

CITY COUNCIL REPORT



Meeting Date: June 23, 2026,
General Plan Element: *Economic Vitality*
General Plan Goal: *Support a variety of businesses*

ACTION

Due to change of ownership of their Teletrack Operator (Skyfall 7 LLC, DBA Turf Paradise) applications received for Teletrack Establishment Licenses for K O'Donnell's Sports Bar & Grill, R T O'Sullivan's Sports Grill, and Tavern Grille Scottsdale. Consider approving the applications for the Teletrack Wagering Establishment Licenses for K O'Donnell's Sports Bar & Grill located at 14850 N. Northsight Blvd., R T O'Sullivan's Sports Grill located at 7919 E. Thomas Rd., Suite 101, and Tavern Grille Scottsdale located at 8880 E. Via Linda Suite 106.

BACKGROUND

K O'Donnell's Sports Bar & Grill (2043775) located at 14850 N. Northsight Blvd., R T O'Sullivan's Sports Grill (2043820) located at 7919 E. Thomas Rd., Ste. 101, and Tavern Grille Scottsdale (2044345) located at 8880 E. Via Linda Suite 106, have requested approval for Teletrack Wagering Establishment licenses. The licenses are required for this use and are issued pursuant to Scottsdale Revised Code (SRC), Chapter 16, Article XVI, Pari-Mutuel Wagering on Telecast Racing Events (Teletracking) and would be renewable every three years. The locations currently hold Teletrack Establishment Licenses that were approved in association with the prior Teletrack Operator ownership (TP Racing LLLP, DBA Turf Paradise).

The ordinance regulating pari-mutuel wagering was established in the SRC in 1992 and last revised in 2009. The application must include full disclosure of the applicant's background as to any felony convictions in the last five years, any judicial or administrative findings relating to racing, wagering, or gaming, and any revocation or suspension of any license or permit relating to pari-mutuel betting or teletrack activities. The applications for K O'Donnell's Sports Bar & Grill, R T O'Sullivan's Sports Grill and Tavern Grille Scottsdale are attached (Attachment 1). They all have valid Liquor License with the State of Arizona and valid Business Registration Merchant License and Liquor Permit with the City.

The applicants have each entered into Teletrack Wagering Facility Agreements (Attachment 2) with the new ownership Skyfall 7 LLC, otherwise known as Turf Paradise, a horse racing track.

Action Taken _____

A copy of the Plan of Operations for each location is attached (Attachment 5). The agreements each outline the responsibility of all parties. Skyfall 7 LLC currently has a valid license with the State of Arizona to operate an off-track betting operation and for holding live racing events.

ANALYSIS & ASSESSMENT

Recent Staff Action

SRC requires that this license type be given a public hearing and that the City Council approve or deny the license.

Staff review of these applications included the following:

- Obtaining a criminal history report of the applicants from the Department of Public Safety (DPS).
- Verifying State of Arizona permits and licenses.
- Reviewing license application documents (Plan of Operation, maps, parking, and security plan, etc.)
- Scheduling a public hearing and issuing a notice thirty (30) days prior to the hearing date to all owners and tenants listed on the vicinity ownership list. A copy of the letter is included as Attachment 8.
- Publishing the notice of the public hearing in a newspaper of general circulation is included as Attachment 9.
- Posting the information on the subject property at least thirty (30) days prior to the public hearing is included as Attachment 10.

K O'Donnell's Sports Bar & Grill is located at 14850 N. Northsight Blvd, the property is zoned C-2, Central Business, Commercial and Industrial.

R T O'Sullivan's Sports Grill is located at 7919 E. Thomas Rd., Suite 101, the property is zoned C-2, Central Business.

Tavern Grille Scottsdale is located at 8880 E. Via Linda, Suite 106, the property is zoned C-3 PCD, mix of Residential and Commercial uses.

Each applicant is proposing four off track betting windows that will be operated by licensed off track betting operators from Turf Paradise. Turf Paradise is responsible for the operations of the wagering windows; each applicant is responsible for providing all necessary security.

The Police Department reviewed the reported incidents for the locations in the prior three years and found there were no Police incidents reported that were related to the Off-Track Betting operations at any of the locations. The Police Department does not have any objections to these applications. City Code Enforcement does not have any objections to these applications.

Recent Staff Action

The Business Services review of the application documents verified that city code requirements have been met for each location.

Policy Implications

There are no additional policy implications at any of the locations.

Location Requirements

The city code requires Teletrack wagering establishments to be 1,000 feet apart. The closest Teletrack establishment to K O'Donnell's Sports Bar & Grill is at 13610 N. Scottsdale Rd which is approximately 2 to 3 miles away in the City of Phoenix, closest to R T O'Sullivan's Sport Grill is at 8880 E. Via Linda, Suite 106, which is approximately 8 miles away, closest to Tavern Grille Scottsdale is at 14850 N. Northsight Blvd., approximately 6 miles away. The Code also prohibits an establishment from being within 500 feet of any public/private school, park, or day nursery/preschool. None of these uses are located within the limitations set by the city code for any of the proposed locations.

Significant Issues to be Addressed

Zoning - The property of K O'Donnell's Sports Bar & Grill located at 14850 N Northsight Blvd is zoned C-2 which is Central Business, Commercial and Industrial, there are no Residential districts within 500 feet of the property. The properties of R T O'Sullivan's Sports Grill located at 7919 E Thomas Rd., Suite 101 (zoned C-2 which is Central Business) and Tavern Grille Scottsdale located at 8880 E Via Linda Suite 106 (zoned C-3 PCD which is a mix of residential and commercial uses) are both within 500 feet of residential districts, per Section 16-501(3) of the City Code restricts Teletrack wagering establishments from being located within 500 feet of a R-5 (C), R-4 PCD, and R1-7 PCD zones. City Code requires the applicants to have a petition signed requesting waiver of the location distance requirement. This petition had to be signed by 51% of those people, residing 30 days or more within these areas. The required signatures were obtained and reviewed by staff for these two locations. The petitions, signatures and locations of the residences were reviewed and approved. Copies of the petitions are attached (Attachment 11).

Community Involvement

For each location a public notice has been published in a newspaper of general circulation in the City (Attachment 9) and public notice was posted on the subject properties (Attachment

10) more than 30 days before the hearing. In addition, information about the public hearing was provided in a letter sent to all property owners, businesses, and residents within 500 feet of each of the properties (Attachment 8). As of 06/02/2026 no public comments had been received.

RESOURCE IMPACTS

Staffing, Workload Impact

Establishing and maintaining regulatory licenses are part of Business Services' current responsibilities. No additional resources are needed.

Future Budget Implications

No significant impacts.

OPTIONS & STAFF RECOMMENDATION

Recommended Approach

Approve the applications for the Teletracking License, No. 2043775, for K O'Donnell's Sport Bar & Grill, No. 2043820, for R T O'Sullivan's Sports Grill and No. 2044345, for Tavern Grille Scottsdale.

RESPONSIBLE DEPARTMENT(S)

Business Services

STAFF CONTACTS (S)

Whitney Pitt, Business Services Director, wpitt@scottsdaleaz.gov

Jeannine Christian, Tax and License Specialist II, jeas@scottsdaleaz.gov

APPROVED BY

City Council Report | Teletrack License Application for Tavern Grille Scottsdale

Sonia Andrews

Sonia Andrews, City Treasurer

480-312-2364, sandrews@scottsdaleaz.gov

6/8/26 21:56 MST

Date

Greg Caton

Greg Caton, City Manager

480-312-2811, gcaton@scottsdaleaz.gov

6/5/26 15:54 MST

Date

ATTACHMENTS

1. Applications for K O'Donnell's Sports Bar & Grill, R T O'Sullivan's Sports Grill, and Tavern Grille Scottsdale
2. Teletrack Wagering Facility Agreements for each location
3. Commercial Permits to Conduct a Horse Race Meet for each location
4. Teletrack Wagering Permits for each location
5. Plan of Operations for each location
6. Aerial Maps of each Location
7. Ordinance Distance Analysis for each location
8. Letter sent to business/residents within 500 feet of each location
9. Public Notice in Newspaper for each location
10. Public Notice at building of each location
11. Petitions Signed by 51% of Residents within 500 feet of R T O'Sullivan's Sports Grill and Tavern Grille Scottsdale

APP 310
JWC 4/02/2026

Business Services
Office location - 7447 E Indian School Road, #110
Scottsdale, AZ 85251
Telephone - (480) 312-2400
Web - www.ScottsdaleAZ.gov/licenses



APPLICATION
TELETRACK WAGERING
ESTABLISHMENT LICENSE

FOR CASHIER USE ONLY	
Application Fee:	500.00
License Fee:	600.00
Total Due:	1100.00

2043775
License Number

JWC 4/02/2026
Teletracking Ord. (date & initial)

JWC 4/02/2026
General Provisions (date & initial)

Was - 1128124

BUSINESS NAME, BUSINESS TELEPHONE, BUSINESS LOCATION

Rob LLC dba K.O'Donnell's Sports Bar + Grill 480 922-3200
BUSINESS NAME (Individual, Company or "DBA", first name first) Area Code Business Telephone No.

14850 N. Northsight Blvd. Type STE/APT. NUMBER
STREET NO. (N.E.S.W.) STREET NAME (STDR AV.)
Scottsdale AZ 85260 City State ZIP EMAIL: Jennifer@Kodonnells.com

BUSINESS MAILING ADDRESS, EMERGENCY TELEPHONE AND APPLICANT NAME

14850 N. Northsight Blvd. Type STE/APT. NUMBER
STREET NO. (N.E.S.W.) STREET NAME (STDR AV.)
Scottsdale AZ 85260 City State ZIP Area Code Emergency Number

Rob LLC dba K.O'Donnell's Sports Bar + Grill
APPLICANT NAME (Individual or Corporation/Partnership operating business. (first name first)).

EMERGENCY CONTACT PERSON
NAME Jennifer O'Donnell ADDRESS 14850 N. Northsight Blvd. Scottsdale, AZ 85260 MOBILE [Redacted]

BUSINESS OWNERSHIP AND RECORDS LOCATION

TYPE OF OWNERSHIP: INDIVIDUAL PARTNERSHIP CORPORATION DATE INCORPORATED 08/05/13
STATE INCORPORATED Arizona

CORPORATE STATUTORY AGENT OR AGENT AUTHORIZED TO RECEIVE SERVICE OF PROCESS:
NAME Jennifer O'Donnell ADDRESS 14850 N. Northsight Blvd. Scottsdale, AZ 85260 PHONE: [Redacted]

DESCRIBE NATURE OF BUSINESS
Full Service restaurant + bar (series 1 & liquor license)

LIQUOR LICENSE STATE# 1209644 SCOTTSDALE# 1046509

Name(s) of owner(s), partner(s), officer(s), shareholder(s) of 10% or more, and person(s) who participate in management, control or policy

Legal Name: O'Donnell Jennifer Marie Last First Middle Title Date of Birth
Residential Address [Redacted] Street City State Zip Telephone Telephone Shareholder %

Legal Name: Last First Middle Title Date of Birth
Residential Address: Street City State Zip Telephone Telephone Shareholder %

Legal Name: _____
Last First Middle Title Date of Birth

Residential Address: _____
Street City State Zip Telephone Shareholder%

(PLEASE USE ADDITIONAL PAPER IF NECESSARY)

CONVICTIONS

Have you or your business ever had any judicial or administrative finding of violation of any law or regulation relating to racing, wagering or gaming in any jurisdiction? Yes No

If Yes, please give explanation: _____

(please use additional paper if necessary)

Have you or your business ever had any license or permit relating to pari-mutuel betting or teletrack activities revoked or suspended? Yes No

If Yes, please give explanation: _____

(please use additional paper if necessary)

ADDITIONAL INFORMATION REQUIRED

- (1) Written proof of age.
- (2) Proof of a current bar (Series 6) or restaurant (Series 12) liquor license.
- (3) Accurate drawings to scale indicating the floor plan of all buildings on the premises and the precise location of all teletracking facilities and activities.
- (4) Site plan for all buildings and associated parcel lines, including evidence of compliance with Scottsdale Revised Code, Chapter 16, Article XVI, Section 16-501.
- (5) Proof of an agreement between the applicant and each operator for use of the establishment by the operator for teletrack wagering purposes.

ADDITIONAL INFORMATION REQUIRED

- (6) A vicinity ownership map showing and labeling all lots within five hundred (500) feet of the exterior boundaries of the parcel, not including public property or right of way.
- (7) A vicinity ownership list and mailing labels property addressed, containing names and mailing addresses, with correct zip codes, of owners of all parcels shown on the vicinity ownership map..
- (8) A parking plan showing all parking spaces available for the site, and traffic flow patterns.
- (9) A security plan which may include security guards and other appropriate measures for the protection of patrons, employees and the public.
- (10) Proof that a teletrack operator license has been issued or applied for with respect to each operator who will conduct teletrack wagering activities at the establishment.

I HEREBY CERTIFY THAT ALL ANSWERS TO QUESTIONS ON THIS APPLICATION ARE TRUE AND COMPLETE, AND I AGREE AND UNDERSTAND THAT ANY FALSIFICATION OF MATERIAL FACTS MAY CAUSE FORFEITURE ON MY PART OF ALL RIGHTS TO, AND CONSIDERATION TO BE LICENSED IN THE CITY OF SCOTTSDALE, COUNTY OF MARICOPA, STATE OF ARIZONA.

Date: 12/17/25


Applicant Signature



**ACKNOWLEDGMENT of UNDERSTANDING
REGULATORY LICENSES**

For licenses requiring Fingerprinting and subsequent background check

License Application # _____

DATE: _____

Business Name BO, LLC _____

On behalf of the above referenced license, I understand and agree to communicate to all parties that this application is subject to an approval process that can take up to 90 days.

I understand and agree to communicate to all parties that the business cannot operate until approval notice is received.

Representative / Applicant Name: Janifer O'Donnell _____

Representative / Applicant Title: Manager / Owner _____

Signature: Janifer O'Donnell _____

CSR Initials _____

**COPY OF DRIVER'S
LICENSE FOR
OWNERS OF
K O'DONNELL'S**

Arizona DRIVER LICENSE USA

NOT FOR FEDERAL IDENTIFICATION



3 CLASS D
01 END NONE Ad (DLN)
12 REST NONE 3 (DOB)

1 O'DONNELL
2 JENNIFER MARIE
4 [REDACTED]

4b EXP 12/22/2052 15 ISS 06/06/2016

15 SEX F 18 EYES GRN
16 HGT 5-06" 19 HAIR BRO
17 WGT 122 lb

Jennifer O'Donnell

DONOR [REDACTED]

**COPY OF LIQUOR
LICENSE FOR
K O'DONNELL'S**

STATE OF ARIZONA
DEPARTMENT OF LIQUOR LICENSES
AND CONTROL
ALCOHOLIC BEVERAGE LICENSE

License 12079644

Issue Date: 4/2/2025

Expiration Date: 3/31/2026

Issued To:

JENNIFER MARIE O'DONNELL, Agent
ROJ LLC, Owner

Location:

K O'DONNELL'S BAR & GRILL
14850 N NORTHSIGHT BOULEVARD
SCOTTSDALE, AZ 85260
USA



Mailing Address:

JENNIFER MARIE O'DONNELL
ROJ LLC
K O'DONNELL'S BAR & GRILL
14850 N NORTHSIGHT BOULEVARD
SCOTTSDALE, AZ 85260
USA



POST THIS LICENSE IN A CONSPICUOUS PLACE

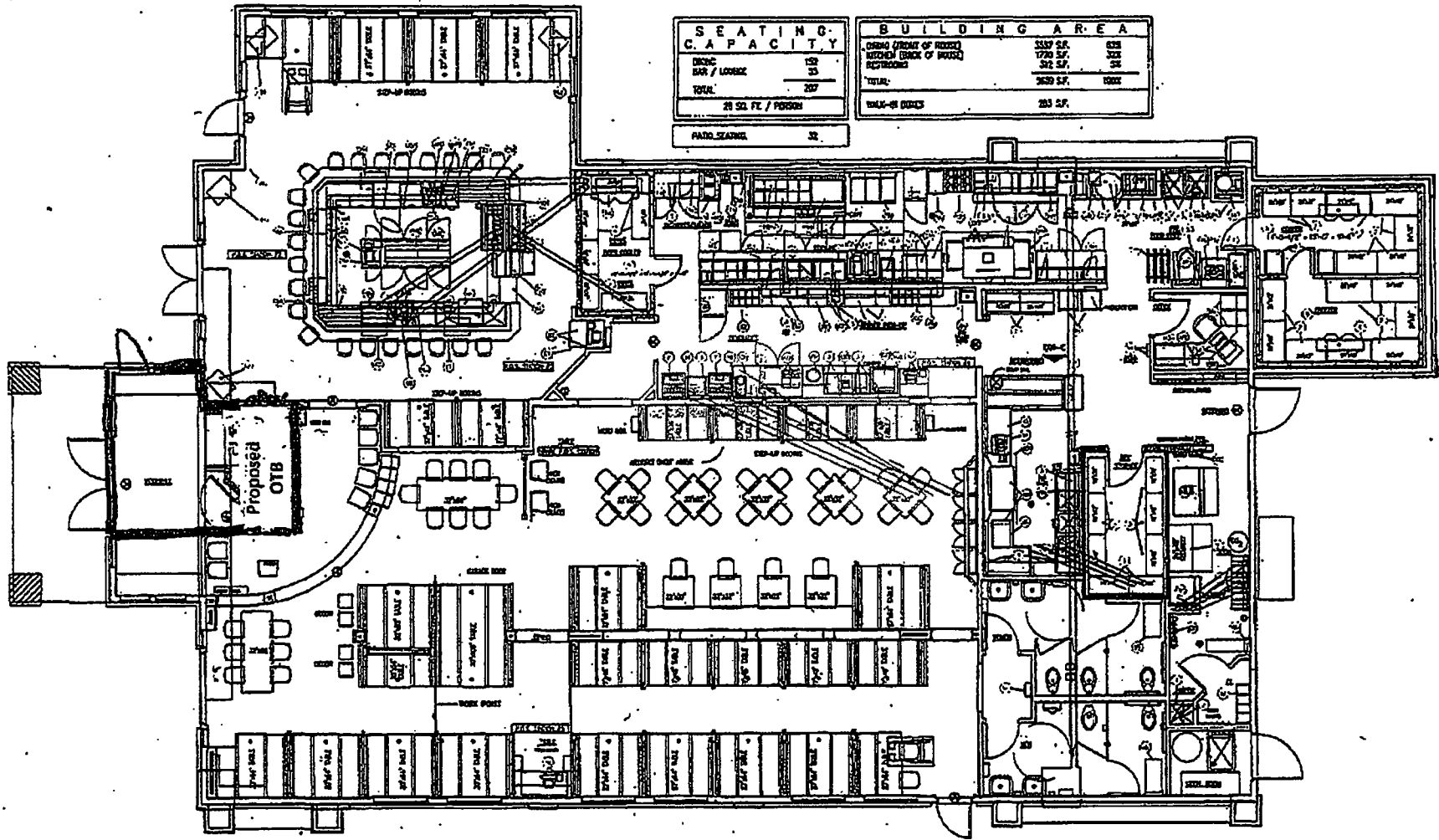
FLOOR PLAN

Exhibit A

K. O'Donnell's

14850 E. Northsight Blvd., Scottsdale, AZ 85260

Owner: Jennifer O' Donnell. Phone: (480) 922-7200



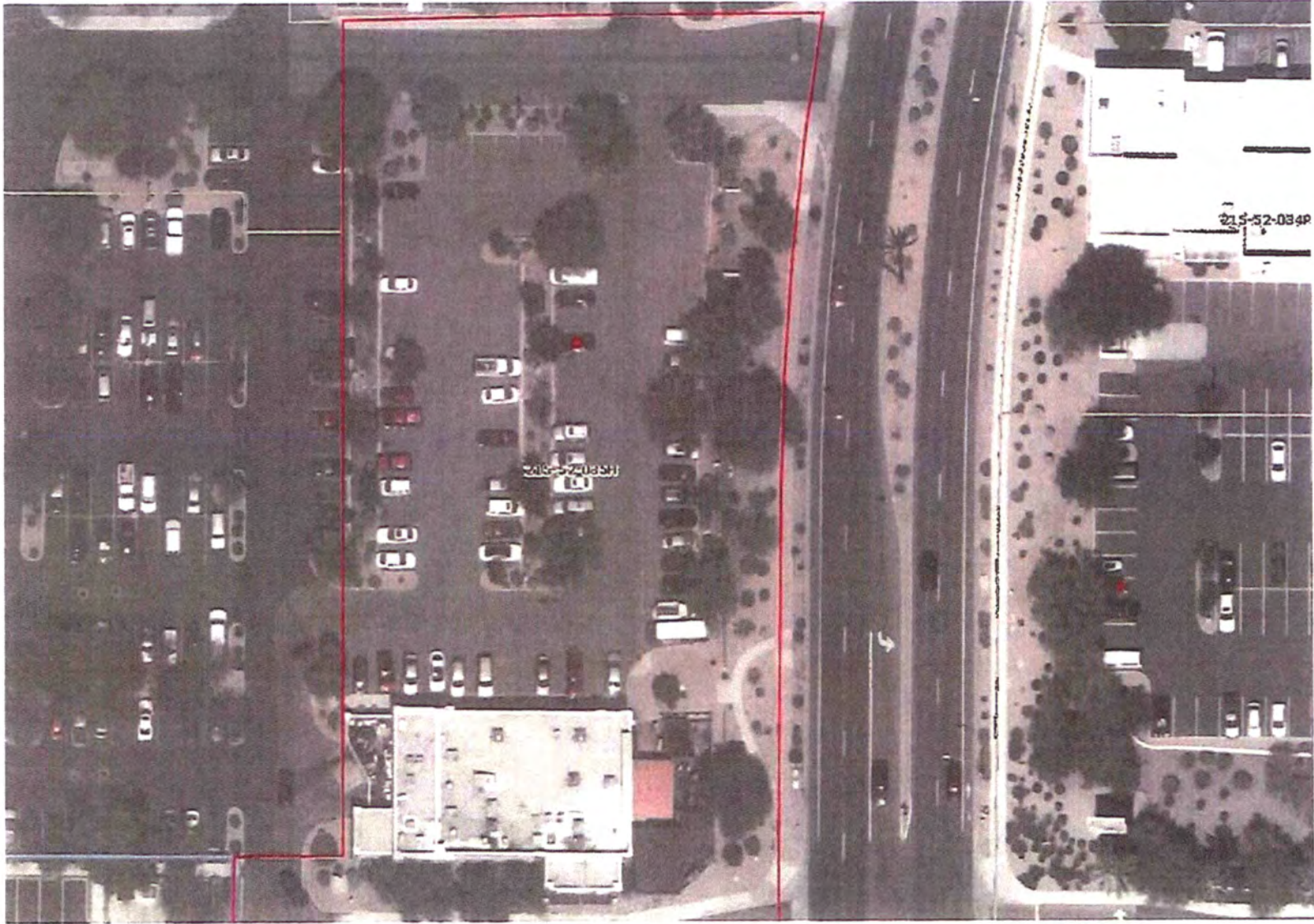
SEATING CAPACITY	
DISC.	159
BAR / LOUNGE	33
TOTAL	207
28 SQ. FT. / PERSON	

PATIO SEATING 32

BUILDING AREA	
DRINK FRONT OF HOUSE	3337 SF.
KITCHEN (BACK OF HOUSE)	1720 SF.
RESTROOMS	362 SF.
TOTAL	5419 SF.
WALK-IN COOLERS	253 SF.

PARKING PLAN

PARKING PLAN



APP-34

Business Services
Office location - 7447 E. Indian School Road, #110
Scottsdale, AZ 85251
Telephone - (480) 312-2400
Web - www.ScottsdaleAZ.gov/licenses



APPLICATION
TELETRACK WAGERING
ESTABLISHMENT LICENSE

JNC 4/16/2006

FOR CASHIER USE ONLY

Application Fee: 5000
License Fee: 1000
Total Due: 11000

2043820
License Number

JNC 4/16/2006
Teletracking Ord. (date & initial)

JNC 4/16/2006
General Provisions (date & initial)

Was 1134807

BUSINESS NAME, BUSINESS TELEPHONE, BUSINESS LOCATION

R.T. O'Sullivan's Sports Grill
BUSINESS NAME (Individual, Company or "DBA", first name first)
7919 EAST THOMAS RD
STREET NO. (N.E.S.W.) STREET NAME Type (ST, DR, AV) STE/APT. NUMBER
Scottsdale AZ 85251
Area Code 480 Business Telephone No. 307-6533
City State ZIP EMAIL: Sully@RTOSULLIVANS.COM

BUSINESS MAILING ADDRESS, EMERGENCY TELEPHONE AND APPLICANT NAME

7919 EAST THOMAS RD
STREET NO. (N.E.S.W.) STREET NAME Type STE/APT. NUMBER
Scottsdale AZ 85251
City State ZIP Area Code
Raymond O'Sullivan
APPLICANT NAME (Individual or Corporation/Partnership operating business, (first name first)).

EMERGENCY CONTACT PERSON

NAME Margaret O'Sullivan ADDRESS MOBILE:

BUSINESS OWNERSHIP AND RECORDS LOCATION

TYPE OF OWNERSHIP: INDIVIDUAL PARTNERSHIP CORPORATION
DATE INCORPORATED 9/29/2011
STATE INCORPORATED ARIZONA
CORPORATE STATUTORY AGENT OR AGENT AUTHORIZED TO RECEIVE SERVICE OF PROCESS:
NAME Raymond O'Sullivan ADDRESS PHONE:
DESCRIBE NATURE OF BUSINESS Restaurant / Bar
LIQUOR LICENSE: STATE# 00070441 SCOTTSDALE# 1134685

Name(s) of owner(s), partner(s), officer(s), shareholder(s) of 10% or more, and person(s) who participate in management, control or policy

Legal Name: O'Sullivan Raymond President
Last Date of Birth
Residential Address: Street City State Zip Telephone Shareholder % 50%
Legal Name: O'Sullivan Margaret Secretary
Last First Middle Title Date of Birth
Residential Address: Street City State Zip Telephone Shareholder % 50%

Legal Name: _____
Last First Middle Title Date of Birth
Residential Address: _____
Street City State Zip Telephone Shareholder%

(PLEASE USE ADDITIONAL PAPER IF NECESSARY)

CONVICTIONS

Have you or your business ever had any judicial or administrative finding of violation of any law or regulation relating to racing, wagering or gaming in any jurisdiction? Yes No

If Yes, please give explanation: _____

(please use additional paper if necessary)

Have you or your business ever had any license or permit relating to pari-mutuel betting or teletrack activities revoked or suspended? Yes No

If Yes, please give explanation: _____

(please use additional paper if necessary)

ADDITIONAL INFORMATION REQUIRED

- (1) Written proof of age.
- (2) Proof of a current bar (Series 6) or restaurant (Series 12) liquor license.
- (3) Accurate drawings to scale indicating the floor plan of all buildings on the premises and the precise location of all teletracking facilities and activities.
- (4) Site plan for all buildings and associated parcel lines, including evidence of compliance with Scottsdale Revised Code, Chapter 16, Article XVI, Section 16-501.
- (5) Proof of an agreement between the applicant and each operator for use of the establishment by the operator for teletrack wagering purposes.

ADDITIONAL INFORMATION REQUIRED

- (6) A vicinity ownership map showing and labeling all lots within five hundred (500) feet of the exterior boundaries of the parcel, not including public property or right of way.
- (7) A vicinity ownership list and mailing labels property addressed, containing names and mailing addresses, with correct zip codes, of owners of all parcels shown on the vicinity ownership map..
- (8) A parking plan showing all parking spaces available for the site, and traffic flow patterns.
- (9) A security plan which may include security guards and other appropriate measures for the protection of patrons, employees and the public.
- (10) Proof that a teletrack operator license has been issued or applied for with respect to each operator who will conduct teletrack wagering activities at the establishment. *See 2043821*

I HEREBY CERTIFY THAT ALL ANSWERS TO QUESTIONS ON THIS APPLICATION ARE TRUE AND COMPLETE, AND I AGREE AND UNDERSTAND THAT ANY FALSIFICATION OF MATERIAL FACTS MAY CAUSE FORFEITURE ON MY PART OF ALL RIGHTS TO, AND CONSIDERATION TO BE LICENSED IN THE CITY OF SCOTTSDALE, COUNTY OF MARICOPA, STATE OF ARIZONA.

Date: 2/9/2026

Raymond O' Sullivan
Applicant Signature



**ACKNOWLEDGMENT of UNDERSTANDING
REGULATORY LICENSES**

For licenses requiring Fingerprinting and subsequent background check

License Application # _____

DATE: 2/9/26

Business Name R. T. O'Sullivan Sports Grill

On behalf of the above referenced license, I understand and agree to communicate to all parties that this application is subject to an approval process that can take up to 90 days.

I understand and agree to communicate to all parties that the business cannot operate until approval notice is received.

Representative / Applicant Name: Raymond O'Sullivan

Representative / Applicant Title: President

Signature: Raymond O'Sullivan

CSR Initials _____

**COPY OF DRIVER'S
LICENSE FOR
OWNERS OF
RT O'SULLIVANS**

Arizona

DRIVER LICENSE

USA



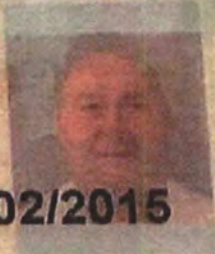
9 CLASS D
9a END NONE
12 REST NONE

4d DLN [REDACTED]

3 DOB [REDACTED]

1 O'SULLIVAN
2 RAYMOND

8 [REDACTED]



4b EXP 02/25/2028 4a ISS 09/02/2015

15 SEX M 18 EYES BRO
16 HGT 5'-11" 19 HAIR BRO
17 WGT 245 lb

Raymond O'Sullivan

5 [REDACTED]

Arizona DRIVER LICENSE USA

NOT FOR FEDERAL IDENTIFICATION



5 CLASS D
9A END NONE
12 REST B
40 DLN [REDACTED]
3 DOB [REDACTED]

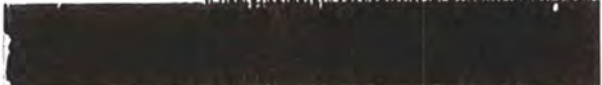
1 O'SULLIVAN
2 MARGARET A
8 [REDACTED]

4b EXP 02/14/2030 4a ISS 05/05/2017

15 SEX F 18 EYES BLU
16 HGT 5-08" 19 HAIR BRO

17 WGT 198 lb
DONOR
15 DD [REDACTED]

M. O'Sullivan



CLASS: D-Operator
ENDORSEMENTS:
None

RESTRICTIONS:
B-Corrective Lens Must Be Worn

Rev 02/14/2014

You Must Report a
Change of Address
Within 10 Days



**COPY OF LIQUOR
LICENSE FOR
RT O'SULLIVANS**

License Number	Business Name	Owner Name	Licensee Name	City	County	Zip	Status	Type	Details
06070441	R T O'SULLIVANS	Glencar Restaurant Llc	Timothy O'sullivan	SCOTTSDALE	Maricopa	85251	Active	006	View

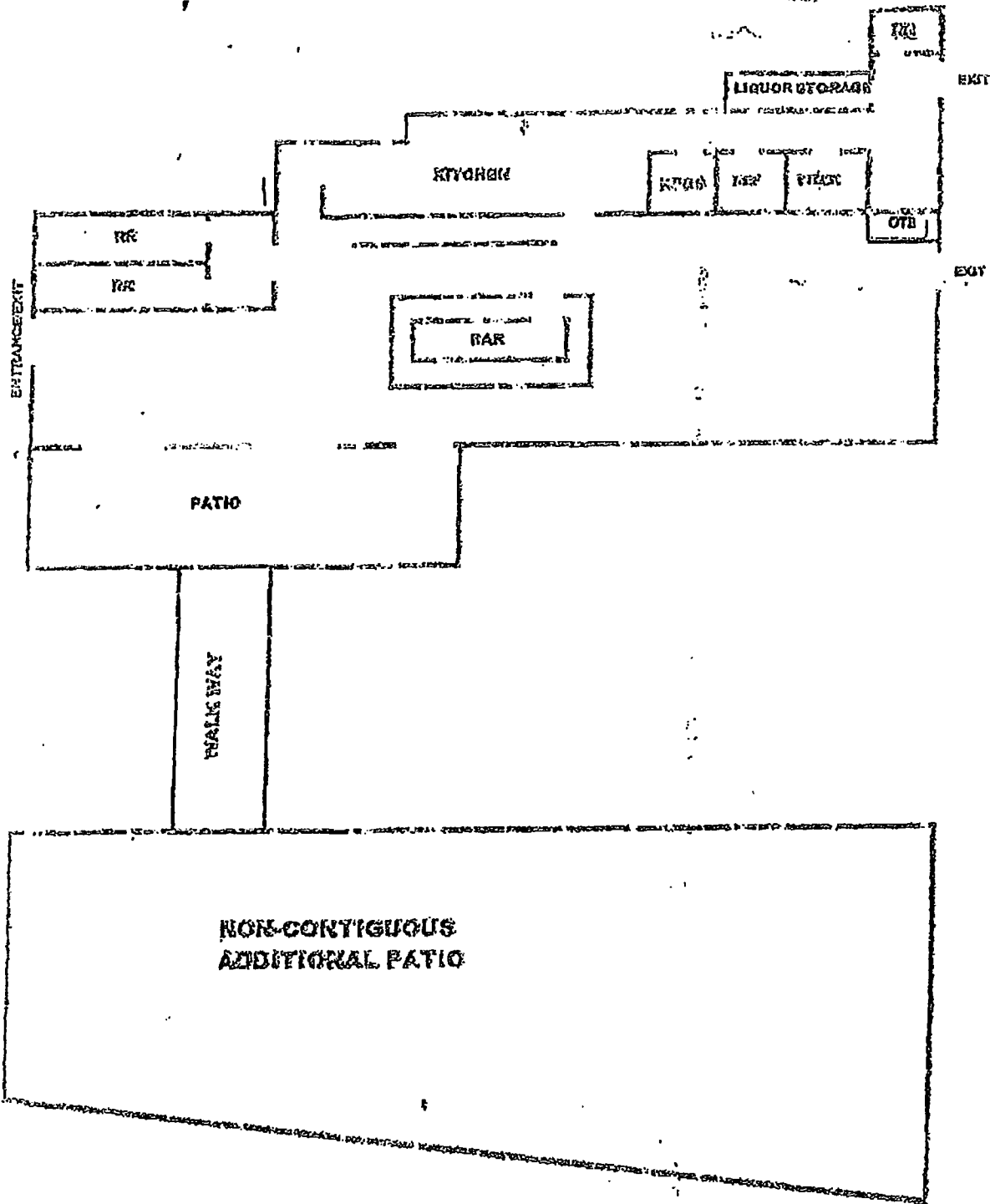
Details for License #06070441



License Number: 06070441
Status: Active
Business Name: R T O'SULLIVANS
Address: 7919 E THOMAS Road # 102
City, State, Zip: SCOTTSDALE, Arizona 85251
County: Maricopa
Business Phone: 480-844-1290
Agent Name: Timothy Raymond O'sullivan
Licensee: Timothy O'sullivan
Owner: Glencar Restaurant Llc
License Type: 006 - Bar
Expiration Date: 1/31/2027

FLOOR PLAN

R.T. O'Sullivan's
7919 E. Thomas Rd., Suite 101
Scottsdale, AZ 85251

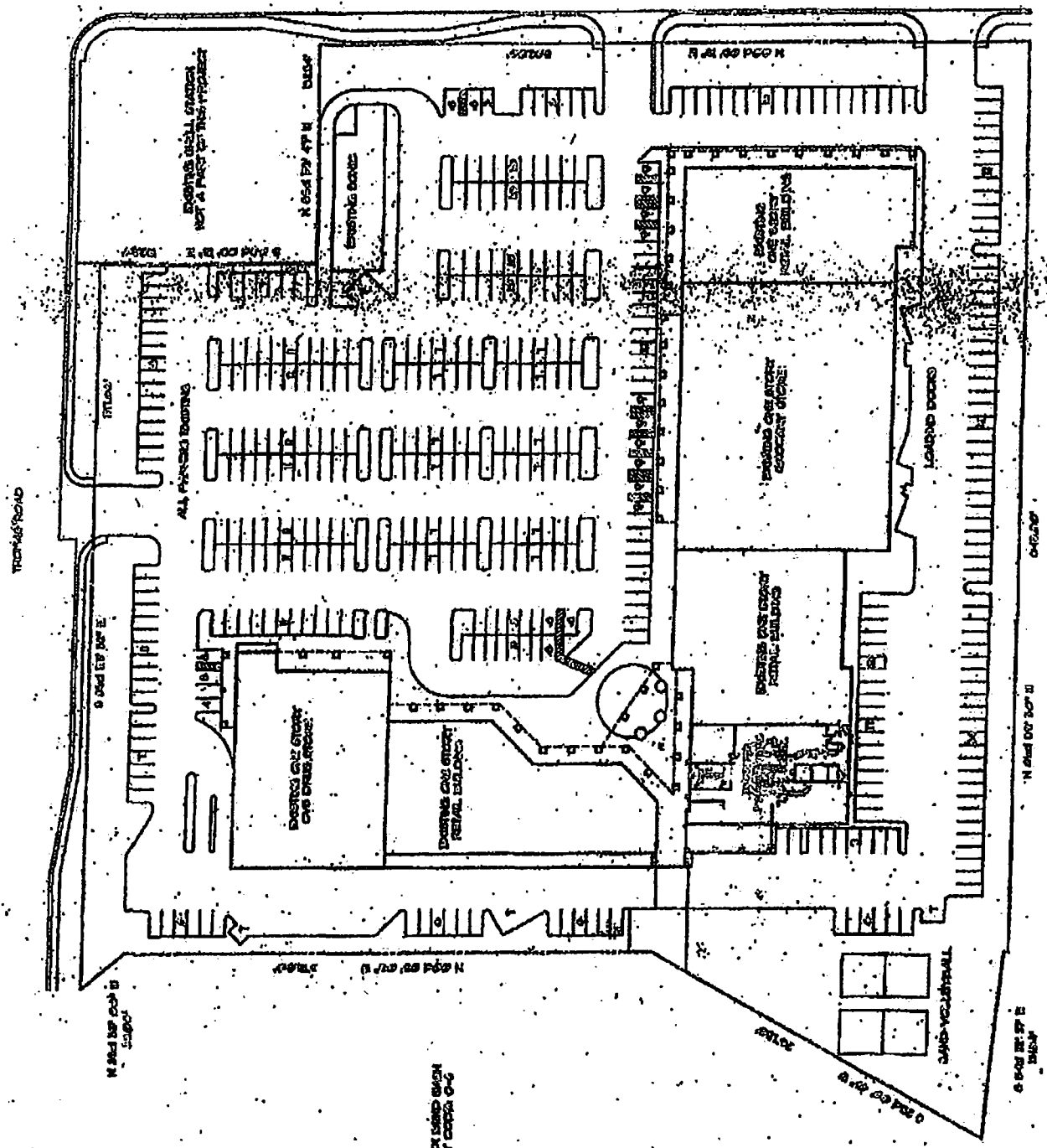


PARKING PLAN

100
 100
 100
 100
 100
 100

Parking Plan

WATER POOL



R.T. O'Sullivan's

2000-0-0

App 3yr

Business Services
Office location - 7447 E. Indian School Road, #110
Scottsdale, AZ 85251
Telephone - (480) 312-2400
Web - www.ScottsdaleAZ.gov/licenses



APPLICATION
TELETRACK WAGERING
ESTABLISHMENT LICENSE

FOR CASHIER USE ONLY	
Application Fee:	500.00
License Fee:	600.00
Total Due:	1100.00

2014345
License Number
JNC 4/01/2022
Teletracking Ord. (date & initial)

JNC 4/01/2022
General Provisions (date & initial)

WCS 2010826

BUSINESS NAME, BUSINESS TELEPHONE, BUSINESS LOCATION

Tavern Writtle Scottsdale 480 614-5254
 BUSINESS NAME (Individual, Company or "DBA", first name first) Area Code Business Telephone No.
 8880 E Via Linda 106
 STREET NO. (N.E.S.W) STREET NAME Type (ST.DRAW.) STE./APT. NUMBER
 Scottsdale AZ 85258 - EMAIL: jtgssteel@gmail.com

BUSINESS MAILING ADDRESS, EMERGENCY TELEPHONE AND APPLICANT NAME

8880 E Via Linda 106
 STREET NO. (N.E.S.W) STREET NAME Type (ST.DRAW.) STE./APT. NUMBER
 Scottsdale AZ 85258 480 614 5254
 City State ZIP Area Code Emergency Number
 John Steel - TB3 Partners LLC
 APPLICANT NAME (Individual or Corporation/Partnership operating business. (first name first)).

EMERGENCY CONTACT PERSON

NAME John Steel ADDRESS [REDACTED] MOBILE [REDACTED]

BUSINESS OWNERSHIP AND RECORDS LOCATION

Scottsdale, AZ 85258
 DATE INCORPORATED 4/1/2022
 TYPE OF OWNERSHIP: INDIVIDUAL PARTNERSHIP CORPORATION STATE INCORPORATED AZ
 CORPORATE STATUTORY AGENT OR AGENT AUTHORIZED TO RECEIVE SERVICE OF PROCESS:
 NAME Tavern TB3 Partners LLC ADDRESS [REDACTED] PHONE [REDACTED]
 DESCRIBE NATURE OF BUSINESS Restaurant

LIQUOR LICENSE: STATE# 012070021600 SCOTTSDALE# 2023796

Name(s) of owner(s), partner(s), officer(s), shareholder(s) of 10% or more, and person(s) who participate in management, control or policy.

Legal Name: Steel John Thomas owner
 Last First Middle Title Date of Birth
 Residential Address: [REDACTED] 50
 Street City State Zip Telephone Shareholder %
 Legal Name: Gausden Laura D owner
 Last First Middle Title Date of Birth
 Residential Address: [REDACTED] 50
 Street City State Zip Telephone Shareholder %

Legal Name: _____
Last First Middle Title Date of Birth
Residential Address: _____
Street City State Zip Telephone Shareholder%

(PLEASE USE ADDITIONAL PAPER IF NECESSARY)

CONVICTIONS

Have you or your business ever had any judicial or administrative finding of violation of any law or regulation relating to racing, wagering or gaming in any jurisdiction? Yes No

If Yes, please give explanation: _____

(please use additional paper if necessary)

Have you or your business ever had any license or permit relating to pari-mutuel betting or teletrack activities revoked or suspended? Yes No

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(please use additional paper if necessary)

ADDITIONAL INFORMATION REQUIRED

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- (8) A parking plan showing all parking spaces available for the site, and traffic flow patterns.
- (9) A security plan which may include security guards and other appropriate measures for the protection of patrons, employees and the public.
- (10) Proof that a teletrack operator license has been issued or applied for with respect to each operator who will conduct teletrack wagering activities at the establishment.

I HEREBY CERTIFY THAT ALL ANSWERS TO QUESTIONS ON THIS APPLICATION ARE TRUE AND COMPLETE, AND I AGREE AND UNDERSTAND THAT ANY FALSIFICATION OF MATERIAL FACTS MAY CAUSE FORFEITURE ON MY PART OF ALL RIGHTS TO, AND CONSIDERATION TO BE LICENSED IN THE CITY OF SCOTTSDALE, COUNTY OF MARICOPA, STATE OF ARIZONA.

Date: 3/31/26



Applicant Signature



**ACKNOWLEDGMENT of UNDERSTANDING
REGULATORY LICENSES**

For licenses requiring Fingerprinting and subsequent background check

License Application # _____

DATE: 3/31/26


Business Name Tavern Grille Scottsdale

On behalf of the above referenced license, I understand and agree to communicate to all parties that this application is subject to an approval process that can take up to 90 days.

I understand and agree to communicate to all parties that the business cannot operate until approval notice is received.

Representative / Applicant Name: John T Steel

Representative / Applicant Title: _____

Signature: 

CSR Initials _____

**COPY OF DRIVER'S
LICENSE FOR
OWNERS OF
TAVERN GRILLE**

Arizona

DRIVER LICENSE

USA

NOT FOR FEDERAL IDENTIFICATION



9 CLASS D
9a END NONE
12 REST NONE

4d DLN

3 DOB

1 STEEL
2 JOHN THOMAS

8



4b EXP 06/01/2040 4a ISS 05/31/2022

15 SEX M 18 EYES BRO
16 HGT 5'-10" 19 HAIR RED
17 WGT 185 lb

John Thomas

DONOR

5



CLASS: D-Operator
ENDORSEMENTS:
None

RESTRICTIONS:
None

Rev 02/14/2014

You Must Report a
Change of Address
Within 10 Days



22161AZ0081070440301

ARIZONA
Driver License

Number [REDACTED]
Expires 06/26/2044
Date of Birth [REDACTED]
Issued 04/09/2010

LAURA DANIELLE GAUSDEN
[REDACTED]

Class D Sex F
Eyes BRO Height 5-06
Hair BN Weight 130

Laura Gauden



**COPY OF LIQUOR
LICENSE FOR
TAVERN GRILLE**

License Number	Business Name	Owner Name	Licensee Name	City	County	Zip	Status	Type	Details
012070021600	TAVERN GRILLE SCOTTSDALE	Tg3 Partners Llc	Jeffrey Miller	SCOTTSDALE	Maricopa	85258	Active	012	View

Details for License #012070021600



License Number: 012070021600
Status: Active
Business Name: TAVERN GRILLE SCOTTSDALE
Address: 8880 E VIA LINDA #106
City, State, Zip: SCOTTSDALE, Arizona 85258
County: Maricopa
Business Phone: 480-614-5254
Agent Name: Jeffrey Craig Miller
Licensee: Jeffrey Miller
Owner: Tg3 Partners Llc
License Type: 012 - Restaurant
Expiration Date: 3/31/2027

FLOOR PLAN

Exhibit A

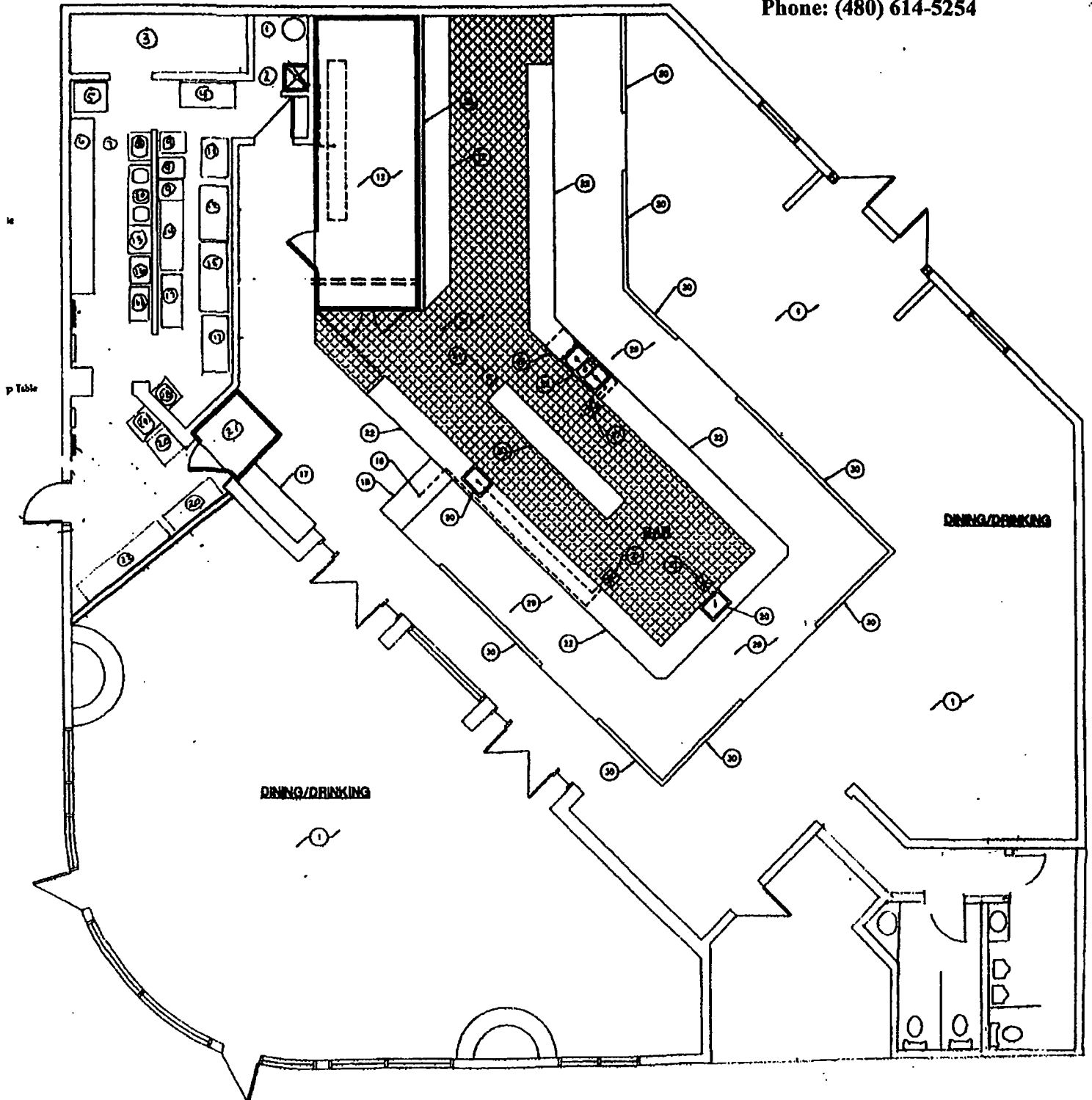
Tavern Grille Scottsdale

8880 E. Via Linda, Suite 106

Scottsdale, AZ. 85258

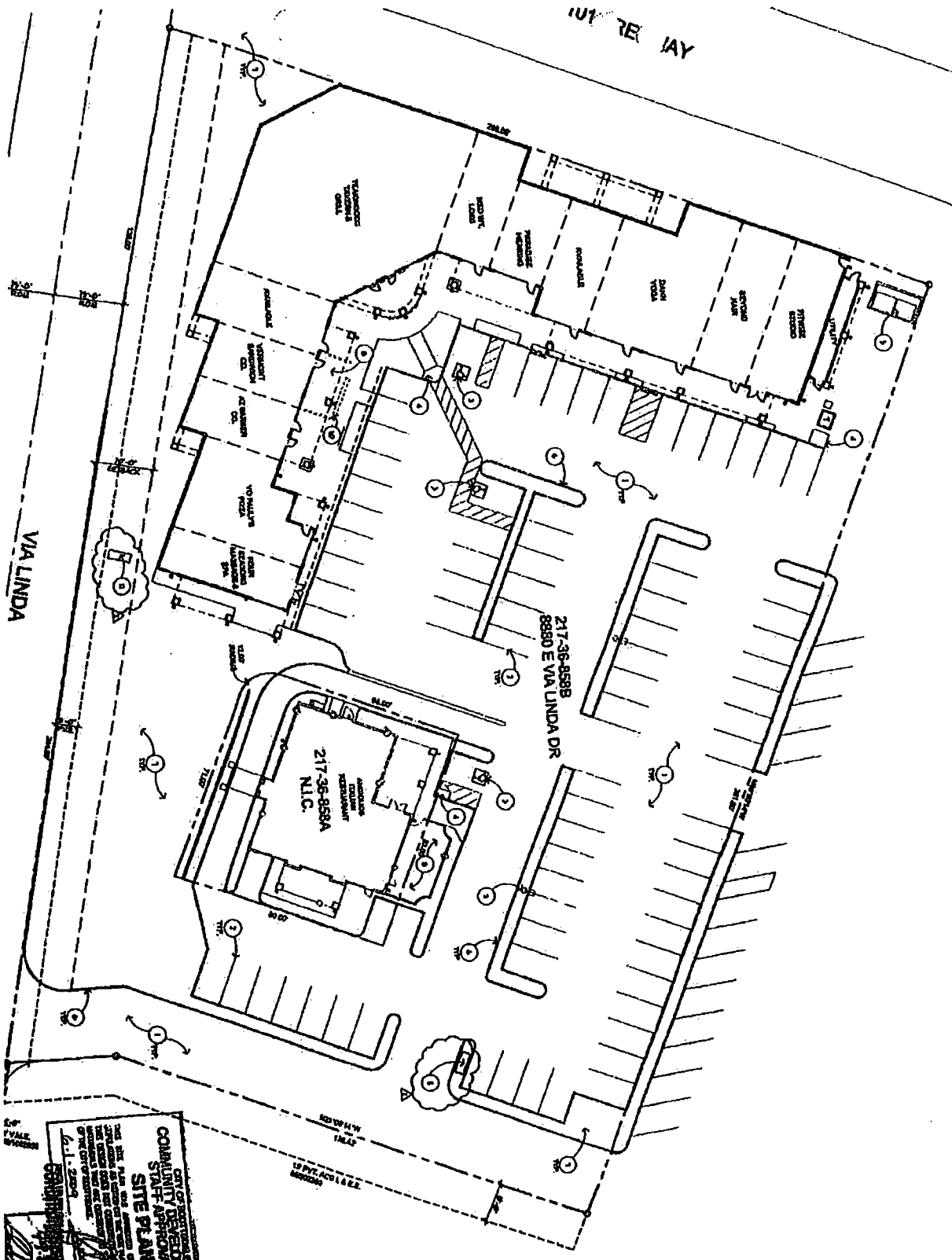
Owner: Eric Jurisin

Phone: (480) 614-5254



PARKING PLAN

Parking Plan
Tavern Grille Scottsdale
8880 E. Via Linda, Suite 106
Scottsdale, AZ. 8258



**TURF PARADISE
TELETRACK
WAGERING FACILITY
AGREEMENT**

Date: November 28, 2025

- Parties:**
1. Skyfall 7, LLC. dba Turf Paradise, an Arizona Limited Liability Company, hereinafter referred to as "Track".
 2. ROJ, LLC dba K O'Donnell's Sports Bar and Grill hereinafter referred to as "Lessor".

- Terms:**
- A. Date of Commencement, December 15, 2025
 - B. Date of Termination, May 31, 2027

Premises: A portion of the facility known as K O'Donnell's Sports Bar & Grill, located at 14850 N. Northsight Blvd, Scottsdale, AZ 85260 as more fully described in Exhibit A attached hereto.

This Agreement is made by and between Skyfall 7, LLC. dba Turf Paradise, an Arizona Limited Liability Company (hereinafter sometimes referred to as "Track") and Lessor, as more fully described on the first page of this Agreement.

WHEREAS, Arizona Revised Statutes 5-111 (A) permit the operation of additional wagering facilities (hereinafter sometimes referred as "Teletrack Wagering Facilities") for wagering on the races composing the racing program of Track; and Track and Lessor desire to establish an additional wagering facility pursuant to the provisions of A.R.S. 5-111 (A) and to memorialize their various rights, duties and obligations by this Agreement; and

WHEREAS, Lessor is the owner of or leases from the owner that certain premises described on the first page of this Agreement (hereinafter sometimes referred to as "the Premises" of which the additional wagering facility is a part; and

WHEREAS, Track is the holder of a permit to conduct a horse racing meeting at Turf Paradise Race Track in the State of Arizona and desires its program to be transmitted to the additional wagering facility for teletrack wagering pursuant to the provisions of A.R.S. 5-111 (A) as more fully set forth in Exhibit A attached hereto; and

WHEREAS, Track desires to lease that certain portion of the premises as more fully described in Exhibit "A" attached hereto and hereinafter referred to as the "Facility" on a non-exclusive basis for the purpose of conducting teletrack wagering.

NOW THEREFORE, it is agreed as follows:

1. Term and Premises

(a) **Term.** The term of this Agreement shall be for the period commencing as set forth on the first page of this Agreement or as soon thereafter as is practicable after receiving necessary approvals, permits and licenses pursuant to Section 3(a) and 11(d) of this Agreement, through the termination date and for such additional periods as the parties may from time to time agree in writing.

(b) **Premises.** Lessor, for and in consideration of the mutual covenants and agreements of the parties, hereby leases, on a non-exclusive basis, to Track and Track hereby leases from Lessor those portions of the facility referred to herein as the Additional Wagering Facility more fully described in Exhibit "A" attached hereto. The leased portion of the Premises is limited to the areas specifically designated and described as the leased area, which area shall also be known as the "Facility." The parties acknowledge that the Facility is occupied by Track on a non-exclusive basis and Lessor reserves to itself all other rights of use, occupation and entry of the Facility and the parties agree that all other rights except the right of non-exclusive occupancy and use as provided herein are reserved to Lessor.

2. Duties and Responsibilities of Lessor.

(a) **Additional Wagering Facility.** Lessor shall maintain the Premises of which the leased facility is a part, in a manner suitable for the operation of an additional wagering facility and shall open the facility to the public for purposes of teletrack wagering each day that a racing program conducted by Track is transmitted to the facility unless otherwise agreed to by Track and Lessor.

(b) **General Obligations of Lessor.** Lessor shall furnish or maintain or cause to be furnished or maintained, at the teletrack wagering facility, at no expense to Track:

(1) Reasonable physical protection at all times of the teletrack wagering system components installed or present on the Premises of Lessor which are owned by Track or leased by Track from third parties from loss, harm, damage or destruction by any cause whatsoever including, but not limited to, theft, removal, trespass, damage, interference by other person, vandalism or water damage. Such protection shall be afforded on a reasonable best efforts basis and shall, among other things, provide such protection from elements and fire extinguishing methods as are reasonably required to protect the same. Lessor further waives any claim or right of ownership, possession or lien against all components, equipment, trade fixtures, materials or supplies owned by Track or placed or installed by Track in or upon the premises or facility. Lessor further agrees that all such components, equipment, trade fixtures, materials and supplies shall remain the property of Track, free of any claim of any kind whatsoever, regardless whether the same are fixed or attached thereto.

(2) Necessary electrical power, telephone cabling, outlets and voltage regulation for the proper, normal and emergency operation of the teletrack wagering system equipment, including without limitation a dedicated circuit to the pari-mutuel wagering terminals for teletrack operations.

(3) Secure space for the storage and care of printer ribbons, ticket materials and other supplies of Track reasonably necessary for the conduct of teletrack wagering operations as well as secure areas for the storage of spare or additional pari-mutuel wagering machines.

(4) Lessor shall permit the officers, directors, employees, agents and authorized representatives of Track access to the teletrack wagering system located at the Premises at all reasonable times for the proper supervision, maintenance, repair or operation of the system and to permit removal by Track or its designated agents or contractor's of the removable parts of the system when not required or necessary for teletrack wagering.

(5) Pay all taxes, fees, impositions or assessments levied or imposed by any governmental agency whether state or local by reason of the Lease, occupation, use or operation of the teletrack wagering facility and the conduct of business therein including without limitation all ad valorem real or personal property taxes, special taxes, sales, gross receipts, use or transaction privilege taxes, city, county and state permit or license fees or other excise taxes or fees.

(c) **Gates and Admissions.** Lessor shall be responsible for and shall control the admission of the public to the teletrack wagering facility. The cost of labor, materials and supplies associated with maintaining the facility in a clean and orderly manner shall be the sole responsibility of Lessor. Lessor further agrees not to charge admission to the Teletrack Wagering Facility. Lessor shall be responsible for compliance with and enforcement of laws and regulations of the State of Arizona or any local governmental entity and shall, at all time, maintain safe, orderly Premises and shall be responsible for control of any interfering activities on or about the Premises.

(d) **Parking.** Lessor shall provide for parking space reasonably necessary to accommodate the anticipated patrons at the teletrack wagering facility. The cost of labor, materials and supplies associated with construction, maintenance and operation of parking facilities shall be the sole responsibility of Lessor. Lessor further agrees not to charge for parking at the teletrack wagering facility.

(e) **Food and Beverage.** Lessor shall maintain and establish appropriate food and beverage service at the teletrack wagering facility. The costs of labor, materials and supplies associated with construction, maintenance and operation of food and beverage service shall be the sole responsibility of Lessor. Lessor shall be solely responsible for compliance with all requirements imposed on the facility in connection with any required beverage or liquor licenses or permits.

(f) **Amenities and Facilities**. Lessor shall be responsible for providing and maintaining a first-class, clean, safe and habitable teletrack wagering facility suitable for public attendance and adequate facilities for patrons to permit handicapping and appropriate seating areas sufficient to accommodate all patrons. Appropriate facilities for handicapped patron access shall also be provided. The facility shall not be used for any other purposes during the time teletrack wagering is being conducted. Lessor shall provide suitable furnishings and fixtures approved by Track for the tellers' stations or positions located in the Premises. Lessor shall be entitled to all revenues from food and beverage services and all other commercial enterprises conducted by Lessor. The cost of labor, materials and supplies associated with construction, maintenance and operation of the facility shall be the sole responsibility of Lessor.

(g) **Security**. Lessor shall provide adequate security for the protection of the public and all employees, including such uniformed or plainclothes security personnel as shall be reasonably necessary and as required by the Arizona Department of Racing to protect the public and teletrack wagering facility from unlawful and improper acts or conduct. The cost of labor, materials and supplies associated with security of the teletrack wagering facility shall be the sole responsibility of Lessor.

(h) **Utilities**. Lessor shall provide such air conditioning, electrical service, water, heat, telephone service and light as are reasonably necessary to maintain a proper first-class teletrack wagering facility for the comfort of the patrons and for the operation of the facility. The cost of such utility services shall be the sole responsibility of Lessor.

(i) **Maintenance**. Lessor shall be responsible for all repairs, maintenance and janitorial services necessary for the facility and all equipment therein, except the pari-mutuel and other equipment installed by Track. In the event Lessor shall fail or refuse to provide such repairs, maintenance and janitorial services in a first-class manner, Track shall be permitted to perform such repairs, maintenance and janitorial services at the expense of Lessor.

(j) **Price Lists**. Lessor shall furnish Track prior to the commencement of the Racing meeting, a price list setting forth the amounts to be charged to the public for food and beverage services and all other vended items.

3. **Duties and Responsibilities of Track.**

(a) **Permits and Licenses**. Track shall apply for and secure at its sole cost and expense all necessary approvals, licenses or permits required by the State of Arizona or any other governmental entity to conduct and operate a teletrack wagering operation under Arizona law and shall maintain such approvals, licenses or permits in good standing at all times during the term of this Agreement, provided however, that Lessor shall be responsible and shall pay for all taxes, fees, impositions or assessments by all such governmental entities as provided in Paragraph 2(b)(5) of this Agreement.

(b) **Receiving and Display Equipment**. The cost of all labor, materials, supplies and services associated with the transmission reception or display of the audio-video signal to Lessor shall be the sole responsibility of Track. Track shall have the absolute right to remove any or all

equipment, materials, supplies, fixtures owned by or installed in the teletrack wagering facility by Track during the term of this Agreement and/or for a reasonable period of time after the termination of this Agreement for any reason.

(c) **Pari-mutuel Operations.** Track shall employ and supervise such qualified pari-mutuel operations management and personnel together with such equipment as is reasonably necessary for the proper operation and management of the Teletrack wagering system given the reasonably anticipated attendance and pari-mutuel wagering handle at the Premises. The cost of all materials and supplies associated with the maintenance and operation of the pari-mutuel wagering equipment at the Premises shall be the sole responsibility of Track. The cost of labor to operate pari-mutuel equipment (mutuel clerks) at the Premises shall be the sole responsibility of the Track. Track reserves the right to designate a managing agent, to supervise, operate and manage the pari-mutuel operations at the Teletrack wagering facility on behalf of track. Track shall notify lessor, in writing, of the designation of such managing agent. Track shall be responsible and pay for all pari-mutuel taxes levied or assessed by the state of Arizona on pari-mutuel wagering conducted at the facility.

4. **Programs.** For the purposes of this Agreement, Track shall have the exclusive right to distribute and sell all forms, tip sheets or other written materials for handicapping and the racing programs relating in any way to the teletrack wagering program.

5. **No Commission Fee.** Lessor shall not be entitled to receive any commission fee or payment from Track from or related to the wagers accepted and received at Facility on races which are telecast to the Facility by Track.

6. **Insurance.**

(a) **Track.** Track shall, on request, provide certificates of insurance for, and will maintain, at its expense, insurance coverage with companies having an A.M. Best rating of A, XIII or better as follows:

(1) All risks of physical damage coverage on its operations and facilities subject to normal exclusions;

(2) Workers' Compensation on Track's employees providing statutory benefits and an employer's liability limit of \$100,000; and

(3) Comprehensive general liability coverage of not less than \$1,000,000 combined single limit, which shall include extensions of coverage for products, complete operations, personal injury and specified contract coverage.

(4) Track shall also maintain an excess line of comprehensive general liability coverage in such amounts that Track may deem appropriate.

(5) In each and all such policies, save and except the Workers' Compensation policy, Lessor shall be an additional insured.

(b) **Lessor**. Lessor shall, on request, provide certificates of insurance for, and will maintain, at their expense, insurance coverage with insurance companies having an A.M. Best rating of A, XIII or better as follows, or if governmental entities, said entities may, after giving notice to Track, self-insure some or all of the following coverage's or be covered by an insurance pool, where the risk is born by insurance companies acceptable to Track:

(1) All risks of physical damage coverage on the facility, including the leased Premises, subject to normal exclusions;

(2) Workers' Compensation on Lessor's employees providing statutory benefits and an employer's liability limit of \$100,000; and

(3) Comprehensive general liability coverage of not less than \$1,000,000 combined single limit, which shall include extensions of coverage for products, complete operations, personal injury and blanket contract covering the entire facility.

(4) Liquor liability coverage of not less than \$1 million combined single limit.

(5) Lessor shall also maintain an excess line of comprehensive general liability coverage in such amounts that Lessor and Track may deem appropriate.

(6) In each and all such policies, save and except the Workers' Compensation policy, Track shall be an additional insured.

7. **Interruption or Interference with Signal.** Track shall not be liable to Lessor, its agents or employees or third persons claiming through Lessor for any losses occasioned by interruption or loss of the audio-video or pari-mutuel signal or transmission, for whatever duration, except that Track shall save and hold Lessor harmless from and against any claims of patrons or third parties relative to wagers made or claimed to be made and accepted through the pari-mutuel system. Any recovery of commission losses from the contractor or services supplier of Track, incurred as a result of interruption or loss of the audio-video or pari-mutuel signal or transmission, shall be for the sole benefit of Track.

8. **No Competing Teletrack Wagering.** The parties agree that because of the costs incurred by Track in establishing teletrack wagering and implementing this Agreement and the various factors affecting the patrons of pari-mutuel wagering involving horse racing that it shall be a material breach of this Agreement justifying the termination of this Agreement forthwith or the suspension of the audio-video signal to Lessor by Track for all or part of the remaining term of this Agreement in the sole discretion of Track in the event Lessor accepts an audio-video signal for pari-mutuel wagering purposes of any racing program which is not transmitted to Lessor by Track during the time period that Track transmits its signal to Lessor.

9. **Right to Lease.** Lessor represents and warrants that Lessor has the requisite power, authority and right to lease the facility to Track as provided for in this Agreement. In the event

that Lessor is not the owner of the Premises of which the facility is a part and is the lessee under a valid lease of the premises, then Lessor shall secure and deliver to Track a consent and approval to sublease the facility as provided in this Agreement duly executed by an authorized agent or officer or the owner of the premises, as the case may be, in a manner and form acceptable to Track and Track's legal counsel, as a condition precedent to Track's obligation under this Agreement.

10. **Termination**. The parties agree that Track and Lessor shall at all times have the right to terminate this Agreement, upon fifteen (15) days written notice to the other party, provided that should Lessor decide to terminate this Agreement, Lessor agrees to not pursue Teletrack Wagering for the remaining term of this Agreement, and in the event of the condemnation or destruction of all or any part of the facility which renders the facility unsuitable or unusable in Track's sole opinion, or in the event Lessor shall fail to comply with any or all of the laws, rules or lawful orders of the Arizona Department of Racing and the Arizona Racing Commission or the State of Arizona or other governmental entity, then Track may, in Track's sole discretion, terminate this Agreement immediately upon written notice to Lessor and Track shall not be responsible for any costs, expenses or damages incurred by Lessor by reason of any such termination under this Paragraph. Lessor acknowledges and agrees that in the event of the sale or transfer of any interest in the business or of any license or permit required to operate the business located in the premises in which the teletrack wagering facility is located or any change in management or control are a violation of the rules of the Arizona Department of Racing and that all such transfers must be subject of a pre clearance of such transfer by the Department prior

to the completion such transfer or of the completion or execution of any agreement providing for such transfer or sale.

11. **Miscellaneous Provisions.**

(a) **Prohibition of Pari-mutuel Wagering.** If at any time during the term of this Agreement pari-mutuel wagering on racing or teletrack wagering or the operation of the teletrack wagering facility contemplated by this Agreement is made, declared, or held to be illegal or prohibited by statute or decision of a court of last resort, which decision has become final, or by any competent public authority whose decision is final and not appealable, or in the event the teletrack race permit issued by the Arizona Department of Racing is canceled, revoked, not renewed or otherwise terminated for any reason, this Agreement shall thereupon be deemed terminated and the parties hereto shall be released from any and all further liability or obligation hereunder, provided however that such termination shall not relieve Track or Lessor from any obligation or liability that accrued under the terms of this Agreement prior to the date of such termination.

(b) **Third Party Liability.** This agreement is not intended to benefit any third party and no person or entity other than Track and Lessor shall have any right of action arising under any of the terms and provisions of this agreement.

(1) **Track Liability.** Track shall assume responsibility for the defense of, and will indemnify and hold harmless Lessor, its directors, officers, shareholders, employees,

representatives and agents from and against any losses, claims, damages, costs, suits, penalties, demands or liabilities, except claims of Lessor's employees for personal injuries arising in the scope of their employment, including reasonable legal counsel fees, occasioned by or arising out of, in whole or in part, any willful or negligent act or omission of Track or any of its officers, directors, contractors, subcontractors, agents, servants or employees, provided that prompt written notice of such claim or suit is given to Track by Lessor, and provided Track is given full control over all negotiations and litigation in connection therewith, including selection of counsel. Track shall not be responsible for settlements made or costs or expenses incurred without its prior written consent.

(2) **Lessor Liability.** Lessor will assume the responsibility for the defense of, and shall indemnify and hold harmless Track, its directors, officers, shareholders, employees, representatives and agents from and against any losses, claims, damages, costs, suits, penalties, demands or liabilities, except claims of Track's employees for personal injuries arising in the scope of their employment, including reasonable legal counsel fees, occasioned by or arising out of, in whole or in part, by any willful or negligent act or omission of Lessor or any of its officers, directors, contractors, subcontractors, agents, servants or employees, and for any and all expenses for injury to or death of any person or loss of or damage to property in or about the Premises or in or about the facility of which the premises is a part that arises out of or in connection with the use or occupancy of the facility, provided that prompt written notice of any such claim or suit shall be given to Lessor by Track and Lessor shall be given full control over all negotiations and litigation in connection therewith including selection of counsel; and Lessor further agrees to indemnify and hold Track harmless from and against all claims, liabilities, losses,

damages, fines, penalties or clean-up costs incurred in connection with either the removal or containment of any hazardous or toxic substance in or about the Premises or in or about the facility of which the premises is a part that arises out of or in connection with the use or occupancy of the facility, provided that prompt written notice of such claim or suit shall be given to Lessor by Track, and Lessor shall be given full control over all negotiations and litigation in connection therewith, including selection of counsel. Track shall not be responsible for settlements made or costs or expenses incurred without its prior written consent.

(c) **Independent Contractor.** Track and Lessor each agree that they are not joint ventures or partners and that their status as to one another is, for the purpose of this Agreement, independent contractors and that neither they nor any of their contractors, subcontractors, agents or employees shall, at any time, constitute agents or employees of the other. Neither Track nor Lessor are granted any rights or authority to assume or create any obligation or liability, express or implied, on behalf of each other or to bind each other in any manner or thing whatsoever.

(d) **Approval.** The parties agree that their obligations under this Agreement are subject to the approval of the Arizona Department of Racing and Arizona Racing Commission and that in the event the Arizona Department of Racing or the Arizona Racing Commission fails or refuses to approve this Agreement or to authorize Track to conduct teletrack wagering at the teletrack wagering facility contemplated in this Agreement, then this Agreement shall be terminated and neither party shall be entitled to compensation for losses or damages arising out of or as a result of such termination.

(e) **Compliance with Law.** The parties agree that they will comply with any and all applicable laws, rules and regulations of the United States of America, the State of Arizona, the Rules of the Arizona Department of Racing and the Arizona Racing Commission, all agencies of the State of Arizona, including, without limitation, all applicable anti-discrimination, affirmative action, and conflict of interest provisions. During the term hereof, both Track and Lessor shall at all times be in good standing with the Arizona Department of Racing and the Arizona Racing Commission.

(f) **Governing Law.** The laws of the State of Arizona and the applicable rules promulgated thereunder by the Arizona Department of Racing and Arizona Racing Commission shall govern as to the interpretation, validity and affect of this Agreement. No principle of conflict of laws shall make the substantive law of any other state or jurisdiction applicable hereto. In the event of any further amendments to the Arizona Revised Statutes as they relate to Horse Racing or Pari-mutuel Wagering, or the Rules promulgated by the Arizona Department of Racing or the Arizona Racing Commission after the date hereof, the parties hereto agree to negotiate in good faith any necessary or advisable modifications to this Agreement.

(g) **Attorneys' Fees.** In the event suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of its cost of the suit and not as damages, reasonable attorneys' fees to be fixed by the Court.

(h) **Notices.** All notices required by provisions of this Agreement shall be in writing and sent, postage prepaid, by registered or certified mail, return receipt requested, personal delivery or via telefax.

In the case of Track to:

Turf Paradise
ATTN: Dave Johnson, Assistant General Manager
1501 W. Bell Road
Phoenix, Arizona 85023

With copies to:

Heidi McNeil Staudenmaier
Snell & Wilmer
One East Washington Street, Ste 2700
Phoenix, AZ. 85004

In the case of Lessor to:

Jennifer O'Donnell
K O'Donnell's Bar & Grill
14850 N. Northsight Blvd.
Scottsdale, AZ 85260

With copies to:

(l) **Entire Agreement**. This Agreement shall be deemed to include and incorporate the entire Agreement between the parties and may be amended, modified or superseded only by an instrument in writing signed by duly authorized officers of both parties.

(j) **Counterparts**. This Agreement may be executed by any number of counterparts, each of which may be deemed an original and all of which shall constitute a single document.

(k) **Titles and Captions**. Section titles, captions and numbers are provided for each section or subsection only as a matter of reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision herein.

12. **Authority**. The persons executing this Agreement on behalf of Track, by their respective signatures hereon, certify and represent that they are the duly authorized and acting corporate officers of Track and that they are authorized and empowered by the Board of Directors of Track to execute this Agreement on behalf of said corporation, and that this Agreement has been duly approved and they are authorized to obligate and to take such other and further action as may be necessary or appropriate to effectuate and carry out this Agreement. The persons executing this Agreement on behalf of Lessor, in the event that Lessor is a sole proprietorship or is a partnership, by their respective signatures certify and represent that they are duly authorized to execute this Agreement on behalf of Lessor and, in the event that Lessor is a corporation, that they are the duly authorized and acting corporate officers of Lessor and that they are authorized and empowered by the Board of Directors, or Managing or General Partner, if a partnership or Limited Liability Company, of Lessor to execute this Agreement on behalf of said corporation, and

that this Agreement has been duly approved and they are authorized to obligate the corporation and to take such other and further action as may be necessary or appropriate to effectuate and carry out this Agreement.

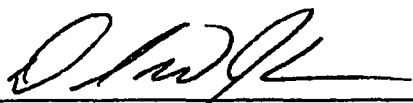
WHEREFORE, the parties hereto have set their hand the date first above written.

K O'Donnell's Bar & Grill

Jennifer O'Donnell

Title

Skyfall 7, LLC. dba TURF PARADISE

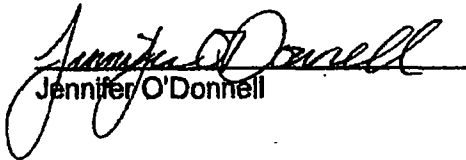


David W. Johnson
Vice President/Assistant General Manager

that this Agreement has been duly approved and they are authorized to obligate the corporation and to take such other and further action as may be necessary or appropriate to effectuate and carry out this Agreement.

WHEREFORE, the parties hereto have set their hand the date first above written.

K O'Donnell's Bar & Grill


Jennifer O'Donnell

owner / operator
Title

Skyfall 7, LLC. dba TURF PARADISE


David W. Johnson
Vice President/Assistant General Manager

**TURF PARADISE
TELETRACK
WAGERING FACILITY
AGREEMENT**

Date: November 17, 2025

Parties:

1. Skyfall 7, LLC. dba Turf Paradise, an Arizona Limited Liability Company, hereinafter referred to as "Track".
2. Glencar Restaurant, LLC dba R.T. O'Sullivan's, hereinafter referred to as "Lessor".

Terms:

- A. Date of Commencement, December 15, 2025
- B. Date of Termination, May 31, 2027

Premises: A portion of the facility known as Glencar Restaurant, LLC dba R.T. O'Sullivan's, located at 7919 E Thomas Rd., Suite 101, Scottsdale, AZ. 85251 as more fully described in Exhibit A attached hereto.

This Agreement is made by and between Skyfall 7, LLC, dba Turf Paradise, an Arizona Limited Liability Company (hereinafter sometimes referred to as "Track") and Lessor, as more fully described on the first page of this Agreement.

WHEREAS, Arizona Revised Statutes 5-111 (A) permit the operation of additional wagering facilities (hereinafter sometimes referred as "Teletrack Wagering Facilities") for wagering on the races composing the racing program of Track; and Track and Lessor desire to establish an additional wagering facility pursuant to the provisions of A.R.S. 5-111 (A) and to memorialize their various rights, duties and obligations by this Agreement; and

WHEREAS, Lessor is the owner of or leases from the owner that certain premises described on the first page of this Agreement (hereinafter sometimes referred to as "the Premises" of which the additional wagering facility is a part; and

WHEREAS, Track is the holder of a permit to conduct a horse racing meeting at Turf Paradise Race Track in the State of Arizona and desires its program to be transmitted to the additional wagering facility for teletrack wagering pursuant to the provisions of A.R.S. 5-111 (A) as more fully set forth in Exhibit A attached hereto; and

WHEREAS, Track desires to lease that certain portion of the premises as more fully described in Exhibit "A" attached hereto and hereinafter referred to as the "Facility" on a non-exclusive basis for the purpose of conducting teletrack wagering.

NOW THEREFORE, it is agreed as follows:

1. **Term and Premises**

(a) **Term**. The term of this Agreement shall be for the period commencing as set forth on the first page of this Agreement or as soon thereafter as is practicable after receiving necessary approvals, permits and licenses pursuant to Section 3(a) and 11(d) of this Agreement, through the termination date and for such additional periods as the parties may from time to time agree in writing.

(b) **Premises**. Lessor, for and in consideration of the mutual covenants and agreements of the parties, hereby leases, on a non-exclusive basis, to Track and Track hereby leases from Lessor those portions of the facility referred to herein as the Additional Wagering Facility more fully described in Exhibit "A" attached hereto. The leased portion of the Premises is limited to the areas specifically designated and described as the leased area, which area shall also be known as the "Facility." The parties acknowledge that the Facility is occupied by Track on a non-exclusive basis and Lessor reserves to itself all other rights of use, occupation and entry of

the Facility and the parties agree that all other rights except the right of non-exclusive occupancy and use as provided herein are reserved to Lessor.

2. **Duties and Responsibilities of Lessor.**

(a) **Additional Wagering Facility.** Lessor shall maintain the Premises of which the leased facility is a part, in a manner suitable for the operation of an additional wagering facility and shall open the facility to the public for purposes of teletrack wagering each day that a racing program conducted by Track is transmitted to the facility unless otherwise agreed to by Track and Lessor.

(b) **General Obligations of Lessor.** Lessor shall furnish or maintain or cause to be furnished or maintained, at the teletrack wagering facility, at no expense to Track:

(1) Reasonable physical protection at all times of the teletrack wagering system components installed or present on the Premises of Lessor which are owned by Track or leased by Track from third parties from loss, harm, damage or destruction by any cause whatsoever including, but not limited to, theft, removal, trespass, damage, interference by other person, vandalism or water damage. Such protection shall be afforded on a reasonable best efforts basis and shall, among other things, provide such protection from elements and fire extinguishing methods as are reasonably required to protect the same. Lessor further waives any claim or

right of ownership, possession or lien against all components, equipment, trade fixtures, materials or supplies owned by Track or placed or installed by Track in or upon the premises or facility. Lessor further agrees that all such components, equipment, trade fixtures, materials and supplies shall remain the property of Track, free of any claim of any kind whatsoever, regardless whether the same are fixed or attached thereto.

(2) Necessary electrical power, telephone cabling, outlets and voltage regulation for the proper, normal and emergency operation of the teletrack wagering system equipment, including without limitation a dedicated circuit to the pari-mutuel wagering terminals for teletrack operations.

(3) Secure space for the storage and care of printer ribbons, ticket materials and other supplies of Track reasonably necessary for the conduct of teletrack wagering operations as well as secure areas for the storage of spare or additional pari-mutuel wagering machines.

(4) Lessor shall permit the officers, directors, employees, agents and authorized representatives of Track access to the teletrack wagering system located at the Premises at all reasonable times for the proper supervision, maintenance, repair or operation of the system and to permit removal by Track or its designated agents or contractor's of the removable parts of the system when not required or necessary for teletrack wagering.

(5) Pay all taxes, fees, impositions or assessments levied or imposed by any governmental agency whether state or local by reason of the Lease, occupation, use or operation of the teletrack wagering facility and the conduct of business therein including without limitation all ad valorem real or personal property taxes, special taxes, sales, gross receipts, use or transaction privilege taxes, city, county and state permit or license fees or other excise taxes or fees.

(c) **Gates and Admissions.** Lessor shall be responsible for and shall control the admission of the public to the teletrack wagering facility. The cost of labor, materials and supplies associated with maintaining the facility in a clean and orderly manner shall be the sole responsibility of Lessor. Lessor further agrees not to charge admission to the Teletrack Wagering Facility. Lessor shall be responsible for compliance with and enforcement of laws and regulations of the State of Arizona or any local governmental entity and shall, at all time, maintain safe, orderly Premises and shall be responsible for control of any interfering activities on or about the Premises.

(d) **Parking.** Lessor shall provide for parking space reasonably necessary to accommodate the anticipated patrons at the teletrack wagering facility. The cost of labor, materials and supplies associated with construction, maintenance and operation of parking facilities shall be the sole responsibility of Lessor. Lessor further agrees not to charge for parking at the teletrack wagering facility.

(e) **Food and Beverage.** Lessor shall maintain and establish appropriate food and beverage service at the teletrack wagering facility. The costs of labor, materials and supplies associated with construction, maintenance and operation of food and beverage service shall be the sole responsibility of Lessor. Lessor shall be solely responsible for compliance with all requirements imposed on the facility in connection with any required beverage or liquor licenses or permits.

(f) **Amenities and Facilities.** Lessor shall be responsible for providing and maintaining a first-class, clean, safe and habitable teletrack wagering facility suitable for public attendance and adequate facilities for patrons to permit handicapping and appropriate seating areas sufficient to accommodate all patrons. Appropriate facilities for handicapped patron access shall also be provided. The facility shall not be used for any other purposes during the time teletrack wagering is being conducted. Lessor shall provide suitable furnishings and fixtures approved by Track for the tellers' stations or positions located in the Premises. Lessor shall be entitled to all revenues from food and beverage services and all other commercial enterprises conducted by Lessor. The cost of labor, materials and supplies associated with construction, maintenance and operation of the facility shall be the sole responsibility of Lessor.

(g) **Security.** Lessor shall provide adequate security for the protection of the public and all employees, including such uniformed or plainclothes security personnel as shall be reasonably necessary and as required by the Arizona

Department of Racing to protect the public and teletrack wagering facility from unlawful and improper acts or conduct. The cost of labor, materials and supplies associated with security of the teletrack wagering facility shall be the sole responsibility of Lessor.

(h) **Utilities**. Lessor shall provide such air conditioning, electrical service, water, heat, telephone service and light as are reasonably necessary to maintain a proper first-class teletrack wagering facility for the comfort of the patrons and for the operation of the facility. The cost of such utility services shall be the sole responsibility of Lessor.

(i) **Maintenance**. Lessor shall be responsible for all repairs, maintenance and janitorial services necessary for the facility and all equipment therein, except the pari-mutuel and other equipment installed by Track. In the event Lessor shall fail or refuse to provide such repairs, maintenance and janitorial services in a first-class manner, Track shall be permitted to perform such repairs, maintenance and janitorial services at the expense of Lessor.

(j) **Price Lists**. Lessor shall furnish Track prior to the commencement of the Racing meeting, a price list setting forth the amounts to be charged to the public for food and beverage services and all other vended items.

3. **Duties and Responsibilities of Track.**

(a) **Permits and Licenses.** Track shall apply for and secure at its sole cost and expense all necessary approvals, licenses or permits required by the State of Arizona or any other governmental entity to conduct and operate a teletrack wagering operation under Arizona law and shall maintain such approvals, licenses or permits in good standing at all times during the term of this Agreement, provided however, that Lessor shall be responsible and shall pay for all taxes, fees, impositions or assessments by all such governmental entities as provided in Paragraph 2(b)(5) of this Agreement.

(b) **Receiving and Display Equipment.** The cost of all labor, materials, supplies and services associated with the transmission reception or display of the audio-video signal to Lessor shall be the sole responsibility of Track. Track shall have the absolute right to remove any or all equipment, materials, supplies, fixtures owned by or installed in the teletrack wagering facility by Track during the term of this Agreement and/or for a reasonable period of time after the termination of this Agreement for any reason.

(c) **Pari-mutuel Operations.** Track shall employ and supervise such qualified pari-mutuel operations management and personnel together with such equipment as is reasonably necessary for the proper operation and management of the Teletrack wagering system given the reasonably anticipated attendance and

pari-mutuel wagering handle at the Premises. The cost of all materials and supplies associated with the maintenance and operation of the pari-mutuel wagering equipment at the Premises shall be the sole responsibility of Track. The cost of labor to operate pari-mutuel equipment (mutuel clerks) at the Premises shall be the sole responsibility of the Track. Track reserves the right to designate a managing agent, to supervise, operate and manage the pari-mutuel operations at the Teletrack wagering facility on behalf of track. Track shall notify lessor, in writing, of the designation of such managing agent. Track shall be responsible and pay for all pari-mutuel taxes levied or assessed by the state of Arizona on pari-mutuel wagering conducted at the facility.

4. **Programs.** For the purposes of this Agreement, Track shall have the exclusive right to distribute and sell all forms, tip sheets or other written materials for handicapping and the racing programs relating in any way to the teletrack wagering program.

5. **No Commission Fee.** Lessor shall not be entitled to receive any commission fee or payment from Track from or related to the wagers accepted and received at Facility on races which are telecast to the Facility by Track.

6. **Insurance.**

(a) **Track.** Track shall, on request, provide certificates of insurance for, and will maintain, at its expense, insurance coverage with companies having an A.M. Best rating of A, XIII or better as follows:

(1) All risks of physical damage coverage on its operations and facilities subject to normal exclusions;

(2) Workers' Compensation on Track's employees providing statutory benefits and an employer's liability limit of \$100,000; and

(3) Comprehensive general liability coverage of not less than \$1,000,000 combined single limit, which shall include extensions of coverage for products, complete operations, personal injury and specified contract coverage.

(4) Track shall also maintain an excess line of comprehensive general liability coverage in such amounts that Track may deem appropriate.

(5) In each and all such policies, save and except the Workers' Compensation policy, Lessor shall be an additional insured.

(b) Lessor. Lessor shall, on request, provide certificates of insurance for, and will maintain, at their expense, insurance coverage with insurance companies having an A.M. Best rating of A, XIII or better as follows, or if governmental entities, said entities may, after giving notice to Track, self-insure some or all of the following coverage's or be covered by an insurance pool, where the risk is born by insurance companies acceptable to Track:

(1) All risks of physical damage coverage on the facility, including the leased Premises, subject to normal exclusions;

(2) Workers' Compensation on Lessor's employees providing statutory benefits and an employer's liability limit of \$100,000; and

(3) Comprehensive general liability coverage of not less than \$1,000,000 combined single limit, which shall include extensions of coverage for products, complete operations, personal injury and blanket contract covering the entire facility.

(4) Liquor liability coverage of not less than \$1 million combined single limit.

(5) Lessor shall also maintain an excess line of comprehensive general liability coverage in such amounts that Lessor and Track may deem appropriate.

(6) In each and all such policies, save and except the Workers' Compensation policy, Track shall be an additional insured.

7. **Interruption or Interference with Signal.** Track shall not be liable to Lessor, its agents or employees or third persons claiming through Lessor for any losses occasioned by interruption or loss of the audio-video or pari-mutuel signal or transmission, for whatever duration, except that Track shall save and hold Lessor harmless from and against any claims of patrons or third parties relative to wagers made or claimed to be made and accepted through the pari-mutuel system. Any recovery of commission losses from the contractor or services supplier of Track, incurred as a result of interruption or loss of the audio-video or pari-mutuel signal or transmission, shall be for the sole benefit of Track.

8. **No Competing Teletrack Wagering.** The parties agree that because of the costs incurred by Track in establishing teletrack wagering and implementing this Agreement and the various factors affecting the patrons of pari-mutuel wagering involving horse racing that it shall be a material breach of this Agreement justifying the termination of this Agreement forthwith or the suspension of the audio-video signal to Lessor by Track for all or part of the remaining term of this Agreement in

the sole discretion of Track in the event Lessor accepts an audio-video signal for pari-mutuel wagering purposes of any racing program which is not transmitted to Lessor by Track during the time period that Track transmits its signal to Lessor.

9. **Right to Lease.** Lessor represents and warrants that Lessor has the requisite power, authority and right to lease the facility to Track as provided for in this Agreement. In the event that Lessor is not the owner of the Premises of which the facility is a part and is the lessee under a valid lease of the premises, then Lessor shall secure and deliver to Track a consent and approval to sublease the facility as provided in this Agreement duly executed by an authorized agent or officer or the owner of the premises, as the case may be, in a manner and form acceptable to Track and Track's legal counsel, as a condition precedent to Track's obligation under this Agreement.

10. **Termination.** There will be, starting on the first day of operation, a ninety (90) day trial period, in which Lessor can review the operation and determine whether or not it is in Lessors best interest to keep the Off-Track Betting operations at Lessor's establishment. The parties agree that Lessor shall at all times during the ninety (90) day trial period, have the right to terminate this Agreement, upon fifteen (15) days written notice to the Track. After the ninety (90) day trial period, the Parties agree that Track shall at all times have the right to terminate this agreement, upon fifteen (15) days written notice to Lessor, or if both Parties agree, this Agreement may be terminated by giving (15) days written notice, provided that

in the event of the condemnation or destruction of all or any part of the facility which renders the facility unsuitable or unusable in Track's sole opinion, or in the event Lessor shall fail to comply with any or all of the laws, rules or lawful orders of the Arizona Department of Racing and the Arizona Racing Commission or the State of Arizona or other governmental entity, then Track may, in Track's sole discretion, terminate this Agreement immediately upon written notice to Lessor and Track shall not be responsible for any costs, expenses or damages incurred by Lessor by reason of any such termination under this Paragraph. Lessor acknowledges and agrees that in the event of the sale or transfer of any interest in the business or of any license or permit required to operate the business located in the premises in which the teletrack wagering facility is located or any change in management or control are a violation of the rules of the Arizona Department of Racing and that all such transfers must be subject of a pre clearance of such transfer by the Department prior to the completion such transfer or of the completion or execution of any agreement providing for such transfer or sale.

If Track shall cease to operate as a pari-mutuel facility, for any reason will end this agreement.

11. **Miscellaneous Provisions.**

(a) **Prohibition of Pari-mutuel Wagering.** If at any time during the term of this Agreement pari-mutuel wagering on racing or teletrack wagering or the operation of the teletrack wagering facility contemplated by this Agreement is

made, declared, or held to be illegal or prohibited by statute or decision of a court of last resort, which decision has become final, or by any competent public authority whose decision is final and not appealable, or in the event the teletrack race permit issued by the Arizona Department of Racing is canceled, revoked, not renewed or otherwise terminated for any reason, this Agreement shall thereupon be deemed terminated and the parties hereto shall be released from any and all further liability or obligation hereunder, provided however that such termination shall not relieve Track or Lessor from any obligation or liability that accrued under the terms of this Agreement prior to the date of such termination.

(b) **Third Party Liability**. This agreement is not intended to benefit any third party and no person or entity other than Track and Lessor shall have any right of action arising under any of the terms and provisions of this agreement.

(1) **Track Liability**. Track shall assume responsibility for the defense of, and will indemnify and hold harmless Lessor, its directors, officers, shareholders, employees, representatives and agents from and against any losses, claims, damages, costs, suits, penalties, demands or liabilities, except claims of Lessor's employees for personal injuries arising in the scope of their employment, including reasonable legal counsel fees, occasioned by or arising out of, in whole or in part, any willful or negligent act or omission of Track or any of its officers, directors, contractors, subcontractors, agents, servants or employees, provided that prompt written notice of such claim or suit is given to Track by Lessor, and provided

Track is given full control over all negotiations and litigation in connection therewith, including selection of counsel. Track shall not be responsible for settlements made or costs or expenses incurred without its prior written consent.

(2) **Lessor Liability.** Lessor will assume the responsibility for the defense of, and shall indemnify and hold harmless Track, its directors, officers, shareholders, employees, representatives and agents from and against any losses, claims, damages, costs, suits, penalties, demands or liabilities, except claims of Track's employees for personal injuries arising in the scope of their employment, including reasonable legal counsel fees, occasioned by or arising out of, in whole or in part, by any willful or negligent act or omission of Lessor or any of its officers, directors, contractors, subcontractors, agents, servants or employees, and for any and all expenses for injury to or death of any person or loss of or damage to property in or about the Premises or in or about the facility of which the premises is a part that arises out of or in connection with the use or occupancy of the facility, provided that prompt written notice of any such claim or suit shall be given to Lessor by Track and Lessor shall be given full control over all negotiations and litigation in connection therewith including selection of counsel; and Lessor further agrees to indemnify and hold Track harmless from and against all claims, liabilities, losses, damages, fines, penalties or clean-up costs incurred in connection with either the removal or containment of any hazardous or toxic substance in or about the Premises or in or about the facility of which the premises is a part that arises out of or in connection with the use or occupancy of the facility, provided that

prompt written notice of such claim or suit shall be given to Lessor by Track, and Lessor shall be given full control over all negotiations and litigation in connection therewith, including selection of counsel. Track shall not be responsible for settlements made or costs or expenses incurred without its prior written consent.

(c) **Independent Contractor.** Track and Lessor each agree that they are not joint ventures or partners and that their status as to one another is, for the purpose of this Agreement, independent contractors and that neither they nor any of their contractors, subcontractors, agents or employees shall, at any time, constitute agents or employees of the other. Neither Track nor Lessor are granted any rights or authority to assume or create any obligation or liability, express or implied, on behalf of each other or to bind each other in any manner or thing whatsoever.

(d) **Approval.** The parties agree that their obligations under this Agreement are subject to the approval of the Arizona Department of Racing and Arizona Racing Commission and that in the event the Arizona Department of Racing or the Arizona Racing Commission fails or refuses to approve this Agreement or to authorize Track to conduct teletrack wagering at the teletrack wagering facility contemplated in this Agreement, then this Agreement shall be terminated and neither party shall be entitled to compensation for losses or damages arising out of or as a result of such termination.

(e) **Compliance with Law.** The parties agree that they will comply with any and all applicable laws, rules and regulations of the United States of America, the State of Arizona, the Rules of the Arizona Department of Racing and the Arizona Racing Commission, all agencies of the State of Arizona, including, without limitation, all applicable anti-discrimination, affirmative action, and conflict of interest provisions. During the term hereof, both Track and Lessor shall at all times be in good standing with the Arizona Department of Racing and the Arizona Racing Commission.

(f) **Governing Law.** The laws of the State of Arizona and the applicable rules promulgated thereunder by the Arizona Department of Racing and Arizona Racing Commission shall govern as to the interpretation, validity and affect of this Agreement. No principle of conflict of laws shall make the substantive law of any other state or jurisdiction applicable hereto. In the event of any further amendments to the Arizona Revised Statutes as they relate to Horse Racing or Pari-mutuel Wagering, or the Rules promulgated by the Arizona Department of Racing or the Arizona Racing Commission after the date hereof, the parties hereto agree to negotiate in good faith any necessary or advisable modifications to this Agreement.

(g) **Attorneys' Fees.** In the event suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an

element of its cost of the suit and not as damages, reasonable attorneys' fees to be fixed by the Court.

(h) **Notices.** All notices required by provisions of this Agreement shall be in writing and sent, postage prepaid, by registered or certified mail, return receipt requested, personal delivery or via telefax.

In the case of Track to:

Turf Paradise
ATTN: Dave Johnson
Assistant General Manager
1501 W. Bell Road
Phoenix, Arizona 85023

With copies to:

Heidi McNeil Staudenmaier
Snell & Wilmer
One East Washington Street, Ste 2700
Phoenix, AZ. 85004

In the case of Lessor to:

Ray O'Sullivan
Glencar Restaurant, LLC dba R.T. O'Sullivan's
7919 E Thomas Rd., Suite 101
Scottsdale, AZ. 85251

With copies to:

(l) **Entire Agreement.** This Agreement shall be deemed to include and incorporate the entire Agreement between the parties and may be amended, modified or superseded only by an instrument in writing signed by duly authorized officers of both parties.

(j) **Counterparts.** This Agreement may be executed by any number of counterparts, each of which may be deemed an original and all of which shall constitute a single document.

(k) **Titles and Captions.** Section titles, captions and numbers are provided for each section or subsection only as a matter of reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision herein.

12. **Authority.** The persons executing this Agreement on behalf of Track, by their respective signatures hereon, certify and represent that they are the duly authorized and acting corporate officers of Track and that they are authorized and empowered by the Board of Directors of Track to execute this Agreement on behalf of said corporation, and that this Agreement has been duly approved and they are authorized to obligate and to take such other and further action as may be necessary or appropriate to effectuate and carry out this Agreement. The persons executing this Agreement on behalf of Lessor, in the event that Lessor is a sole

proprietorship or is a partnership, by their respective signatures certify and represent that they are duly authorized to execute this Agreement on behalf of Lessor and, in the event that Lessor is a corporation, that they are the duly authorized and acting corporate officers of Lessor and that they are authorized and empowered by the Board of Directors, or Managing or General Partner, if a partnership or Limited Liability Company, of Lessor to execute this Agreement on behalf of said corporation,

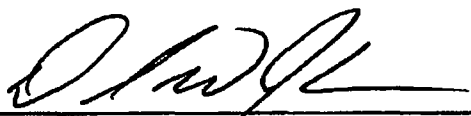
and that this Agreement has been duly approved and they are authorized to obligate the corporation and to take such other and further action as may be necessary or appropriate to effectuate and carry out this Agreement.

WHEREFORE, the parties hereto have set their hand the date first above written.

Glencar Restaurant, LLC dba R.T. O'Sullivan

Ray O'Sullivan

Skyfall 7, LLC. dba TURF PARADISE



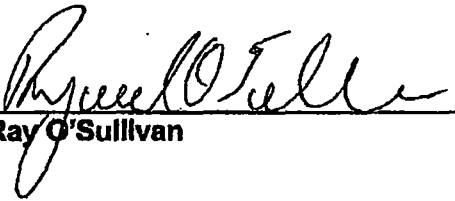
David W. Johnson
Vice President/Assistant General Manager

proprietorship or is a partnership, by their respective signatures certify and represent that they are duly authorized to execute this Agreement on behalf of Lessor and, in the event that Lessor is a corporation, that they are the duly authorized and acting corporate officers of Lessor and that they are authorized and empowered by the Board of Directors, or Managing or General Partner, if a partnership or Limited Liability Company, of Lessor to execute this Agreement on behalf of said corporation,

and that this Agreement has been duly approved and they are authorized to obligate the corporation and to take such other and further action as may be necessary or appropriate to effectuate and carry out this Agreement.


WHEREFORE, the parties hereto have set their hand the date first above written.

Glencar Restaurant, LLC dba R.T. O'Sullivan's



Ray O'Sullivan

Skyfall 7, LLC. dba TURF PARADISE



David W. Johnson
Vice President/Assistant General Manager

**TURF PARADISE
TELETRACK
WAGERING FACILITY
AGREEMENT**

Date: November 25, 2025

Parties:

1. Skyfall 7, LLC. dba Turf Paradise, an Arizona Limited Liability Company, hereinafter referred to as "Track".

2. TG3 Partners, LLC dba Tavern Grille Scottsdale hereinafter referred to as "Lessor".

Terms:

- A. Date of Commencement, December 15, 2025

- B. Date of Termination, May 31, 2027

Premises: A portion of the facility known as Tavern Grille Scottsdale, located at 8800 East Villa Linda, Suite #106, Scottsdale, AZ. 85285 as more fully described in Exhibit A attached hereto.

This Agreement is made by and between Skyfall 7, LLC. dba Turf Paradise, an Arizona Limited Liability Company (hereinafter sometimes referred to as "Track") and Lessor, as more fully described on the first page of this Agreement.

WHEREAS, Arizona Revised Statutes 5-111 (A) permit the operation of additional wagering facilities (hereinafter sometimes referred as "Teletrack Wagering Facilities") for wagering on the races composing the racing program of Track; and Track and Lessor desire to establish an additional wagering facility pursuant to the provisions of A.R.S. 5-111 (A) and to memorialize their various rights, duties and obligations by this Agreement; and

WHEREAS, Lessor is the owner of or leases from the owner that certain premises described on the first page of this Agreement (hereinafter sometimes referred to as "the Premises" of which the additional wagering facility is a part; and

WHEREAS, Track is the holder of a permit to conduct a horse racing meeting at Turf Paradise Race Track in the State of Arizona and desires its program to be transmitted to the additional wagering facility for teletrack wagering pursuant to the provisions of A.R.S. 5-111 (A) as more fully set forth in Exhibit A attached hereto; and

WHEREAS, Track desires to lease that certain portion of the premises as more fully described in Exhibit "A" attached hereto and hereinafter referred to as the "Facility" on a non-exclusive basis for the purpose of conducting teletrack wagering.

NOW THEREFORE, it is agreed as follows:

1. **Term and Premises**

(a) **Term.** The term of this Agreement shall be for the period commencing as set forth on the first page of this Agreement or as soon thereafter as is practicable after receiving necessary approvals, permits and licenses pursuant to Section 3(a) and 11(d) of this Agreement, through the termination date and for such additional periods as the parties may from time to time agree in writing.

(b) **Premises.** Lessor, for and in consideration of the mutual covenants and agreements of the parties, hereby leases, on a non-exclusive basis, to Track and Track hereby leases from Lessor those portions of the facility referred to herein as the Additional Wagering Facility more fully described in Exhibit "A" attached hereto. The leased portion of the Premises is limited to the areas specifically designated and described as the leased area, which area shall also be known as the "Facility." The parties acknowledge that the Facility is occupied by Track on a non-exclusive basis and Lessor reserves to itself all other rights of use, occupation and entry of the Facility and the parties agree that all other rights except the right of non-exclusive occupancy and use as provided herein are reserved to Lessor.

2. **Duties and Responsibilities of Lessor.**

(a) **Additional Wagering Facility.** Lessor shall maintain the Premises of which the leased facility is a part, in a manner suitable for the operation of an additional wagering facility and shall open the facility to the public for purposes of teletrack wagering each day that a racing program conducted by Track is transmitted to the facility unless otherwise agreed to by Track and Lessor.

(b) **General Obligations of Lessor.** Lessor shall furnish or maintain or cause to be furnished or maintained, at the teletrack wagering facility, at no expense to Track:

(1) Reasonable physical protection at all times of the teletrack wagering system components installed or present on the Premises of Lessor which are owned by Track or leased by Track from third parties from loss, harm, damage or destruction by any cause whatsoever including, but not limited to, theft, removal, trespass, damage, interference by other person, vandalism or water damage. Such protection shall be afforded on a reasonable best efforts basis and shall, among other things, provide such protection from elements and fire extinguishing methods as are reasonably required to protect the same. Lessor further waives any claim or right of ownership, possession or lien against all components, equipment, trade fixtures, materials or supplies owned by Track or placed or installed by Track in or upon the premises or facility. Lessor further agrees that all such components, equipment, trade fixtures, materials and supplies shall remain the property of Track, free of any claim of any kind whatsoever, regardless whether the same are fixed or attached thereto.

(2) Necessary electrical power, telephone cabling, outlets and voltage regulation for the proper, normal and emergency operation of the teletrack wagering system equipment, including without limitation a dedicated circuit to the pari-mutuel wagering terminals for teletrack operations.

(3) Secure space for the storage and care of printer ribbons, ticket materials and other supplies of Track reasonably necessary for the conduct of teletrack wagering operations as well as secure areas for the storage of spare or additional pari-mutuel wagering machines.

(4) Lessor shall permit the officers, directors, employees, agents and authorized representatives of Track access to the teletrack wagering system located at the Premises at all reasonable times for the proper supervision, maintenance, repair or operation of the system and to permit removal by Track or its designated agents or contractor's of the removable parts of the system when not required or necessary for teletrack wagering.

(5) Pay all taxes, fees, impositions or assessments levied or imposed by any governmental agency whether state or local by reason of the Lease, occupation, use or operation of the teletrack wagering facility and the conduct of business therein including without limitation all ad valorem real or personal property taxes, special taxes, sales, gross receipts, use or transaction privilege taxes, city, county and state permit or license fees or other excise taxes or fees.

(c) **Gates and Admissions.** Lessor shall be responsible for and shall control the admission of the public to the teletrack wagering facility. The cost of labor, materials and supplies associated with maintaining the facility in a clean and orderly manner shall be the sole responsibility of Lessor. Lessor further agrees not to charge admission to the Teletrack Wagering Facility. Lessor shall be responsible for compliance with and enforcement of laws and regulations of the State of Arizona or any local governmental entity and shall, at all time, maintain safe, orderly Premises and shall be responsible for control of any interfering activities on or about the Premises.

(d) **Parking.** Lessor shall provide for parking space reasonably necessary to accommodate the anticipated patrons at the teletrack wagering facility. The cost of labor, materials and supplies associated with construction, maintenance and operation of parking facilities shall be the sole responsibility of Lessor. Lessor further agrees not to charge for parking at the teletrack wagering facility.

(e) **Food and Beverage.** Lessor shall maintain and establish appropriate food and beverage service at the teletrack wagering facility. The costs of labor, materials and supplies associated with construction, maintenance and operation of food and beverage service shall be the sole responsibility of Lessor. Lessor shall be solely responsible for compliance with all requirements imposed on the facility in connection with any required beverage or liquor licenses or permits.

(f) **Amenities and Facilities.** Lessor shall be responsible for providing and maintaining a first-class, clean, safe and habitable teletrack wagering facility suitable for public attendance and adequate facilities for patrons to permit handicapping and appropriate seating areas sufficient to accommodate all patrons. Appropriate facilities for handicapped patron access shall also be provided. The facility shall not be used for any other purposes during the time teletrack wagering is being conducted. Lessor shall provide suitable furnishings and fixtures approved by Track for the tellers' stations or positions located in the Premises. Lessor shall be entitled to all revenues from food and beverage services and all other commercial enterprises conducted by Lessor. The cost of labor, materials and supplies associated with construction, maintenance and operation of the facility shall be the sole responsibility of Lessor.

(g) **Security.** Lessor shall provide adequate security for the protection of the public and all employees, including such uniformed or plainclothes security personnel as shall be reasonably necessary and as required by the Arizona Department of Racing to protect the public and teletrack wagering facility from unlawful and improper acts or conduct. The cost of labor, materials and supplies associated with security of the teletrack wagering facility shall be the sole responsibility of Lessor.

(h) **Utilities.** Lessor shall provide such air conditioning, electrical service, water, heat, telephone service and light as are reasonably necessary to maintain a proper first-class teletrack wagering facility for the comfort of the patrons and for the operation of the facility. The cost of such utility services shall be the sole responsibility of Lessor.

(i) **Maintenance**. Lessor shall be responsible for all repairs, maintenance and janitorial services necessary for the facility and all equipment therein, except the pari-mutuel and other equipment installed by Track. In the event Lessor shall fail or refuse to provide such repairs, maintenance and janitorial services in a first-class manner, Track shall be permitted to perform such repairs, maintenance and janitorial services at the expense of Lessor.

(j) **Price Lists**. Lessor shall furnish Track prior to the commencement of the Racing meeting, a price list setting forth the amounts to be charged to the public for food and beverage services and all other vended items.

3. **Duties and Responsibilities of Track.**

(a) **Permits and Licenses**. Track shall apply for and secure at its sole cost and expense all necessary approvals, licenses or permits required by the State of Arizona or any other governmental entity to conduct and operate a teletrack wagering operation under Arizona law and shall maintain such approvals, licenses or permits in good standing at all times during the term of this Agreement, provided however, that Lessor shall be responsible and shall pay for all taxes, fees, impositions or assessments by all such governmental entities as provided in Paragraph 2(b)(5) of this Agreement.

(b) **Receiving and Display Equipment**. The cost of all labor, materials, supplies and services associated with the transmission reception or display of the audio-video signal to Lessor shall be the sole responsibility of Track. Track shall have the absolute right to remove any or all

equipment, materials, supplies, fixtures owned by or installed in the teletrack wagering facility by Track during the term of this Agreement and/or for a reasonable period of time after the termination of this Agreement for any reason.

(c) **Pari-mutuel Operations.** Track shall employ and supervise such qualified pari-mutuel operations management and personnel together with such equipment as is reasonably necessary for the proper operation and management of the Teletrack wagering system given the reasonably anticipated attendance and pari-mutuel wagering handle at the Premises. The cost of all materials and supplies associated with the maintenance and operation of the pari-mutuel wagering equipment at the Premises shall be the sole responsibility of Track. The cost of labor to operate pari-mutuel equipment (mutuel clerks) at the Premises shall be the sole responsibility of the Track. Track reserves the right to designate a managing agent, to supervise, operate and manage the pari-mutuel operations at the Teletrack wagering facility on behalf of track. Track shall notify lessor, in writing, of the designation of such managing agent. Track shall be responsible and pay for all pari-mutuel taxes levied or assessed by the state of Arizona on pari-mutuel wagering conducted at the facility.

4. **Programs.** For the purposes of this Agreement, Track shall have the exclusive right to distribute and sell all forms, tip sheets or other written materials for handicapping and the racing programs relating in any way to the teletrack wagering program.

5. **No Commission Fee.** Lessor shall not be entitled to receive any commission fee or payment from Track from or related to the wagers accepted and received at Facility on races which are telecast to the Facility by Track.

6. **Insurance.**

(a) **Track.** Track shall, on request, provide certificates of insurance for, and will maintain, at its expense, insurance coverage with companies having an A.M. Best rating of A, XIII or better as follows:

(1) All risks of physical damage coverage on its operations and facilities subject to normal exclusions;

(2) Workers' Compensation on Track's employees providing statutory benefits and an employer's liability limit of \$100,000; and

(3) Comprehensive general liability coverage of not less than \$1,000,000 combined single limit, which shall include extensions of coverage for products, complete operations, personal injury and specified contract coverage.

(4) Track shall also maintain an excess line of comprehensive general liability coverage in such amounts that Track may deem appropriate.

(5) In each and all such policies, save and except the Workers' Compensation policy, Lessor shall be an additional insured.

(b) **Lessor**. Lessor shall, on request, provide certificates of insurance for, and will maintain, at their expense, insurance coverage with insurance companies having an A.M. Best rating of A, XIII or better as follows, or if governmental entities, said entities may, after giving notice to Track, self-insure some or all of the following coverage's or be covered by an insurance pool, where the risk is born by insurance companies acceptable to Track:

(1) All risks of physical damage coverage on the facility, including the leased Premises, subject to normal exclusions;

(2) Workers' Compensation on Lessor's employees providing statutory benefits and an employer's liability limit of \$100,000; and

(3) Comprehensive general liability coverage of not less than \$1,000,000 combined single limit, which shall include extensions of coverage for products, complete operations, personal injury and blanket contract covering the entire facility.

(4) Liquor liability coverage of not less than \$1 million combined single limit.

(5) Lessor shall also maintain an excess line of comprehensive general liability coverage in such amounts that Lessor and Track may deem appropriate.

(6) In each and all such policies, save and except the Workers' Compensation policy, Track shall be an additional insured.

7. **Interruption or Interference with Signal.** Track shall not be liable to Lessor, its agents or employees or third persons claiming through Lessor for any losses occasioned by interruption or loss of the audio-video or pari-mutuel signal or transmission, for whatever duration, except that Track shall save and hold Lessor harmless from and against any claims of patrons or third parties relative to wagers made or claimed to be made and accepted through the pari-mutuel system. Any recovery of commission losses from the contractor or services supplier of Track, incurred as a result of interruption or loss of the audio-video or pari-mutuel signal or transmission, shall be for the sole benefit of Track.

8. **No Competing Teletrack Wagering.** The parties agree that because of the costs incurred by Track in establishing teletrack wagering and implementing this Agreement and the various factors affecting the patrons of pari-mutuel wagering involving horse racing that it shall be a material breach of this Agreement justifying the termination of this Agreement forthwith or the suspension of the audio-video signal to Lessor by Track for all or part of the remaining term of this Agreement in the sole discretion of Track in the event Lessor accepts an audio-video signal for pari-mutuel wagering purposes of any racing program which is not transmitted to Lessor by Track during the time period that Track transmits its signal to Lessor.

9. **Right to Lease.** Lessor represents and warrants that Lessor has the requisite power, authority and right to lease the facility to Track as provided for in this Agreement. In the event

that Lessor is not the owner of the Premises of which the facility is a part and is the lessee under a valid lease of the premises, then Lessor shall secure and deliver to Track a consent and approval to sublease the facility as provided in this Agreement duly executed by an authorized agent or officer or the owner of the premises, as the case may be, in a manner and form acceptable to Track and Track's legal counsel, as a condition precedent to Track's obligation under this Agreement.

10. **Termination.** The parties agree that Track and Lessor shall at all times have the right to terminate this Agreement, upon fifteen (15) days written notice to the other party, provided that in the event of the condemnation or destruction of all or any part of the facility which renders the facility unsuitable or unusable in Track's sole opinion, or in the event Lessor shall fail to comply with any or all of the laws, rules or lawful orders of the Arizona Department of Racing and the Arizona Racing Commission or the State of Arizona or other governmental entity, then Track may, in Track's sole discretion, terminate this Agreement immediately upon written notice to Lessor and Track shall not be responsible for any costs, expenses or damages incurred by Lessor by reason of any such termination under this Paragraph. Lessor acknowledges and agrees that in the event of the sale or transfer of any interest in the business or of any license or permit required to operate the business located in the premises in which the teletrack wagering facility is located or any change in management or control are a violation of the rules of the Arizona Department of Racing and that all such transfers must be subject of a pre clearance of such transfer by the Department prior to the completion such transfer or of the completion or execution of any agreement providing for such transfer or sale.

11. **Miscellaneous Provisions.**

(a) **Prohibition of Pari-mutuel Wagering.** If at any time during the term of this Agreement pari-mutuel wagering on racing or teletrack wagering or the operation of the teletrack wagering facility contemplated by this Agreement is made, declared, or held to be illegal or prohibited by statute or decision of a court of last resort, which decision has become final, or by any competent public authority whose decision is final and not appealable, or in the event the teletrack race permit issued by the Arizona Department of Racing is canceled, revoked, not renewed or otherwise terminated for any reason, this Agreement shall thereupon be deemed terminated and the parties hereto shall be released from any and all further liability or obligation hereunder, provided however that such termination shall not relieve Track or Lessor from any obligation or liability that accrued under the terms of this Agreement prior to the date of such termination.

(b) **Third Party Liability.** This agreement is not intended to benefit any third party and no person or entity other than Track and Lessor shall have any right of action arising under any of the terms and provisions of this agreement.

(1) **Track Liability.** Track shall assume responsibility for the defense of, and will indemnify and hold harmless Lessor, its directors, officers, shareholders, employees, representatives and agents from and against any losses, claims, damages, costs, suits, penalties, demands or liabilities, except claims of Lessor's employees for personal injuries arising in the scope of their employment, including reasonable legal counsel fees, occasioned by or arising out

of, in whole or in part, any willful or negligent act or omission of Track or any of its officers, directors, contractors, subcontractors, agents, servants or employees, provided that prompt written notice of such claim or suit is given to Track by Lessor, and provided Track is given full control over all negotiations and litigation in connection therewith, including selection of counsel. Track shall not be responsible for settlements made or costs or expenses incurred without its prior written consent.

(2) **Lessor Liability**. Lessor will assume the responsibility for the defense of, and shall indemnify and hold harmless Track, its directors, officers, shareholders, employees, representatives and agents from and against any losses, claims, damages, costs, suits, penalties, demands or liabilities, except claims of Track's employees for personal injuries arising in the scope of their employment, including reasonable legal counsel fees, occasioned by or arising out of, in whole or in part, by any willful or negligent act or omission of Lessor or any of its officers, directors, contractors, subcontractors, agents, servants or employees, and for any and all expenses for injury to or death of any person or loss of or damage to property in or about the Premises or in or about the facility of which the premises is a part that arises out of or in connection with the use or occupancy of the facility, provided that prompt written notice of any such claim or suit shall be given to Lessor by Track and Lessor shall be given full control over all negotiations and litigation in connection therewith including selection of counsel; and Lessor further agrees to indemnify and hold Track harmless from and against all claims, liabilities, losses, damages, fines, penalties or clean-up costs incurred in connection with either the removal or containment of any hazardous or toxic substance in or about the Premises or in or about the facility of which the premises is a part that arises out of or in connection with the use or

occupancy of the facility, provided that prompt written notice of such claim or suit shall be given to Lessor by Track, and Lessor shall be given full control over all negotiations and litigation in connection therewith, including selection of counsel. Track shall not be responsible for settlements made or costs or expenses incurred without its prior written consent.

(c) **Independent Contractor**. Track and Lessor each agree that they are not joint ventures or partners and that their status as to one another is, for the purpose of this Agreement, independent contractors and that neither they nor any of their contractors, subcontractors, agents or employees shall, at any time, constitute agents or employees of the other. Neither Track nor Lessor are granted any rights or authority to assume or create any obligation or liability, express or implied, on behalf of each other or to bind each other in any manner or thing whatsoever.

(d) **Approval**. The parties agree that their obligations under this Agreement are subject to the approval of the Arizona Department of Racing and Arizona Racing Commission and that in the event the Arizona Department of Racing or the Arizona Racing Commission fails or refuses to approve this Agreement or to authorize Track to conduct teletrack wagering at the teletrack wagering facility contemplated in this Agreement, then this Agreement shall be terminated and neither party shall be entitled to compensation for losses or damages arising out of or as a result of such termination.

(e) **Compliance with Law**. The parties agree that they will comply with any and all applicable laws, rules and regulations of the United States of America, the State of Arizona, the Rules of the Arizona Department of Racing and the Arizona Racing Commission, all agencies of

the State of Arizona, including, without limitation, all applicable anti-discrimination, affirmative action, and conflict of interest provisions. During the term hereof, both Track and Lessor shall at all times be in good standing with the Arizona Department of Racing and the Arizona Racing Commission.

(f) **Governing Law.** The laws of the State of Arizona and the applicable rules promulgated thereunder by the Arizona Department of Racing and Arizona Racing Commission shall govern as to the interpretation, validity and affect of this Agreement. No principle of conflict of laws shall make the substantive law of any other state or jurisdiction applicable hereto. In the event of any further amendments to the Arizona Revised Statutes as they relate to Horse Racing or Pari-mutuel Wagering, or the Rules promulgated by the Arizona Department of Racing or the Arizona Racing Commission after the date hereof, the parties hereto agree to negotiate in good faith any necessary or advisable modifications to this Agreement.

(g) **Attorneys' Fees.** In the event suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of its cost of the suit and not as damages, reasonable attorneys' fees to be fixed by the Court.

(h) **Notices.** All notices required by provisions of this Agreement shall be in writing and sent, postage prepaid, by registered or certified mail, return receipt requested, personal delivery or via telefax.

In the case of Track to:

Turf Paradise
ATTN: Dave Johnson,
Assistant General Manager
1501 W. Bell Road
Phoenix, AZ. 85023

With copies to:

Heidi McNeil Staudenmaier
Snell & Wilmer
One East Washington Street, Ste 2700
Phoenix, AZ. 85004

In the case of Lessor to:

TG3 Partners, LLC dba Tavern Grille Scottsdale
ATTN: John Steel & Troy Weurding
8800 East Villa Linda, Suite #106
Scottsdale, AZ. 85285

With copies to:

(I) **Entire Agreement.** This Agreement shall be deemed to include and incorporate the entire Agreement between the parties and may be amended, modified or superseded only by an instrument in writing signed by duly authorized officers of both parties.

(j) **Counterparts**. This Agreement may be executed by any number of counterparts, each of which may be deemed an original and all of which shall constitute a single document.

(k) **Titles and Captions**. Section titles, captions and numbers are provided for each section or subsection only as a matter of reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision herein.

12. **Authority**. The persons executing this Agreement on behalf of Track, by their respective signatures hereon, certify and represent that they are the duly authorized and acting corporate officers of Track and that they are authorized and empowered by the Board of Directors of Track to execute this Agreement on behalf of said corporation, and that this Agreement has been duly approved and they are authorized to obligate and to take such other and further action as may be necessary or appropriate to effectuate and carry out this Agreement. The persons executing this Agreement on behalf of Lessor, in the event that Lessor is a sole proprietorship or is a partnership, by their respective signatures certify and represent that they are duly authorized to execute this Agreement on behalf of Lessor and, in the event that Lessor is a corporation, that they are the duly authorized and acting corporate officers of Lessor and that they are authorized and empowered by the Board of Directors, or Managing or General Partner, if a partnership or Limited Liability Company, of Lessor to execute this Agreement on behalf of said corporation, and that this Agreement has been duly approved and they are authorized to obligate the corporation and to take such other and further action as may be necessary or appropriate to effectuate and carry out this Agreement.


WHEREFORE, the parties hereto have set their hand the date first above written.

TG3 Partners, LLC dba Tavern Grille

John Steel

Title

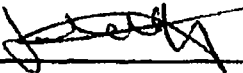
Skyfall 7, LLC. dba TURF PARADISE



David W. Johnson
Vice President/Assistant General Manager

WHEREFORE, the parties hereto have set their hand the date first above written.

TG3 Partners, LLC dba Tavern Grille

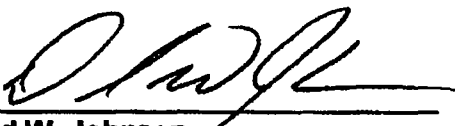


John Steel

owner

Title

Skyfall 7, LLC. dba TURF PARADISE



David W. Johnson
Vice President/Assistant General Manager

**COMMERCIAL PERMIT TO CONDUCT A HORSE RACE
MEET STATE OF ARIZONA TO:**

**SKYFALL 7 L.L.C. DBA TURF
PARADISE
FY2026, FY2027, FY2028**

TOM LUDT, GENERAL MANAGER

By virtue of the authority vested in the Arizona Department of Gaming, Division of Racing ("Division") and the Arizona Racing Commission ("Commission"), pursuant to the provisions of Arizona Revised Statutes ("A.R.S.") Title, 5, Chapter 1, the Commission considered and conditionally approved a commercial permit to conduct a Commercial horse racing race meet for the period detailed in "Schedule A" attached hereto and incorporated herein by reference, assuming lease extensions and Division approval of financial base checks in August 2026 and August 2027. The Permittee is authorized to conduct racing only by pari-mutuel wagering and only on those days indicated on the approved schedule of performance identified in "Schedule A".

This permit to conduct a racing meeting is deemed personal in nature, is nontransferable, and shall terminate upon a substantial change of ownership of the Permittee, as provided in A.R.S. § 5-107. In addition, pursuant to A.R.S. § 5-108.02(B), the Commission may revoke the commercial permit to hold a racing meeting for any reason which would be grounds to refuse to issue, approve or renew a permit under the provisions of A.R.S. § 5-108(A), including if any corporate permittee transfers ten percent of its stock after a permit to hold a racing meeting is issued, and before the termination of the permit period, except as authorized in A.R.S. § 5-108(A)(2)(d).

Permit Term: December 18, 2025 through June 30, 2026; July 1, 2026 through June 30, 2027; and July 1, 2027 through June 30, 2028.

Cash Bond: Pursuant to A.R.S. § 5-107(C), the Permittee shall deposit a cash bond in the amount of five thousand dollars (\$5,000) with the Division to ensure, the payment of fees and the amount due the State as the percentage of pari-mutuel receipts payable to the State by law.

Performance Bonds: A.R.S. § 5-107(D) requires the Permittee to deposit a bond in the amount of three hundred thousand dollars (\$300,000) with the Division, made payable to the State for the benefit of the State and any person covered by this statute. The bond shall be effective for the period of the racing permit granted by the Commission.

Horsemen's Bookkeeper: Pursuant to Arizona Administrative Code ("A.A.C.") R19-2-103, R19-2-121(A)(1) and (O)(3), the Permittee shall employ a horsemen's bookkeeper who shall be bonded in an amount set by the Director, guaranteeing the faithful performance of their duties pursuant to A.A.C. R19-2-121(O). The bond shall be effective for the period of the racing permit granted by the Commission.

Bookkeeper Bond Amount: \$100,000

Indemnification Clause: Permittee shall indemnify, defend, save and hold harmless the state of Arizona, its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, costs or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") arising out of

bodily injury or personal injury of any person (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Permittee or any of its owners, officers, directors, agents, employees, contractors, or subcontractors. This indemnity includes any claim amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Permittee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Permittee from and against any and all claims. It is agreed that Permittee will be responsible for primary loss investigation defense and judgment costs where this indemnification is applicable. In consideration of the award of this permit, the Permittee agrees to waive all rights of subrogation against the state of Arizona, its officers, officials, agents, and employees for losses arising from the racing meeting conducted and managed by Permittee under this permit.

This indemnity shall not apply if the Permuter or it's contractor(s) or subcontractor(s) is/are an agency, board, commission, or University of the State of Arizona.

Insurance Requirements: Permittee and its contractors and subcontractors shall procure and maintain, until all of their obligations have been discharged, insurance against claims for injury to persons or damage to property, which may arise from or in connection with the racing meeting conducted and managed by the Permittee, its agents, representatives, employees, contractors, or subcontractors.

The insurance requirements herein are minimum requirements for this permit and in no way limit the indemnity covenants contained in this permit. The state of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Permittee from liabilities that might arise out of the racing meeting because of actions by the Permittee, its agents, representatives, employees, contractors, or subcontractors, and Permittee is free to purchase additional insurance.

1. **Minimum Scope and Limits of Insurance:** Permittee shall provide coverage with limits of liability not less than stated below.
 - a. **Commercial General Liability-Occurrence Form**
Policy shall include bodily injury, property damage, personal injury, and broad form contractual liability.

General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Damage to Rented Premises	\$50,000
Blanket Contractual Liability- Written and Oral	\$1,000,000
Each Occurrence	\$1,000,000

- i. The policy shall be endorsed, required by this permit, to include the state of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of racing-meeting activities performed by or on behalf of the Permittee.

- ii. Policy shall contain a waiver of subrogation endorsement, as required by this permit, in favor of the state of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Permittee.
 - iii. For any Permittee selling alcoholic beverage, on their premises, the policy shall also cover Liquor Liability for the full limits of the policy.
- b. **Business Automobile Liability**

Combined Single Limit (CSL) \$1,000,000

Policy shall be endorsed as required by this written permit to include the state of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of the Permittee involving automobiles owned, hired, and/or non-owned by the Permittee.

Policy shall contain a waiver of subrogation endorsement as required by this written permit in favor of the state of Arizona, and its departments, agencies boards, commissions, universities, officers, officials, agents, and employees for losses arising from the worked performed by or on behalf of the Permittee.

- c. **Workers Compensation and Employers' Liability**
 Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.
- Workers' Compensation Statutory
 - Employers' Liability

Each Accident	\$1,000,000
Disease - Each Employee	\$1,000,000
Disease - Policy Limit	\$1,000,000

- i. Policy shall contain a waiver of subrogation endorsement, as required by this written permit, in favor of the state of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Permittee.
- ii. This requirement shall not apply to each Permittee, or its contractor or subcontractor, exempt under A.R.S. § 23-901, when such Permittee, contractor, or subcontractor executes the appropriate waiver form (Sole Proprietor/Independent Contractor).

Additional Insurance: If attendance at a racing meeting shall exceed 1,000 participants and spectators, Permittee must obtain a minimum of \$5,000,000 General Liability coverage in addition.

to the stated requirements in section 1(a).

Additional Insurance Requirements: The policies shall include or be endorsed to include, as required by this permit, the following provisions:

- a. The Permittee's policies, as applicable, shall stipulate that the insurance afforded the Permittee shall be primary and that any insurance carried by the Division, its agents, officials, employees or the state of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621(E),
- b. Insurance provided by the Permittee shall not limit the Permittee's liability assumed under the indemnification provisions of this permit.

Notice of Cancellation: Applicable to all insurance policies required within the Insurance Requirements of this permit, Permittees insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the state of Arizona. Within two (2) business days of receipt, Permittee must provide notice to the state of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the state of Arizona Department of Gaming, Division of Racing, Attn: Shannon Nelson, Racing Division Director, 100 N 15th Ave., Suite 202, Phoenix, Arizona, 85007, and shall be mailed, emailed, hand delivered or sent by facsimile transmission.

Acceptability of Insurers: Permittee's insurance shall be placed with companies licensed in the state of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Beat" rating of not less than A-VII. The state of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Permittee from potential insurer insolvency.

Verification of Coverage: Permittee shall furnish the state of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the state of Arizona) evidencing that Permittee has the insurance as required by this Permit. An authorized representative of the insurer shall sign the certificates.

- a. All certificates of insurance and policy endorsements must be received and approved by the state of Arizona prior to commencement of a racing meeting under this Permit. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this permit.
- b. Each insurance policy required by this permit must be in effect at, or prior to, commencement of a racing meeting under this Permit. Failure to maintain the insurance policies as required by this Permit, or to provide evidence of renewal, is a material breach of Permit
- c. All certificates required by this Permit shall be sent directly to state of Arizona Department of Gaming, Division of Racing, Attn: Shannon Nelson, Racing Division Director, 100 N 15th Ave., Suite 202, Phoenix, Arizona, 85007. The state of Arizona permit name and permit term shall be noted on the certificate of insurance. The state of Arizona reserves the right to require complete copies of all insurance policies required by this Permit at any time.

Subcontractors: Permittee's certificate(s) shall include all Permittee contractors and subcontractors as insureds under all policies or Permittee shall be responsible for ensuring and/or verifying that all contractors or subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each contractor or subcontractor. All coverages for Permittee contractors and subcontractors shall be subject to the minimum requirements identified above. The

Division reserves the right to require, at any time throughout the life of this permit, proof from the Permittee that its contractors and subcontractors have the required coverage.

Approval and Modifications: The Division, in consultation with the Arizona Department of Administration, Risk Management Division, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this permit, as deemed necessary. Such action will not require a formal permit amendment but may be made by administrative action.

Exceptions: In the event the Permittee, or its contractor(s) or subcontractor(s) is/are a public entity, then the Requirements shall not apply. Such public entity shall provide a Certificate of Self Insurance.

If the Permittee or its contractor(s) or subcontractor(s) is/are a state of Arizona agency, board, commission, or university, none of the above shall apply.

Simulcast: Simulcasting shall be in compliance with A.R.S. §§ 5-110 and 5-112, The Permittee shall obtain prior approval from the Racing Division Director for all simulcasts sent or received. Simulcast signals or teletracking of simulcast signals does not prohibit live racing or teletracking of that Live racing in any county at any time. Simulcasting may only be authorized for the type of racing authorized by a permittee's permit.

Additional Conditions: As a condition of approval of this Commercial Racing Permit to conduct horse racing, Skyfall 7 LLC (Skyfall) shall, on or before August 31, 2026, provide written notice to the Division demonstrating that Skyfall maintains a valid, binding, and enforceable lease, without interruption through May 31, 2027, and shall submit a financial base check for Skyfall and its principal. Failure to satisfy either requirement by August 31, 2026 shall result in the automatic expiration of the permit as of that date.

Further, as a continuing condition of the permit, Skyfall shall, on or before August 31, 2027, provide written notice to the Division demonstrating that Skyfall maintains a valid, binding, and enforceable lease, without interruption, through May 31, 2028, and shall submit a financial base check for Skyfall and its principal. Failure to satisfy either requirement by August 31, 2027 shall result in the automatic expiration of the permit as of that date.

Permittee Responsibilities: The racing meets shall be conducted in accordance with the laws of the state of Arizona, the rules and regulations of the Commission, as they now exist or as hereafter may be amended or adopted; and any directive or policy issued by the Commission or the Division.

The Division shall recognize the Permittee's General Manager as the authorized representative of the Permittee. In that capacity, the General Manager may be held responsible for all matters of Permittee responsibility as set forth in statute, rule, policy, or directive.

Permittee responsibilities that must be provided each race meet include, but are not limited to, providing adequate security; maintaining the grounds; providing officials; certifying equipment; compliance with off-track betting requirements; ensuring special events compliance; and complying with information and data submission and filing requirements, including following all Horseracing Integrity and Safety Authority (HISA) rules and regulations and submission requirements.

Upon request by the Division, the Permittee shall provide, within its grounds, clean, neat, sanitary, appropriately furnished offices, including utilities and necessary office equipment, for the exclusive use and disposal of Division or Commission employees or officials.

Approved: December 18, 2025

WITNESS THE ARIZONA RACING COMMISSION at Phoenix, Arizona, effective as of the 18th day of December, 2025.

BY ORDER OF THE COMMISSION
ARIZONA DEPARTMENT OF
GAMING, RACING DIVISION

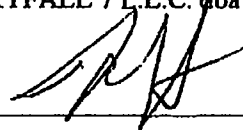


Shannon Nelson, Racing Division Director

ACCEPTANCE

The foregoing permit is accepted as written by Permittee and Permittee further agrees to abide by the terms and condition contained herein.

SKYFALL 7 L.L.C. dba Turf Paradise



Tom Ludt, General Manager

SCHEDULE A

The following Race Days were submitted by Skyfall 7 L.L.C. as part of their permit application.

- **2025-2026 Race Days:**
 - **Live Racing Days:**
 - December 18, 22, 23, 26, 27, 29, 30, & 31,
 - January 1, 5, 6, 7, 8, 12, 13, 14, 15, 19, 20, 21, 22, 24, 26, 27, 28, & 29,
 - February 2, 3, 4, 5, 9, 10, 11, 12, 16, 17, 18, 19, 21, 23, 24, 25, & 26,
 - March 2, 3, 4, 5, 9, 10, 11, 12, 16, 17, 18, 19, 21, 23, 24, 25, 26, 30, & 31,
 - April 1, 2, 6, 7, 8, 9, 13, 14, 15, 16, 20, 21, 22, 25, 27, 28, 29, & 30,
 - May 2
 - **Total Live Racing Days: 81**
 - **Dark Day Simulcast:**
 - December 19, 20, 21, & 28
 - January 2, 3, 4, 9, 10, 11, 16, 17, 18, 23, 25, 30, & 31
 - February 1, 6, 7, 8, 13, 14, 15, 20, 22, 27, & 28
 - March 1, 6, 7, 8, 13, 14, 15, 20, 22, 27, 28, & 29
 - April 3, 4, 5, 10, 11, 12, 17, 18, 19, 23, 24, & 26
 - May 1 & 3-31
 - June 1-30
 - **Total Dark Days: 111**
 - **Total Days of Racing: 192**
- **2026-2027 Race Days:**
 - **Live Racing Days:**
 - November 4, 5, 6, 7, 9, 10, 11, 12, 16, 17, 18, 19, 23, 24, 25, 27, & 30
 - December 1, 2, 3, 7, 8, 9, 10, 14, 15, 16, 17, 21, 22, 23, 28, 29, 30, & 31
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 - **Total Live Racing Days: 103**
 - **Dark Days Simulcast:**
 - July 1-31
 - August 1-31
 - September 1-30
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 - November 1, 2, 3, 8, 9, 13, 14, 15, 20, 21, 22, 26, 28, & 29
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 - May 2-31
 - June 1-30
 -

- **Total Dark Days: 260**
 - **Total Days of Racing: 363**
- **2027-2028 Race Days:**
 - **Live Racing Days:**
 - **TBD**
 - **Total Live Racing Days:**
 - **Dark Days Simulcast:**
 - **TBD**
 - **Total Dark Days:**
 - **Total Days of Racing:**

**COMMERCIAL PERMIT TO CONDUCT A HORSE RACE
MEET STATE OF ARIZONA TO:**

**SKYFALL 7 L.L.C. DBA TURF
PARADISE
FY2026, FY2027, FY2028**

TOM LUDT, GENERAL MANAGER

By virtue of the authority vested in the Arizona Department of Gaming, Division of Racing ("Division") and the Arizona Racing Commission ("Commission"), pursuant to the provisions of Arizona Revised Statutes ("A.R.S.") Title, 5, Chapter 1, the Commission considered and conditionally approved a commercial permit to conduct a Commercial horse racing race meet for the period detailed in "Schedule A" attached hereto and incorporated herein by reference, assuming lease extensions and Division approval of financial base checks in August 2026 and August 2027. The Permittee is authorized to conduct racing only by pari-mutuel wagering and only on those days indicated on the approved schedule of performance identified in "Schedule A".

This permit to conduct a racing meeting is deemed personal in nature, is nontransferable, and shall terminate upon a substantial change of ownership of the Permittee, as provided in A.R.S. § 5-107. In addition, pursuant to A.R.S. § 5-108.02(B), the Commission may revoke the commercial permit to hold a racing meeting for any reason which would be grounds to refuse to issue, approve or renew a permit under the provisions of A.R.S. § 5-108(A), including if any corporate permittee transfers ten percent of its stock after a permit to hold a racing meeting is issued, and before the termination of the permit period, except as authorized in A.R.S. § 5-108(A)(2)(d).

Permit Term: December 18, 2025 through June 30, 2026; July 1, 2026 through June 30, 2027; and July 1, 2027 through June 30, 2028.

Cash Bond: Pursuant to A.R.S. § 5-107(C), the Permittee shall deposit a cash bond in the amount of five thousand dollars (\$5,000) with the Division to ensure, the payment of fees and the amount due the State as the percentage of pari-mutuel receipts payable to the State by law.

Performance Bonds: A.R.S. § 5-107(D) requires the Permittee to deposit a bond in the amount of three hundred thousand dollars (\$300,000) with the Division, made payable to the State for the benefit of the State and any person covered by this statute. The bond shall be effective for the period of the racing permit granted by the Commission.

Horsemen's Bookkeeper: Pursuant to Arizona Administrative Code ("A.A.C.") R19-2-103, R19-2-121(A)(1) and (O)(3), the Permittee shall employ a horsemen's bookkeeper who shall be bonded in an amount set by the Director, guaranteeing the faithful performance of their duties pursuant to A.A.C. R19-2-121(O). The bond shall be effective for the period of the racing permit granted by the Commission.

Bookkeeper Bond Amount: \$100,000

Indemnification Clause: Permittee shall indemnify, defend, save and hold harmless the state of Arizona, its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, costs or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") arising out of

bodily injury or personal injury of any person (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Permittee or any of its owners, officers, directors, agents, employees, contractors, or subcontractors. This indemnity includes any claim amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Permittee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Permittee from and against any and all claims. It is agreed that Permittee will be responsible for primary loss investigation defense and judgment costs where this indemnification is applicable. In consideration of the award of this permit, the Permittee agrees to waive all rights of subrogation against the state of Arizona, its officers, officials, agents, and employees for losses arising from the racing meeting conducted and managed by Permittee under this permit.

This indemnity shall not apply if the Permittee or its contractor(s) or subcontractor(s) is/are an agency, board, commission, or University of the State of Arizona.

Insurance Requirements: Permittee and its contractors and subcontractors shall procure and maintain, until all of their obligations have been discharged, insurance against claims for injury to persons or damage to property, which may arise from or in connection with the racing meeting conducted and managed by the Permittee, its agents, representatives, employees, contractors, or subcontractors.

The insurance requirements herein are minimum requirements for this permit and in no way limit the indemnity covenants contained in this permit. The state of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Permittee from liabilities that might arise out of the racing meeting because of actions by the Permittee, its agents, representatives, employees, contractors, or subcontractors, and Permittee is free to purchase additional insurance.

1. **Minimum Scope and Limits of Insurance:** Permittee shall provide coverage with limits of liability not less than stated below.
 - a. **Commercial General Liability-Occurrence Form**
Policy shall include bodily injury, property damage, personal injury, and broad form contractual liability.

General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Damage to Rented Premises	\$50,000
Blanket Contractual Liability- Written and Oral	\$1,000,000
Each Occurrence	\$1,000,000

- i. The policy shall be endorsed, required by this permit, to include the state of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of racing-meeting activities performed by or on behalf of the Permittee.

- ii. Policy shall contain a waiver of subrogation endorsement, as required by this permit, in favor of the state of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Permittee.
 - iii. For any Permittee selling alcoholic beverage, on their premises, the policy shall also cover Liquor Liability for the full limits of the policy.
- b. **Business Automobile Liability**

Combined Single Limit (CSL) \$1,000,000

Policy shall be endorsed as required by this written permit to include the state of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of the Permittee involving automobiles owned, hired, and/or non-owned by the Permittee.

Policy shall contain a waiver of subrogation endorsement as required by this written permit in favor of the state of Arizona, and its departments, agencies boards, commissions, universities, officers, officials, agents, and employees for losses arising from the worked performed by or on behalf of the Permittee.

- c. **Workers Compensation and Employers' Liability**
 Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.
- Workers' Compensation Statutory
 - Employers' Liability

Each Accident	\$1,000,000
Disease - Each Employee	\$1,000,000
Disease - Policy Limit	\$1,000,000

- i. Policy shall contain a waiver of subrogation endorsement, as required by this written permit, in favor of the state of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Permittee.
- ii. This requirement shall not apply to each Permittee, or its contractor or subcontractor, exempt under A.R.S. § 23-901, when such Permittee, contractor, or subcontractor executes the appropriate waiver form (Sole Proprietor/Independent Contractor).

Additional Insurance: If attendance at a racing meeting shall exceed 1,000 participants and spectators, Permittee must obtain a minimum of \$5,000,000 General Liability coverage in addition

to the stated requirements in section 1(a).

Additional Insurance Requirements: The policies shall include or be endorsed to include, as required by this permit, the following provisions:

- a. The Permittee's policies, as applicable, shall stipulate that the insurance afforded the Permittee shall be primary and that any insurance carried by the Division, its agents, officials, employees or the state of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621(E),
- b. Insurance provided by the Permittee shall not limit the Permittee's liability assumed under the indemnification provisions of this permit.

Notice of Cancellation: Applicable to all insurance policies required within the Insurance Requirements of this permit, Permittees insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the state of Arizona. Within two (2) business days of receipt, Permittee must provide notice to the state of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the state of Arizona Department of Gaming, Division of Racing, Attn: Shannon Nelson, Racing Division Director, 100 N 15th Ave., Suite 202, Phoenix, Arizona, 85007, and shall be mailed, emailed, hand delivered or sent by facsimile transmission.

Acceptability of Insurers: Permittee's insurance shall be placed with companies licensed in the state of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Beat" rating of not less than A-VII. The state of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Permittee from potential insurer insolvency.

Verification of Coverage: Permittee shall furnish the state of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the state of Arizona) evidencing that Permittee has the insurance as required by this Permit. An authorized representative of the insurer shall sign the certificates.

- a. All certificates of insurance and policy endorsements must be received and approved by the state of Arizona prior to commencement of a racing meeting under this Permit. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this permit.
- b. Each insurance policy required by this permit must be in effect at, or prior to, commencement of a racing meeting under this Permit. Failure to maintain the insurance policies as required by this Permit, or to provide evidence of renewal, is a material breach of Permit
- c. All certificates required by this Permit shall be sent directly to state of Arizona Department of Gaming, Division of Racing, Attn: Shannon Nelson, Racing Division Director, 100 N 15th Ave., Suite 202, Phoenix, Arizona, 85007. The state of Arizona permit name and permit term shall be noted on the certificate of insurance. The state of Arizona reserves the right to require complete copies of all insurance policies required by this Permit at any time.

Subcontractors: Permittee's certificate(s) shall include all Permittee contractors and subcontractors as insureds under all policies or Permittee shall be responsible for ensuring and/or verifying that all contractors or subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each contractor or subcontractor. All coverages for Permittee contractors and subcontractors shall be subject to the minimum requirements identified above. The

Division reserves the right to require, at any time throughout the life of this permit, proof from the Permittee that its contractors and subcontractors have the required coverage.

Approval and Modifications: The Division, in consultation with the Arizona Department of Administration, Risk Management Division, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this permit, as deemed necessary. Such action will not require a formal permit amendment but may be made by administrative action.

Exceptions: In the event the Permittee, or its contractor(s) or subcontractor(s) is/are a public entity, then the Requirements shall not apply. Such public entity shall provide a Certificate of Self Insurance.

If the Permittee or its contractor(s) or subcontractor(s) is/are a state of Arizona agency, board, commission, or university, none of the above shall apply.

Simulcast: Simulcasting shall be in compliance with A.R.S. §§ 5-110 and 5-112, The Permittee shall obtain prior approval from the Racing Division Director for all simulcasts sent or received. Simulcast signals or teletracking of simulcast signals does not prohibit live racing or teletracking of that Live racing in any county at any time. Simulcasting may only be authorized for the type of racing authorized by a permittee's permit.

Additional Conditions: As a condition of approval of this Commercial Racing Permit to conduct horse racing, Skyfall 7 LLC (Skyfall) shall, on or before August 31, 2026, provide written notice to the Division demonstrating that Skyfall maintains a valid, binding, and enforceable lease, without interruption through May 31, 2027, and shall submit a financial base check for Skyfall and its principal. Failure to satisfy either requirement by August 31, 2026 shall result in the automatic expiration of the permit as of that date.

Further, as a continuing condition of the permit, Skyfall shall, on or before August 31, 2027, provide written notice to the Division demonstrating that Skyfall maintains a valid, binding, and enforceable lease, without interruption, through May 31, 2028, and shall submit a financial base check for Skyfall and its principal. Failure to satisfy either requirement by August 31, 2027 shall result in the automatic expiration of the permit as of that date.

Permittee Responsibilities: The racing meets shall be conducted in accordance with the laws of the state of Arizona, the rules and regulations of the Commission, as they now exist or as hereafter may be amended or adopted; and any directive or policy issued by the Commission or the Division.

The Division shall recognize the Permittee's General Manager as the authorized representative of the Permittee. In that capacity, the General Manager may be held responsible for all matters of Permittee responsibility as set forth in statute, rule, policy, or directive.

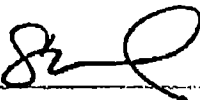
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Upon request by the Division, the Permittee shall provide, within its grounds, clean, neat, sanitary, appropriately furnished offices, including utilities and necessary office equipment, for the exclusive use and disposal of Division or Commission employees or officials.

Approved: December 18, 2025

WITNESS THE ARIZONA RACING COMMISSION at Phoenix, Arizona, effective as of the 18th day of December, 2025.

BY ORDER OF THE COMMISSION
ARIZONA DEPARTMENT OF
GAMING, RACING DIVISION

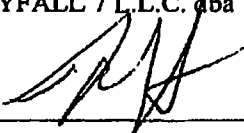


Shannon Nelson, Racing Division Director

ACCEPTANCE

The foregoing permit is accepted as written by Permittee and Permittee further agrees to abide by the terms and condition contained herein.

SKYFALL 7 L.L.C. dba Turf Paradise



Tom Ludt, General Manager

SCHEDULE A

The following Race Days were submitted by Skyfall 7 L.L.C. as part of their permit application.

- **2025-2026 Race Days:**
 - **Live Racing Days:**
 - December 18, 22, 23, 26, 27, 29, 30, & 31,
 - January 1, 5, 6, 7, 8, 12, 13, 14, 15, 19, 20, 21, 22, 24, 26, 27, 28, & 29,
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 - **Total Live Racing Days: 81**
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 -

- **Total Dark Days: 260**
 - **Total Days of Racing: 363**
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 - **TBD**
 - **Total Live Racing Days:**
 - **Dark Days Simulcast:**
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 - **Total Dark Days:**
 - **Total Days of Racing:**

**COMMERCIAL PERMIT TO CONDUCT A HORSE RACE
MEET STATE OF ARIZONA TO:**

**SKYFALL 7 L.L.C. DBA TURF
PARADISE
FY2026, FY2027, FY2028**

TOM LUDT, GENERAL MANAGER

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Bookkeeper Bond Amount: \$100,000

Indemnification Clause: Permittee shall indemnify, defend, save and hold harmless the state of Arizona, its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, costs or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") arising out of

bodily injury or personal injury of any person (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Permittee or any of its owners, officers, directors, agents, employees, contractors, or subcontractors. This indemnity includes any claim amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Permittee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Permittee from and against any and all claims. It is agreed that Permittee will be responsible for primary loss investigation defense and judgment costs where this indemnification is applicable. In consideration of the award of this permit, the Permittee agrees to waive all rights of subrogation against the state of Arizona, its officers, officials, agents, and employees for losses arising from the racing meeting conducted and managed by Permittee under this permit.

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1. **Minimum Scope and Limits of Insurance:** Permittee shall provide coverage with limits of liability not less than stated below.
 - a. **Commercial General Liability-Occurrence Form**
Policy shall include bodily injury, property damage, personal injury, and broad form contractual liability.

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Products - Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Damage to Rented Premises	\$50,000
Blanket Contractual Liability- Written and Oral	\$1,000,000
Each Occurrence	\$1,000,000

- i. The policy shall be endorsed, required by this permit, to include the state of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of racing-meeting activities performed by or on behalf of the Permittee.

- ii. Policy shall contain a waiver of subrogation endorsement, as required by this permit, in favor of the state of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Permittee.
 - iii. For any Permittee selling alcoholic beverage, on their premises, the policy shall also cover Liquor Liability for the full limits of the policy.
- b. **Business Automobile Liability**

Combined Single Limit (CSL) \$1,000,000

Policy shall be endorsed as required by this written permit to include the state of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of the Permittee involving automobiles owned, hired, and/or non-owned by the Permittee.

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- c. **Workers Compensation and Employers' Liability**
Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.
- Workers' Compensation Statutory
 - Employers' Liability

Each Accident	\$1,000,000
Disease - Each Employee	\$1,000,000
Disease - Policy Limit	\$1,000,000

- i. Policy shall contain a waiver of subrogation endorsement, as required by this written permit, in favor of the state of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Permittee.
- ii. This requirement shall not apply to each Permittee, or its contractor or subcontractor, exempt under A.R.S. § 23-901, when such Permittee, contractor, or subcontractor executes the appropriate waiver form (Sole Proprietor/Independent Contractor).

Additional Insurance: If attendance at a racing meeting shall exceed 1,000 participants and spectators, Permittee must obtain a minimum of \$5,000,000 General Liability coverage in addition

to the stated requirements in section 1(a).

Additional Insurance Requirements: The policies shall include or be endorsed to include, as required by this permit, the following provisions:

- a. The Permittee's policies, as applicable, shall stipulate that the insurance afforded the Permittee shall be primary and that any insurance carried by the Division, its agents, officials, employees or the state of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621(E),
- b. Insurance provided by the Permittee shall not limit the Permittee's liability assumed under the indemnification provisions of this permit.

Notice of Cancellation: Applicable to all insurance policies required within the Insurance Requirements of this permit, Permittees insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the state of Arizona. Within two (2) business days of receipt, Permittee must provide notice to the state of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the state of Arizona Department of Gaming, Division of Racing, Attn: Shannon Nelson, Racing Division Director, 100 N 15th Ave., Suite 202, Phoenix, Arizona, 85007, and shall be mailed, emailed, hand delivered or sent by facsimile transmission.

Acceptability of Insurers: Permittee's insurance shall be placed with companies licensed in the state of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Beat" rating of not less than A-VII. The state of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Permittee from potential insurer insolvency.

Verification of Coverage: Permittee shall furnish the state of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the state of Arizona) evidencing that Permittee has the insurance as required by this Permit. An authorized representative of the insurer shall sign the certificates.

- a. All certificates of insurance and policy endorsements must be received and approved by the state of Arizona prior to commencement of a racing meeting under this Permit. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this permit.
- b. Each insurance policy required by this permit must be in effect at, or prior to, commencement of a racing meeting under this Permit. Failure to maintain the insurance policies as required by this Permit, or to provide evidence of renewal, is a material breach of Permit
- c. All certificates required by this Permit shall be sent directly to state of Arizona Department of Gaming, Division of Racing, Attn: Shannon Nelson, Racing Division Director, 100 N 15th Ave., Suite 202, Phoenix, Arizona, 85007. The state of Arizona permit name and permit term shall be noted on the certificate of insurance. The state of Arizona reserves the right to require complete copies of all insurance policies required by this Permit at any time.

Subcontractors: Permittee's certificate(s) shall include all Permittee contractors and subcontractors as insureds under all policies or Permittee shall be responsible for ensuring and/or verifying that all contractors or subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each contractor or subcontractor. All coverages for Permittee contractors and subcontractors shall be subject to the minimum requirements identified above. The

Division reserves the right to require, at any time throughout the life of this permit, proof from the Permittee that its contractors and subcontractors have the required coverage.

Approval and Modifications: The Division, in consultation with the Arizona Department of Administration, Risk Management Division, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this permit, as deemed necessary. Such action will not require a formal permit amendment but may be made by administrative action.

Exceptions: In the event the Permittee, or its contractor(s) or subcontractor(s) is/are a public entity, then the Requirements shall not apply. Such public entity shall provide a Certificate of Self Insurance.

If the Permittee or its contractor(s) or subcontractor(s) is/are a state of Arizona agency, board, commission, or university, none of the above shall apply.

Simulcast: Simulcasting shall be in compliance with A.R.S. §§ 5-110 and 5-112, The Permittee shall obtain prior approval from the Racing Division Director for all simulcasts sent or received. Simulcast signals or teletracking of simulcast signals does not prohibit live racing or teletracking of that Live racing in any county at any time. Simulcasting may only be authorized for the type of racing authorized by a permittee's permit.

Additional Conditions: As a condition of approval of this Commercial Racing Permit to conduct horse racing, Skyfall 7 LLC (Skyfall) shall, on or before August 31, 2026, provide written notice to the Division demonstrating that Skyfall maintains a valid, binding, and enforceable lease, without interruption through May 31, 2027, and shall submit a financial base check for Skyfall and its principal. Failure to satisfy either requirement by August 31, 2026 shall result in the automatic expiration of the permit as of that date.

Further, as a continuing condition of the permit, Skyfall shall, on or before August 31, 2027, provide written notice to the Division demonstrating that Skyfall maintains a valid, binding, and enforceable lease, without interruption, through May 31, 2028, and shall submit a financial base check for Skyfall and its principal. Failure to satisfy either requirement by August 31, 2027 shall result in the automatic expiration of the permit as of that date.

Permittee Responsibilities: The racing meets shall be conducted in accordance with the laws of the state of Arizona, the rules and regulations of the Commission, as they now exist or as hereafter may be amended or adopted; and any directive or policy issued by the Commission or the Division.

The Division shall recognize the Permittee's General Manager as the authorized representative of the Permittee. In that capacity, the General Manager may be held responsible for all matters of Permittee responsibility as set forth in statute, rule, policy, or directive.

Permittee responsibilities that must be provided each race meet include, but are not limited to, providing adequate security; maintaining the grounds; providing officials; certifying equipment; compliance with off-track betting requirements; ensuring special events compliance; and complying with information and data submission and filing requirements, including following all Horseracing Integrity and Safety Authority (HISA) rules and regulations and submission requirements.

Upon request by the Division, the Permittee shall provide, within its grounds, clean, neat, sanitary, appropriately furnished offices, including utilities and necessary office equipment, for the exclusive use and disposal of Division or Commission employees or officials.

Approved: December 18, 2025

WITNESS THE ARIZONA RACING COMMISSION at Phoenix, Arizona, effective as of the 18th day of December, 2025.

BY ORDER OF THE COMMISSION
ARIZONA DEPARTMENT OF
GAMING, RACING DIVISION

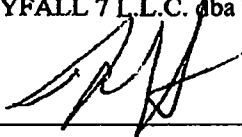


Shannon Nelson, Racing Division Director

ACCEPTANCE

The foregoing permit is accepted as written by Permittee and Permittee further agrees to abide by the terms and condition contained herein.

SKYFALL 7 L.L.C. dba Turf Paradise



Tom Ludt, General Manager

SCHEDULE A

The following Race Days were submitted by Skyfall 7 L.L.C. as part of their permit application.

- 2025-2026 Race Days:
 - Live Racing Days:
 - December 18, 22, 23, 26, 27, 29, 30, & 31,
 - January 1, 5, 6, 7, 8, 12, 13, 14, 15, 19, 20, 21, 22, 24, 26, 27, 28, & 29,
 - February 2, 3, 4, 5, 9, 10, 11, 12, 16, 17, 18, 19, 21, 23, 24, 25, & 26,
 - March 2, 3, 4, 5, 9, 10, 11, 12, 16, 17, 18, 19, 21, 23, 24, 25, 26, 30, & 31,
 - April 1, 2, 6, 7, 8, 9, 13, 14, 15, 16, 20, 21, 22, 25, 27, 28, 29, & 30,
 - May 2
 - **Total Live Racing Days: 81**
 - Dark Day Simulcast:
 - December 19, 20, 21, & 28
 - January 2, 3, 4, 9, 10, 11, 16, 17, 18, 23, 25, 30, & 31
 - February 1, 6, 7, 8, 13, 14, 15, 20, 22, 27, & 28
 - March 1, 6, 7, 8, 13, 14, 15, 20, 22, 27, 28, & 29
 - April 3, 4, 5, 10, 11, 12, 17, 18, 19, 23, 24, & 26
 - May 1 & 3-31
 - June 1-30
 - **Total Dark Days: 111**
 - Total Days of Racing: 192
- 2026-2027 Race Days:
 - Live Racing Days:
 - November 4, 5, 6, 7, 9, 10, 11, 12, 16, 17, 18, 19, 23, 24, 25, 27, & 30
 - December 1, 2, 3, 7, 8, 9, 10, 14, 15, 16, 17, 21, 22, 23, 28, 29, 30, & 31
 - January 4, 5, 6, 7, 11, 12, 13, 14, 18, 19, 20, 21, 25, 26, 27, & 28
 - February 1, 2, 3, 4, 8, 9, 10, 11, 15, 16, 17, 18, 22, 23, 24, & 25
 - March 1, 2, 3, 4, 8, 9, 10, 11, 15, 16, 17, 18, 22, 23, 24, 25, 29, 30, & 31
 - April 1, 5, 6, 7, 8, 12, 13, 14, 15, 19, 20, 21, 22, 26, 27, 28, & 29
 - May 1
 - **Total Live Racing Days: 103**
 - Dark Days Simulcast:
 - July 1-31
 - August 1-31
 - September 1-30
 - October 1-31
 - November 1, 2, 3, 8, 9, 13, 14, 15, 20, 21, 22, 26, 28, & 29
 - December 4, 5, 6, 11, 12, 13, 18, 19, 20, 26, & 27
 - January 1, 2, 3, 8, 9, 10, 15, 16, 17, 22, 23, 24, 29, 30, & 31
 - February 5, 6, 7, 12, 13, 14, 19, 20, 21, 26, 27, & 28
 - March 5, 6, 7, 12, 13, 14, 19, 20, 21, 26, 27, & 28
 - April 2, 3, 4, 9, 10, 11, 16, 17, 18, 23, 24, 25, & 30
 - May 2-31
 - June 1-30
 -

- **Total Dark Days: 260**
 - **Total Days of Racing: 363**
- **2027-2028 Race Days:**
 - **Live Racing Days:**
 - **TBD**
 - **Total Live Racing Days:**
 - **Dark Days Simulcast:**
 - **TBD**
 - **Total Dark Days:**
 - **Total Days of Racing:**

TELETRACK WAGERING PERMIT

STATE OF ARIZONA TO:

SKYFALL 7, L.L.C. DBA TURF PARADISE, ("Permittee")

FY2026, FY2027, FY2028

TOM LUJDT, GENERAL MANAGER

By virtue of the authority vested in the Arizona Racing Commission ("Commission") pursuant to Arizona Revised Statutes ("A.R.S.") Title 5, Chapter 1, the Commission has issued a Teletrack Wagering Permit to Skyfall 7, L.L.C. (Skyfall) to conduct teletrack wagering concurrently with its operations. The Permittee shall conduct the teletrack wagering in accordance with Arizona Administrative Code Title 19, Article 4, Teletracking ("Rules of the Commission"), as currently in effect or as may be adopted or amended in the future, and only pursuant to the Commission-approved Plan of Operations. Any change to the Plan of Operations shall require prior written approval from the Arizona Department of Gaming Racing Division Director ("Division"). This permit shall remain in effect for the FY2026, FY2027, and FY2028 racing seasons, as outlined in the three-year commercial racing permit application submitted by the Permittee and approved by the Commission on December 15, 2025.

Teletracking is to be conducted under the following terms and conditions:

1. In all aspects, teletracking shall be conducted in accordance with the laws of the State of Arizona and the rules of the Commission as they now exist or hereafter may be amended or adopted and any directive or policy issued by the Commission or the Racing Division Director.
2. A separate application and Plan of Operations must be submitted for each facility in accordance with the laws of the State of Arizona and the rules of the Commission.
3. Number of races to be conducted daily as part of the Permittee's program, including races approved by the Commission and out-of-state simulcasts approved by the Division.
4. The Permittee or additional facility operator shall maintain order and prevent bookmaking and other forms of illegal gambling from occurring on the premises. A Permittee shall not knowingly permit a person excluded from the track, either by the Permittee's own action or by order of the Division or Commission, to patronize the pari-mutuel system of wagering through an additional wagering facility. The Division shall give the Permittee a reasonable period of time, after direct notice, to remedy an alleged violation.
5. The mutuel department shall be under the supervision of the State Mutuel Supervisor, auditor, investigator, or other official designated by the Racing Division Director.
6. It shall be the responsibility of the Permittee to provide the Division with copies of the insurance carried on the additional wagering facilities.
7. The insurance, deposit, and performance bond associated with the commercial racing permit issued to the Permittee are part of this permit.
8. The Permittee must provide a system capable of ensuring that money wagered on a particular race is included in the pari-mutuel pool of the racetrack conducting the race.
9. The Permittee must provide a system capable of ensuring those pari-mutuel machines at each additional facility lock upon the ringing of the off-bell or upon the closing of wagering for any reason.

Approved: Thursday, December 18, 2025

WITNESS THE ARIZONA RACING COMMISSION effective as of the 18th day of December, 2025.

BY ORDER OF THE COMMISSION
ARIZONA DEPARTMENT OF
GAMING, RACING DIVISION

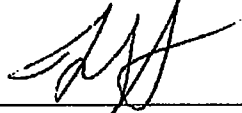


Shannon Nelson, Racing Division
Director

ACCEPTANCE

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SKYFALL 7, L.L.C.



Tom Ludt, General Manager

TELETRACK WAGERING PERMIT

STATE OF ARIZONA TO:

SKYFALL 7, L.L.C. DBA TURF PARADISE, ("Permittee")

FY2026, FY2027, FY2028

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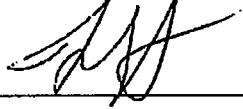


Shannon Nelson, Racing Division
Director

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SKYFALL 7, L.L.C.



Tom Ludt, General Manager

TELETRACK WAGERING PERMIT

STATE OF ARIZONA TO:

SKYFALL 7, L.L.C. DBA TURF PARADISE, ("Permittee")

FY2026, FY2027, FY2028

TOM LUDT, GENERAL MANAGER

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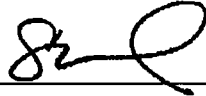
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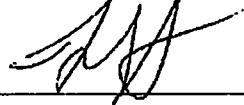


Shannon Nelson, Racing Division
Director

ACCEPTANCE

The foregoing permit is accepted as written by Permittee and Permittee further agrees to abide by the terms and condition contained herein.

SKYFALL 7, L.L.O.



Tom Ludt, General Manager

September 13, 2025

PLAN OF OPERATION

Skyfall 7, LLC. hereinafter referred to as Turf Paradise

Teletrack Wagering Facility Site:

ROJ, LLC. dba K O'Donnell's Sports Bar & Grill, located at 14850 N. Northsight Blvd, Scottsdale, AZ 85260. This site is to be operated on Turf Paradise dates now or hereafter approved by the Arizona Racing Commission.

Types of Wagering:

Any or all types of wagering offered at Turf Paradise will be offered at all teletrack-wagering facilities to which the teletrack signal is transmitted.

Number of Races:

Turf Paradise will conduct not less than eight (8) live races per day, with the exception of Breeders' Cup Day, on an average of four (4) days per week during the period beginning December 15, 2025, and ending on the first full week in May. This does not meet the requirements of ARS 5-112. Therefore, Turf Paradise will require the approval of the Arizona H.B.P.A. With this approval, Turf Paradise is authorized to conduct wagering on all simulcast races received at the Turf Paradise facility. Racing dates, which are identified as part of the Application for Commercial Racing Permit, are attached as Item 33A. Teletrack wagering will be conducted on any or all days that Turf Paradise operates racing programs at Turf Paradise as approved by the Commission. In addition, "Dark Day" simulcasting will be conducted on each day that there is no live racing and on which the teletracking of dark day simulcasting is approved by the Commission, subject to the limitation on the number of dark day simulcast programs permitted by law.

Hours Pari-mutuel Windows Open:

The teletrack facilities will operate within the same hours that the pari-mutuel wagering is conducted at Turf Paradise on any or all days that Turf Paradise operates racing programs at Turf Paradise. Teletrack wagering transmissions to the Teletrack facilities will provide for operation from at least thirty (30) minutes prior to post time at Turf Paradise until approximately thirty (30) minutes after the last race on the program is made official at Turf Paradise for racing programs offered at the teletrack facility.

Anticipated Level of Attendance

Attendance is estimated at 17 persons average per day.

Anticipated Level of Wagering:

The handle is estimated at \$3,478.00 average per day.

Sources of Additional Revenue, Anticipated Revenue Other Than Wagering:

All income from food and beverages is to be retained by **K O'Donnell's Sports Bar & Grill**. Sales of tip sheets, programs, and the *Daily Racing Forms* are the sole responsibility of Track and revenue from programs, tip sheets, *Daily Racing Forms*, and other racing-related materials will be retained by Track.

Cost to Operate Facility:

The site will require a Site Supervisor as provided by Turf Paradise (\$18.25 per hour) clerks (\$17.75 per hour) Downlink equipment daily fees are estimated to be thirty dollars (\$30.00) per day.

Site Financing, Repayment Plan:

No financing for the costs of operating the teletrack sites is anticipated.

Proof of Financial Stability and Assets to Cover Costs:

See Financial Statements of Turf Paradise on file with the Racing Commission.

Anticipated Revenue to the State of Arizona:

The State's total share of the pari-mutuel revenues is estimated to be \$6,312.57 based on .50% of the total handle.

Names and Background of Management Groups for Operating the Site:

Operation of the teletrack wagering facility will be conducted by Turf Paradise; (see records on file with the Arizona Racing Commission). The additional wagering facility is located in a restaurant/lounge operated by Jennifer O'Donnell. The pari-mutuel wagering facility portion of the facility is leased by Turf Paradise; a copy of the Lease will be filed with the Department prior to commencement of operations.

Organization Chart:

K O'Donnell's Sports Bar & Grill is owned by and operated by Jennifer O'Donnell. She is the principal operators of the establishment.

Information Pertaining to Financial Background and Persons Associated with the Teletrack Facility:

See information on file with the Arizona Racing Commission for Turf Paradise and K O'Donnell's Sports Bar & Grill.

Security Measures to Protect the Site, the Public from Interception of the Satellite Signal and Pari-mutuel Data:

During the operation of teletrack wagering, Applicant will provide for adequate security at each of the Teletrack Wagering Facilities to maintain order and exclude from the facility all handbooks, touts, operators of gambling devices, or others whose conduct is objectionable to the public or contrary to the best interest of racing, including all persons ruled off by any racing authority and generally for the enforcement of all applicable rules of the Department and the Commission.

Listing of Pari-mutuel and Communication Equipment Onsite:

Totalisator equipment will be provided by Amtote International, Inc.; satellite uplink, audio/video transmission equipment, satellite downlink and audio/visual receiving equipment will be supplied by Roberts Communications Network, LLC. Copies of those contracts have been or will be filed with the Department of Racing.

Description of Back-Up System for Forwarding Wagers:

The system is backed up by multiple teller equipment on site and the availability of additional communication facilities.

Identification of Satellite, Coordinates:

The identification of the satellite, descriptive coordinates, and other required information will be filed with the Department of Racing prior to commencement of operations.

Building Plans and Specifications:

Facility plans are on file with the Department of Racing.

OTHER DOCUMENTS NEEDED:

The following documents are attached, are on file or will be filed with the Department:

1. Proof of Compliance with the FCC requirements
2. Copy of Concession Contract to Provide Service within Arizona
3. Copy of Contract with Satellite Vendor
4. Copy of Contract with Totalisator Vendor
5. Copy of approval from Governing Body of City or Town site in which the facility is located

Respectfully submitted on the date first above written.

Skyfall 7, LLC.

By: 
David Johnson
Assistant General Manager

Turf Paradise/K O'Donnell's Off-Track Betting Security Plan

Per the agreement between Turf Paradise and K O'Donnell's, security is to be provided by K O'Donnell's.

Other security measures to be implemented for the Off-Track betting operation:

Simulcasting: To ensure security, the signal is encrypted and can only be viewed with specifically authorized satellite decoders using Dish Network as the satellite provider. All races available to be wagered on are shown live.

Tote: All wagering transactions and wagering data from the betting terminal is transmitted over an internet connection that has an internal firewall at the OTB and at the Tote Hub at the tote main frame computer for security. After the race has been run and been declared official, the tote company will send the winning results back to K O'Donnell's through the modem-to-modem connection so that all winning wagers can be redeemed. The tote company records all wagering transactions at the site under a separate account for tax records and auditing purposes.

Banking: Two safes are installed behind the betting booth, a floor safe and a drop safe. The floor safe is concreted into the floor and cannot be removed. The drop safe is bolted to the concrete and must be opened to remove the floor bolts. Opening the drop safe requires two keys. One is in the possession of the site supervisor and the other in the possession of Turf Paradise security personnel. The floor safe is locked every night at the close of business. The combination to the safe is known by only the racetrack Mutuel Manager, site supervisor, and the assistant supervisor. These employees are licensed by the Arizona Department of Gaming/Racing Division, fingerprinted, and have extensive background checks which include a credit check. At the end of the business day the supervisor and or assistant supervisor drop the deposit in the drop safe. Money drops are picked up twice a week, the safe combinations are changed periodically, and large payouts are made by check rather than in cash.

Audits & Inspection: K O'Donnell's will be subject to surprise inspections from the Arizona Department of Gaming investigators. The site is also subject to announced and unannounced audits from both Turf Paradise and the Arizona Department of Gaming/Racing Division.

Licensing: All persons associated with the Off-track Betting site are required to be licensed by the Arizona Department of Racing. This includes:

- All Turf Paradise Personnel.
- Owners with a 10% or greater interest in the site.
- One additional member of the site's working staff.

For an individual to get licensed by the Arizona Department of Gaming, they must be fingerprinted and have gone through an abbreviated background check. In addition, all Turf Paradise employees are given a credit check.

Plan of Operation

November 13, 2025

PLAN OF OPERATION

Skyfall 7, LLC. hereinafter referred to as Turf Paradise

Teletrack Wagering Facility Site:

Glencar Restaurant, LLC dba R.T. O'Sullivan's, located at 7919 East Thomas Rd., Suite 101, Scottsdale, AZ 85251. This site is to be operated on Turf Paradise dates now or hereafter approved by the Arizona Racing Commission.

Types of Wagering:

Any or all types of wagering offered at Turf Paradise will be offered at all teletrack-wagering facilities to which the teletrack signal is transmitted.

Number of Races:

Turf Paradise will conduct not less than eight (8) live races per day, with the exception of Breeders' Cup Day, on an average of four (4) days per week during the period beginning December 15, 2025, and ending on the first full week in May. This does not meet the requirements of ARS 5-112. Therefore, Turf Paradise will require the approval of the Arizona H.B.P.A. With this approval, Turf Paradise is authorized to conduct wagering on all simulcast races received at the Turf Paradise facility. Racing dates, which are identified as part of the Application for Commercial Racing Permit, are attached as Item 33A. Teletrack wagering will be conducted on any or all days that Turf Paradise operates racing programs at Turf Paradise as approved by the Commission. In addition, "Dark Day" simulcasting will be conducted on each day that there is no live racing and on which the teletracking of dark day simulcasting is approved by the Commission, subject to the limitation on the number of dark day simulcast programs permitted by law.

Hours Pari-mutuel Windows Open:

The teletrack facilities will operate within the same hours that the pari-mutuel wagering is conducted at Turf Paradise on any or all days that Turf Paradise operates racing programs at Turf Paradise. Teletrack wagering transmissions to the Teletrack facilities will provide for operation from at least thirty (30) minutes prior to post time at Turf Paradise until approximately thirty (30) minutes after the last race on the program is made official at Turf Paradise for racing programs offered at the teletrack facility.

Anticipated Level of Attendance

Attendance is estimated at 16 persons average per day.

Anticipated Level of Wagering:

The handle is estimated at \$3,325.00 average per day.

Sources of Additional Revenue, Anticipated Revenue Other Than Wagering:

All income from food and beverages is to be retained by R.T. O'Sullivan's. Sales of tip sheets, programs, and the *Daily Racing Forms* are the sole responsibility of Track and revenue from programs, tip sheets, *Daily Racing Forms*, and other racing-related materials will be retained by Track.

Cost to Operate Facility:

The site will require a Site Supervisor as provided by Turf Paradise (\$18.25 per hour) clerks (\$17.75 per hour) Downlink equipment daily fees are estimated to be thirty dollars (\$30.00) per day.

Site Financing, Repayment Plan:

No financing for the costs of operating the teletrack sites is anticipated.

Proof of Financial Stability and Assets to Cover Costs:

See Financial Statements of Turf Paradise on file with the Racing Commission.

Anticipated Revenue to the State of Arizona:

The State's total share of the pari-mutuel revenues is estimated to be \$6,034.87 based on .50% of the total handle.

Names and Background of Management Groups for Operating the Site:

Operation of the teletrack wagering facility will be conducted by Turf Paradise; (see records on file with the Arizona Racing Commission). The additional wagering facility is located in a restaurant/lounge operated by Ray O'Sullivan. The pari-mutuel wagering facility portion of the facility is leased by Turf Paradise; a copy of the Lease will be filed with the Department prior to commencement of operations.

Organization Chart:

R.T. O'Sullivans is owned by and operated by Ray O'Sullivan. They are the principal operators of the establishment.

Information Pertaining to Financial Background and Persons Associated with the Teletrack Facility:

See information on file with the Arizona Racing Commission for Turf Paradise and R.T. O'Sullivans.

Security Measures to Protect the Site, the Public from Interception of the Satellite Signal and Pari-mutuel Data:

During the operation of teletrack wagering, Applicant will provide for adequate security at each of the Teletrack Wagering Facilities to maintain order and exclude from the facility all handbooks, touts, operators of gambling devices, or others whose conduct is objectionable to the public or contrary to the best interest of racing, including all persons ruled off by any racing authority and generally for the enforcement of all applicable rules of the Department and the Commission.

Listing of Pari-mutuel and Communication Equipment Onsite:

Totalisator equipment will be provided by Amtote International, Inc.; satellite uplink, audio/video transmission equipment, satellite downlink and audio/visual receiving equipment will be supplied by Roberts Communications Network, LLC. Copies of those contracts have been or will be filed with the Department of Racing.

Description of Back-Up System for Forwarding Wagers:

The system is backed up by multiple teller equipment on site and the availability of additional communication facilities.

Identification of Satellite, Coordinates:

The identification of the satellite, descriptive coordinates, and other required information will be filed with the Department of Racing prior to commencement of operations.

Building Plans and Specifications:

Facility plans are on file with the Department of Racing.


OTHER DOCUMENTS NEEDED:

The following documents are attached, are on file or will be filed with the Department:

1. Proof of Compliance with the FCC requirements
2. Copy of Concession Contract to Provide Service within Arizona
3. Copy of Contract with Satellite Vendor
4. Copy of Contract with Totalisator Vendor
5. Copy of approval from Governing Body of City or Town site in which the facility is located

Respectfully submitted on the date first above written.

Skyfall 7, LLC.

By: 
David Johnson
Assistant General Manager

Turf Paradise/RT O'Sullivan's Off-Track Betting Security Plan

Per the agreement between Turf Paradise and RT O'Sullivan's, security is to be provided by RT O'Sullivan's.

Other security measures to be implemented for the Off-Track betting operation:

Simulcasting: To ensure security, the signal is encrypted and can only be viewed with specifically authorized satellite decoders using Dish Network as the satellite provider. All races available to be wagered on are shown live.

Tote: All wagering transactions and wagering data from the betting terminal is transmitted over an internet connection that has an internal firewall at the OTB and at the Tote Hub at the tote main frame computer for security. After the race has been run and been declared official, the tote company will send the winning results back to RT O'Sullivan's through the modem-to-modem connection so that all winning wagers can be redeemed. The tote company records all wagering transactions at the site under a separate account for tax records and auditing purposes.

Banking: Two safes are installed behind the betting booth, a floor safe and a drop safe. The floor safe is concreted into the floor and cannot be removed. The drop safe is bolted to the concrete and must be opened to remove the floor bolts. Opening the drop safe requires two keys. One is in the possession of the site supervisor and the other in the possession of Turf Paradise security personnel. The floor safe is locked every night at the close of business. The combination to the safe is known by only the racetrack Mutuel Manager, site supervisor, and the assistant supervisor. These employees are licensed by the Arizona Department of Gaming/Racing Division, fingerprinted, and have extensive background checks which include a credit check. At the end of the business day the supervisor and or assistant supervisor drop the deposit in the drop safe. Money drops are picked up twice a week, the safe combinations are changed periodically, and large payouts are made by check rather than in cash.

Audits & Inspection: RT O'Sullivan's will be subject to surprise inspections from the Arizona Department of Gaming investigators. The site is also subject to announced and unannounced audits from both Turf Paradise and the Arizona Department of Gaming/Racing Division.

Licensing: All persons associated with the Off-track Betting site are required to be licensed by the Arizona Department of Racing. This includes:

- All Turf Paradise Personnel.
- Owners with a 10% or greater interest in the site.
- One additional member of the site's working staff.

For an individual to get licensed by the Arizona Department of Gaming, they must be fingerprinted and have gone through an abbreviated background check. In addition, all Turf Paradise employees are given a credit check.

November 13, 2025

PLAN OF OPERATION

Skyfall 7, LLC. hereinafter referred to as Turf Paradise

Teletrack Wagering Facility Site:

TG3 Partners LLC dba Tavern Grille Scottsdale, located at 8880 East Via Linda, Suite 106, Scottsdale, AZ 85258. This site is to be operated on Turf Paradise dates now or hereafter approved by the Arizona Racing Commission.

Types of Wagering:

Any or all types of wagering offered at Turf Paradise will be offered at all teletrack-wagering facilities to which the teletrack signal is transmitted.

Number of Races:

Turf Paradise will conduct not less than eight (8) live races per day, with the exception of Breeders' Cup Day, on an average of four (4) days per week during the period beginning December 15, 2025, and ending on the first full week in May. This does not meet the requirements of ARS 5-112. Therefore, Turf Paradise will require the approval of the Arizona H.B.P.A. With this approval, Turf Paradise is authorized to conduct wagering on all simulcast races received at the Turf Paradise facility. Racing dates, which are identified as part of the Application for Commercial Racing Permit, are attached as Item 33A. Teletrack wagering will be conducted on any or all days that Turf Paradise operates racing programs at Turf Paradise as approved by the Commission. In addition, "Dark Day" simulcasting will be conducted on each day that there is no live racing and on which the teletracking of dark day simulcasting is approved by the Commission, subject to the limitation on the number of dark day simulcast programs permitted by law.

Hours Pari-mutuel Windows Open:

The teletrack facilities will operate within the same hours that the pari-mutuel wagering is conducted at Turf Paradise on any or all days that Turf Paradise operates racing programs at Turf Paradise. Teletrack wagering transmissions to the Teletrack facilities will provide for operation from at least thirty (30) minutes prior to post time at Turf Paradise until approximately thirty (30) minutes after the last race on the program is made official at Turf Paradise for racing programs offered at the teletrack facility.

Anticipated Level of Attendance

Attendance is estimated at 20 persons average per day.

Anticipated Level of Wagering:

The handle is estimated at \$3,996.00 average per day.

Sources of Additional Revenue, Anticipated Revenue Other Than Wagering:

All income from food and beverages is to be retained by **Tavern Grille Scottsdale**. Sales of tip sheets, programs, and the *Daily Racing Forms* are the sole responsibility of Track and revenue from programs, tip sheets, *Daily Racing Forms*, and other racing-related materials will be retained by Track.

Cost to Operate Facility:

The site will require a Site Supervisor as provided by Turf Paradise (\$18.25 per hour) clerks (\$17.75 per hour) Downlink equipment daily fees are estimated to be thirty dollars (\$30.00) per day.

Site Financing, Repayment Plan:

No financing for the costs of operating the teletrack sites is anticipated.

Proof of Financial Stability and Assets to Cover Costs:

See Financial Statements of Turf Paradise on file with the Racing Commission.

Anticipated Revenue to the State of Arizona:

The State's total share of the pari-mutuel revenues is estimated to be \$7,252.74 based on .50% of the total handle.

Names and Background of Management Groups for Operating the Site:

Operation of the teletrack wagering facility will be conducted by Turf Paradise; (see records on file with the Arizona Racing Commission). The additional wagering facility is located in a restaurant/lounge operated by John Steele. The pari-mutuel wagering facility portion of the facility is leased by Turf Paradise; a copy of the Lease will be filed with the Department prior to commencement of operations.

Organization Chart:

Tavern Grille Scottsdale is owned by and operated by John Steele. They are the principal operators of the establishment.

Information Pertaining to Financial Background and Persons Associated with the Teletrack Facility:

See information on file with the Arizona Racing Commission for Turf Paradise and Tavern Grille Scottsdale.

Security Measures to Protect the Site, the Public from Interception of the Satellite Signal and Pari-mutuel Data:

During the operation of teletrack wagering, Applicant will provide for adequate security at each of the Teletrack Wagering Facilities to maintain order and exclude from the facility all handbooks, touts, operators of gambling devices, or others whose conduct is objectionable to the public or contrary to the best interest of racing, including all persons ruled off by any racing authority and generally for the enforcement of all applicable rules of the Department and the Commission.

Listing of Pari-mutuel and Communication Equipment Onsite:

Totalisator equipment will be provided by Amtote International, Inc.; satellite uplink, audio/video transmission equipment, satellite downlink and audio/visual receiving equipment will be supplied by Roberts Communications Network, LLC. Copies of those contracts have been or will be filed with the Department of Racing.

Description of Back-Up System for Forwarding Wagers:

The system is backed up by multiple teller equipment on site and the availability of additional communication facilities.

Identification of Satellite, Coordinates:

The identification of the satellite, descriptive coordinates, and other required information will be filed with the Department of Racing prior to commencement of operations.

Building Plans and Specifications:

Facility plans are on file with the Department of Racing.

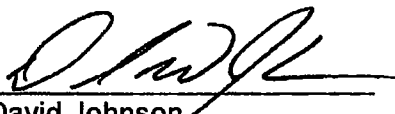
OTHER DOCUMENTS NEEDED:

The following documents are attached, are on file or will be filed with the Department:

1. Proof of Compliance with the FCC requirements
2. Copy of Concession Contract to Provide Service within Arizona
3. Copy of Contract with Satellite Vendor
4. Copy of Contract with Totalisator Vendor
5. Copy of approval from Governing Body of City or Town site in which the facility is located

Respectfully submitted on the date first above written.

Skyfall 7, LLC.

By: 
David Johnson
Assistant General Manager

Turf Paradise/Tavern Grille Off-Track Betting Security Plan

Per the agreement between Turf Paradise and Tavern Grille, security is to be provided by Tavern Grille.

Other security measures to be implemented for the Off-Track betting operation:

Simulcasting: To ensure security, the signal is encrypted and can only be viewed with specifically authorized satellite decoders using Dish Network as the satellite provider. All races available to be wagered on are shown live.

Tote: All wagering transactions and wagering data from the betting terminal is transmitted over an internet connection that has an internal firewall at the OTB and at the Tote Hub at the tote main frame computer for security. After the race has been run and been declared official, the tote company will send the winning results back to Tavern Grille through the modem-to-modem connection so that all winning wagers can be redeemed. The tote company records all wagering transactions at the site under a separate account for tax records and auditing purposes.

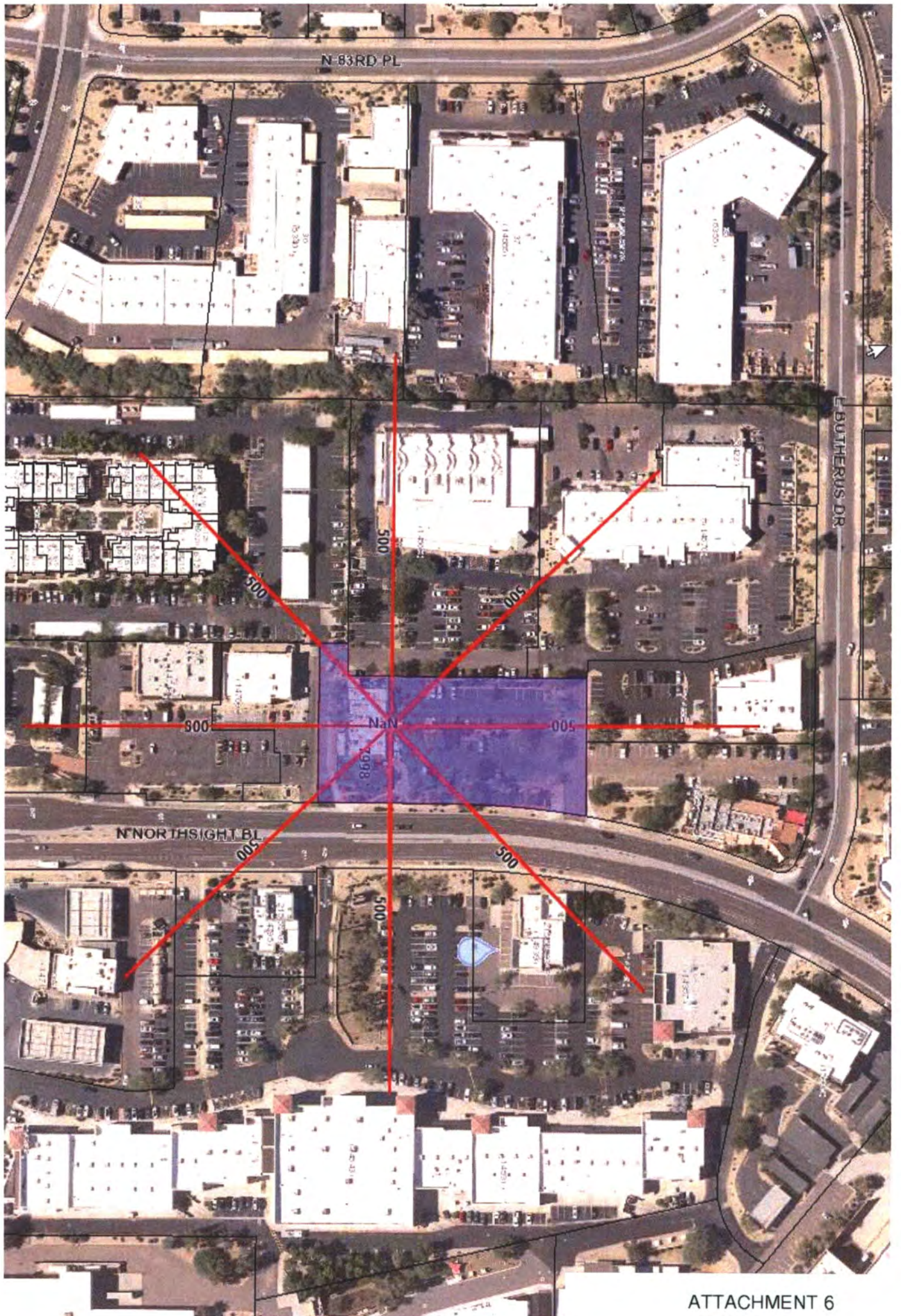
Banking: Two safes are installed behind the betting booth, a floor safe and a drop safe. The floor safe is concreted into the floor and cannot be removed. The drop safe is bolted to the concrete and must be opened to remove the floor bolts. Opening the drop safe requires two keys. One is in the possession of the site supervisor and the other in the possession of Turf Paradise security personnel. The floor safe is locked every night at the close of business. The combination to the safe is known by only the racetrack Mutuel Manager, site supervisor, and the assistant supervisor. These employees are licensed by the Arizona Department of Gaming/Racing Division, fingerprinted, and have extensive background checks which include a credit check. At the end of the business day the supervisor and or assistant supervisor drop the deposit in the drop safe. Money drops are picked up twice a week, the safe combinations are changed periodically, and large payouts are made by check rather than in cash.

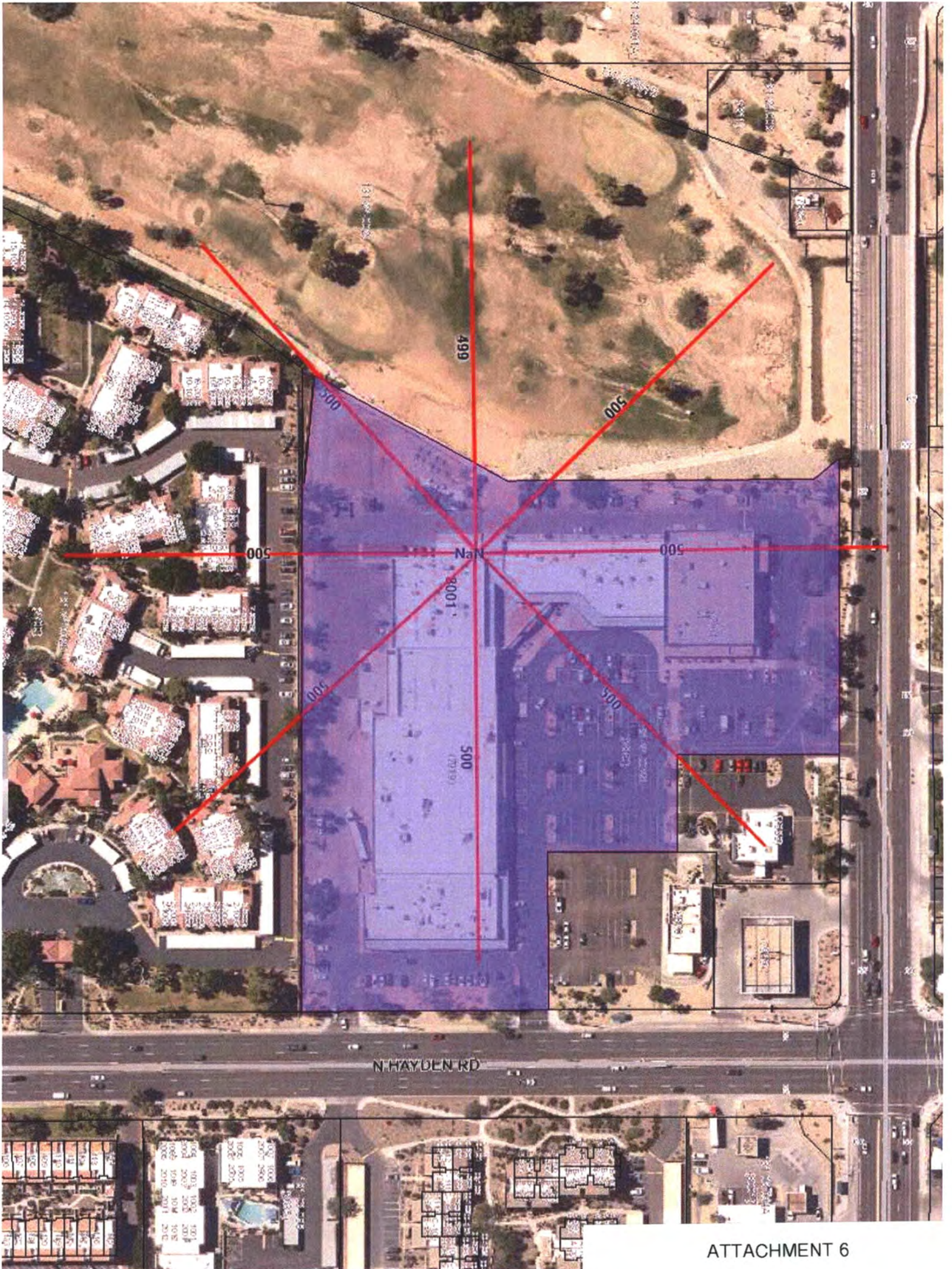
Audits & Inspection: Tavern Grille will be subject to surprise inspections from the Arizona Department of Gaming investigators. The site is also subject to announced and unannounced audits from both Turf Paradise and the Arizona Department of Gaming/Racing Division.

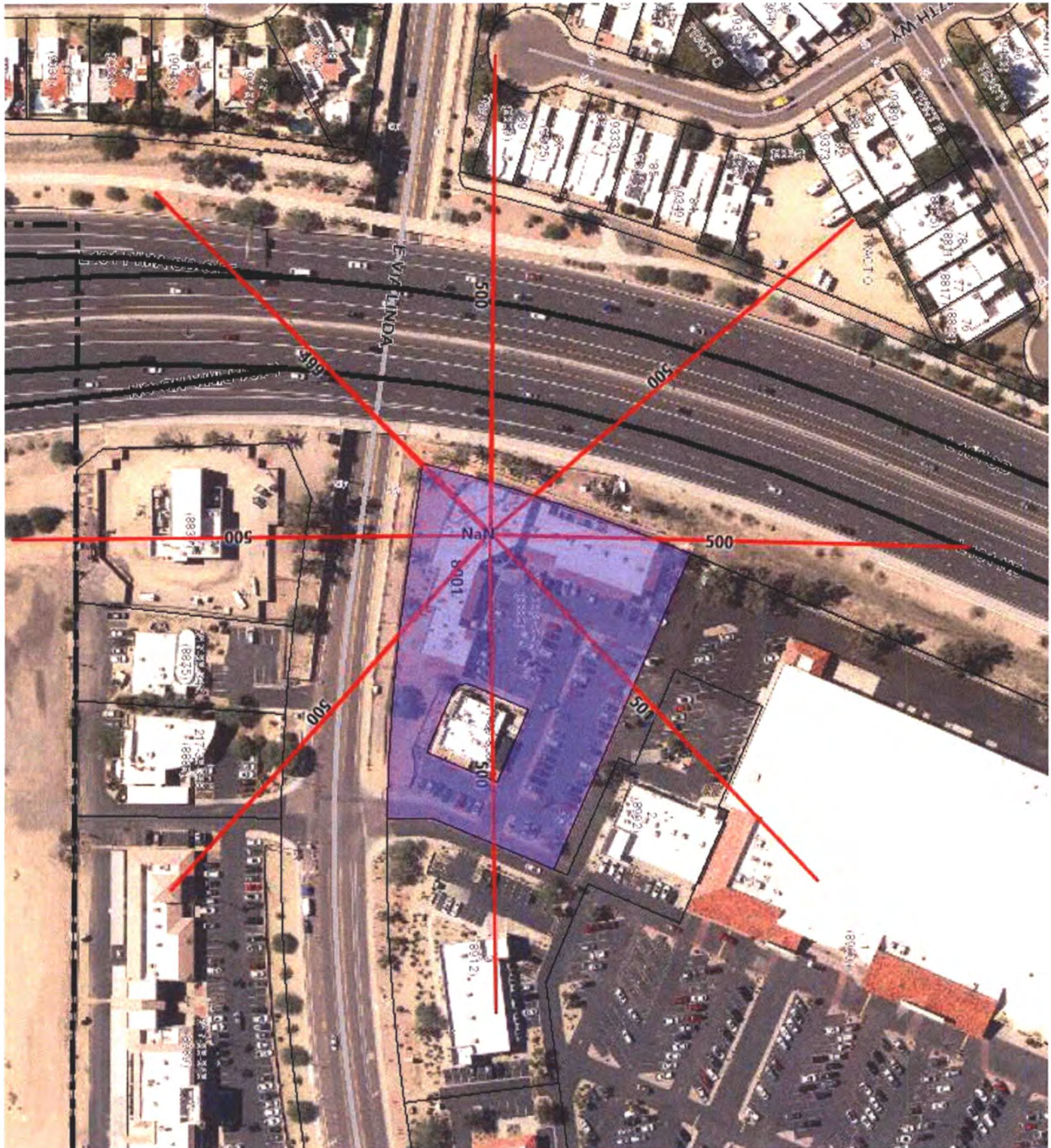
Licensing: All persons associated with the Off-track Betting site are required to be licensed by the Arizona Department of Racing. This includes:

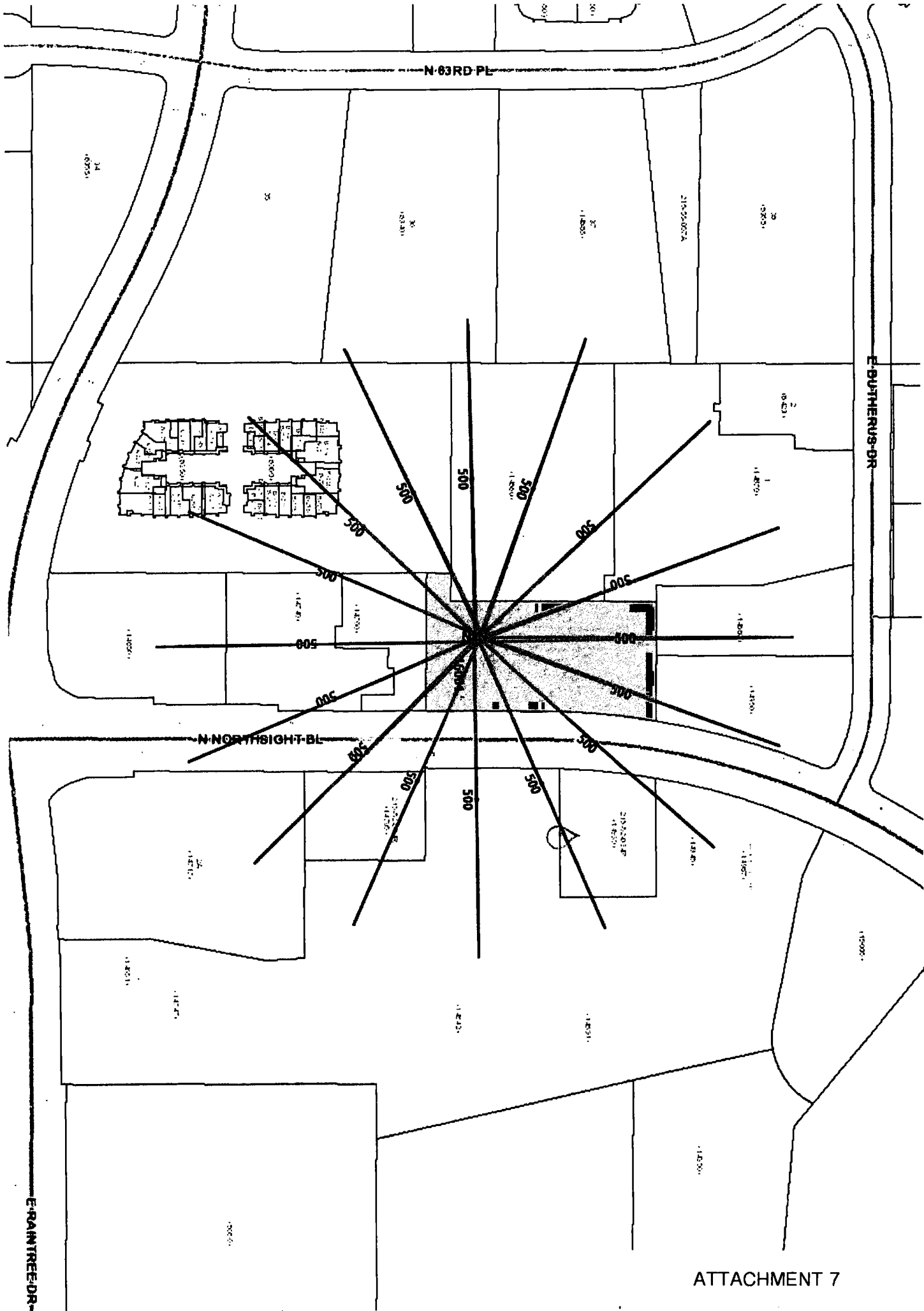
- All Turf Paradise Personnel.
- Owners with a 10% or greater interest in the site.
- One additional member of the site's working staff.

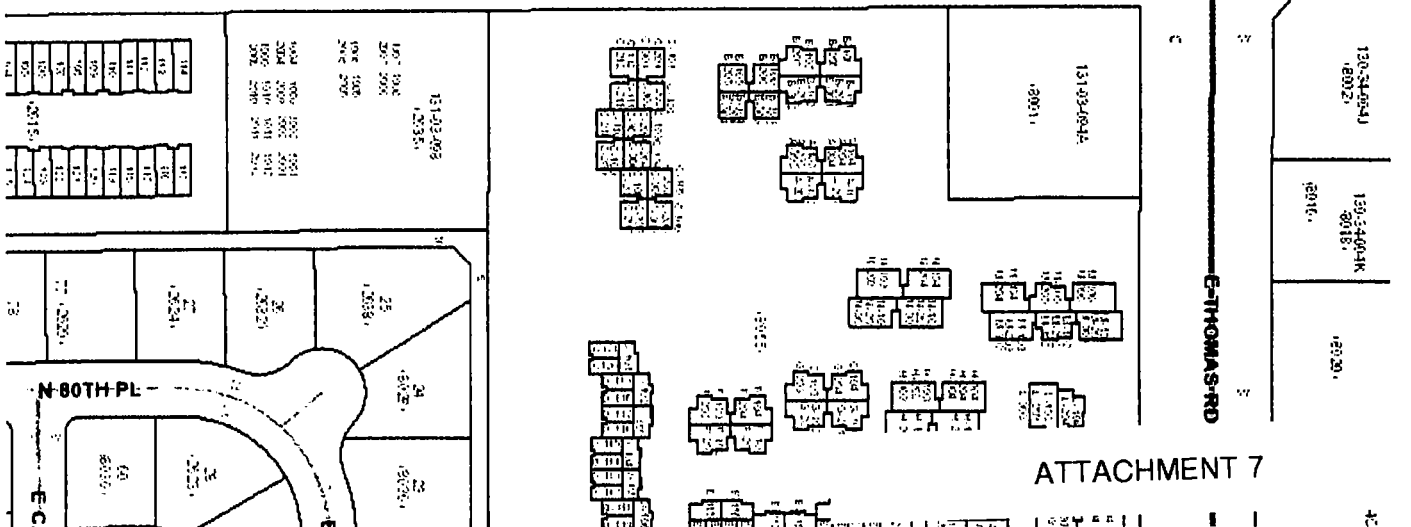
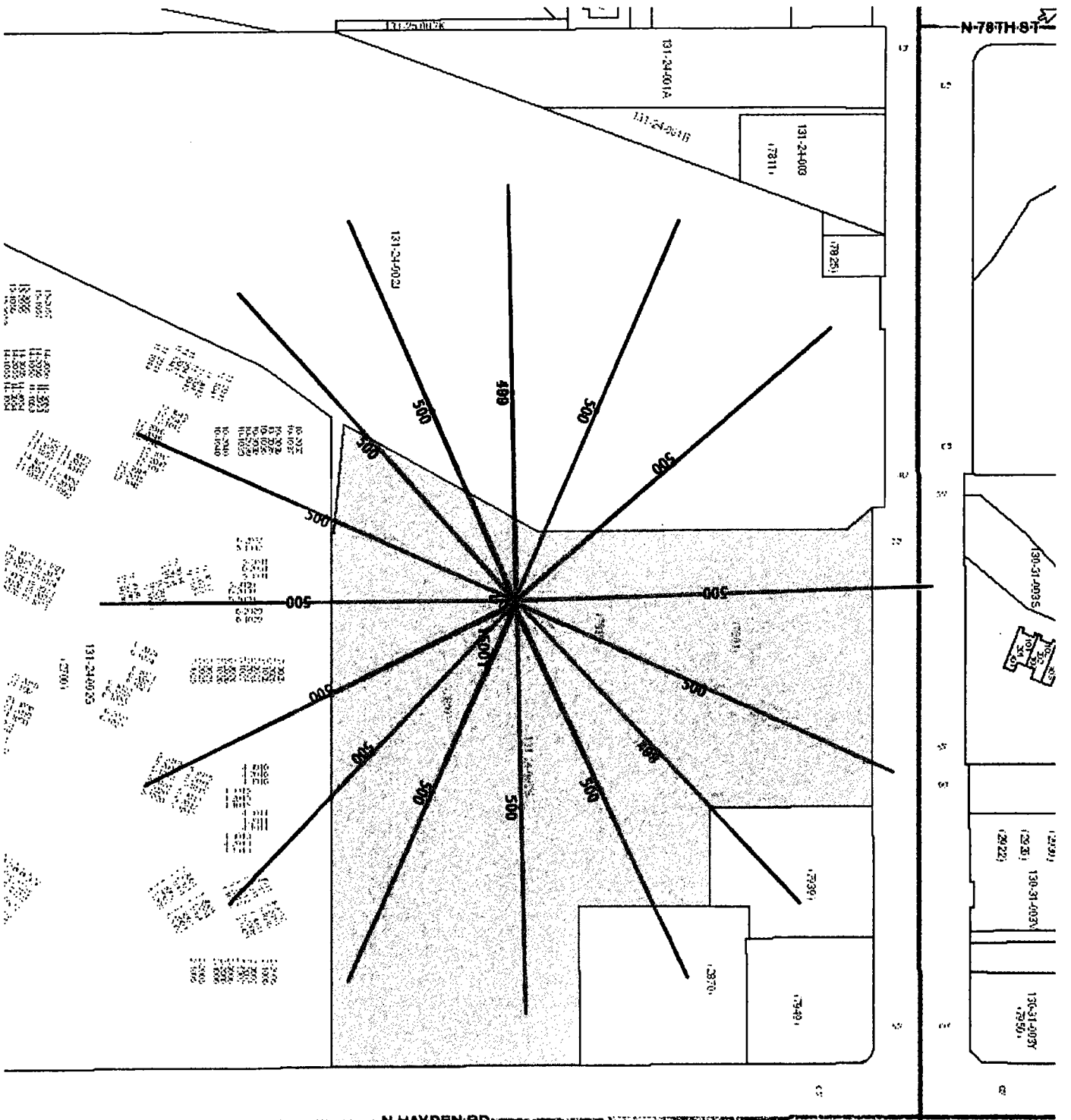
For an individual to get licensed by the Arizona Department of Gaming, they must be fingerprinted and have gone through an abbreviated background check. In addition, all Turf Paradise employees are given a credit check.



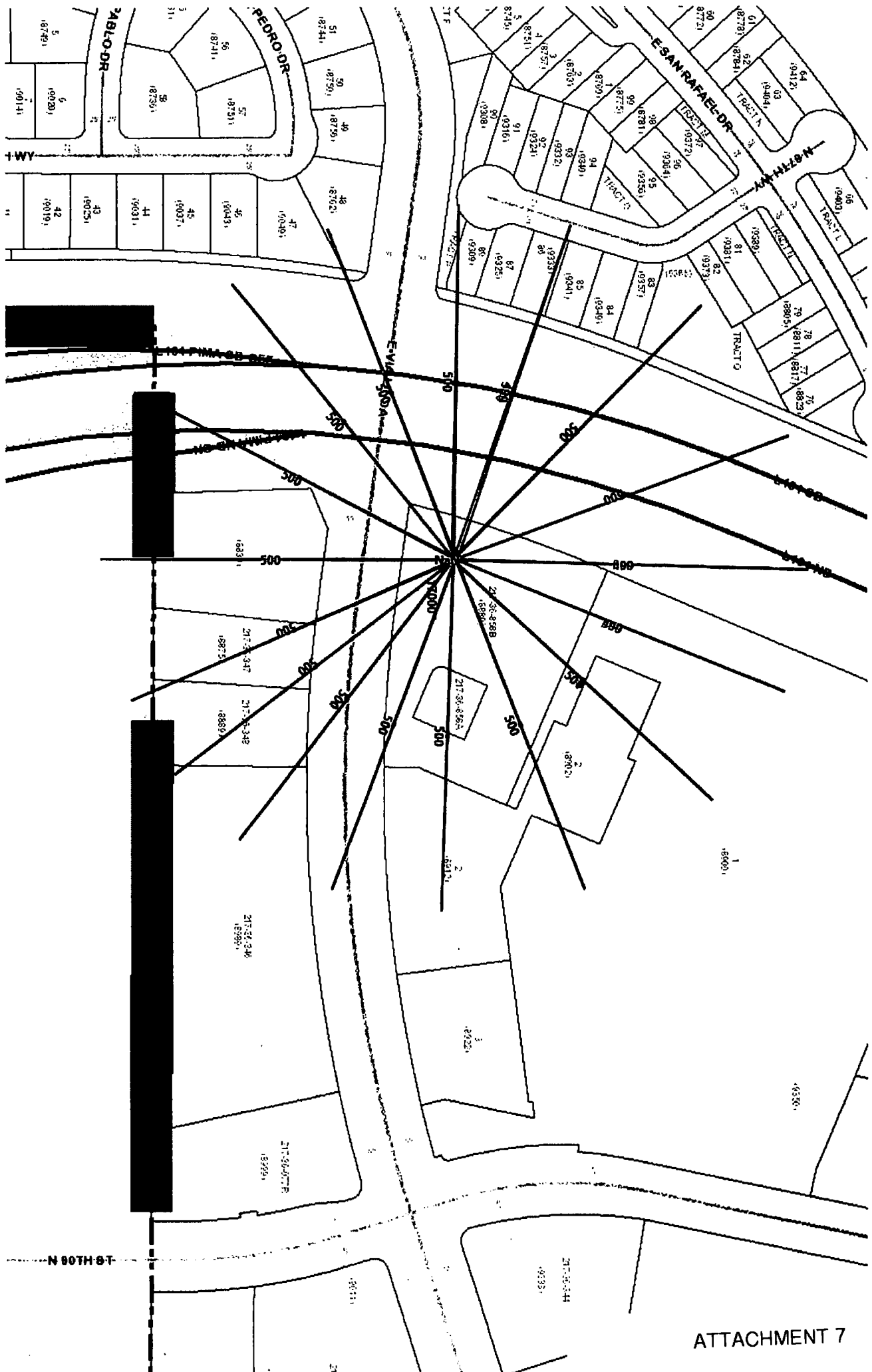








ATTACHMENT 7





Business Regulations

7447 E. Indian School Rd., Suite 230
Scottsdale, AZ 85251

www.ScottsdaleAZ.gov

Special Notice

This correspondence serves to provide notice that the business K O'Donnell's Sports Bar and Grill has applied for a license to operate a Tele-track Wagering Establishment at 14850 N. Northsight Blvd., Scottsdale, AZ 85260. A public hearing on this matter will be held before the Scottsdale City Council at City Hall, 3939 N. Drinkwater Blvd., Scottsdale, AZ, on June 23, 2026, at 5:00 p.m. The local governing body will recommend to either grant or deny the license.

Any business or person residing, owning, or leasing property within a 500-foot radius of the proposed site, who opposes the issuance of this license, may submit a protest in writing to the Business Services Office at 7447 E. Indian School Rd. Suite 110, Scottsdale, AZ 85251. Written protests must be received prior to the public hearing.

If you would like additional information on this matter, please contact Sarah VanGoethem, Tax and License Manager with the City of Scottsdale's Business Regulations Office at (480) 312-5926 or e-mail svangoethem@scottsdaleaz.gov.

Thank you,

A handwritten signature in black ink that reads "Sarah VanGoethem".

Sarah VanGoethem
Tax and License Manager
Business Service Division
City of Scottsdale



Persons with a disability may request a reasonable accommodation such as a sign language interpreter, by contacting The City Clerks office at (480) 312-2412. Requests should be made as early as possible to allow time to arrange accommodation.



Business Regulations

7447 E. Indian School Rd., Suite 230
Scottsdale, AZ 85251

www.ScottsdaleAZ.gov

Special Notice

This correspondence serves to provide notice that the business R T O'Sullivan's Sports Grill has applied for a license to operate a Tele-track Wagering Establishment at 7919 E. Thomas Rd., Ste. 101, Scottsdale, AZ 85251. A public hearing on this matter will be held before the Scottsdale City Council at City Hall, 3939 N. Drinkwater Blvd., Scottsdale, AZ, on June 23, 2026, at 5:00 p.m. The local governing body will recommend to either grant or deny the license.

Any business or person residing, owning, or leasing property within a 500-foot radius of the proposed site, who opposes the issuance of this license, may submit a protest in writing to the Business Services Office at 7447 E. Indian School Rd. Suite 110, Scottsdale, AZ 85251. Written protests must be received prior to the public hearing.

If you would like additional information on this matter, please contact Sarah VanGoethem, Tax and License Manager with the City of Scottsdale's Business Regulations Office at (480) 312-5926 or e-mail svangoethem@scottsdaleaz.gov.

Thank you,

A handwritten signature in black ink that reads "Sarah VanGoethem".

Sarah VanGoethem
Tax and License Manager
Business Service Division
City of Scottsdale



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Business Regulations

7447 E. Indian School Rd., Suite 230
Scottsdale, AZ 85251

www.ScottsdaleAZ.gov

Special Notice

This correspondence serves to provide notice that the business Tavern Grille Scottsdale has applied for a license to operate a Tele-track Wagering Establishment at 8880 E. Via Linda, Suite 106, Scottsdale, AZ 85258. A public hearing on this matter will be held before the Scottsdale City Council at City Hall, 3939 N. Drinkwater Blvd., Scottsdale, AZ, on June 23, 2026, at 5:00 p.m. The local governing body will recommend to either grant or deny the license.

Any business or person residing, owning, or leasing property within a 500-foot radius of the proposed site, who opposes the issuance of this license, may submit a protest in writing to the Business Services Office at 7447 E. Indian School Rd. Suite 110, Scottsdale, AZ 85251. Written protests must be received prior to the public hearing.

If you would like additional information on this matter, please contact Sarah VanGoethem, Tax and License Manager with the City of Scottsdale's Business Regulations Office at (480) 312-5926 or e-mail svangoethem@scottsdaleaz.gov.

Thank you,

A handwritten signature in black ink that reads "Sarah VanGoethem".

Sarah VanGoethem
Tax and License Manager
Business Service Division
City of Scottsdale



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Arizona
GANNETT

PO Box 632099, Cincinnati, OH 45263-2099

AFFIDAVIT OF PUBLICATION

City of Scottsdale
City of Scottsdale - Capital Project Management
7447 E Indian School RD
Ste 205
Scottsdale AZ 85251-3915

STATE OF WISCONSIN, COUNTY OF BROWN

The Arizona Business Gazette Republic Edition, a newspaper published in the city of Phoenix and general circulation in the counties of Pima, Maricopa, Coconino and Pinal, State of Arizona, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

PNI AZ Business Gazette Rep Ed 05/23/2026
PNI azcentral.com 05/23/2026

and that the fees charged are legal.
Sworn to and subscribed before on 05/23/2026

CITY OF SCOTTSDALE NOTICE OF PUBLIC HEARING

Notice is hereby given, pursuant to Scottsdale Revised Code Article XVI. Sec 16-508, that the Scottsdale City Council will hold a public hearing in the Scottsdale City Hall, 3939 N Drinkwater Boulevard, Scottsdale, for the purpose of receiving written and oral comments on and considering K O'Donnell's Sports Bar and Grill, 14850 N. Northsight Blvd, Scottsdale, application for a Tele track Wagering Establishment license. The regular hearing will be held on June 23, 2026, beginning at 5:00 PM. For questions, contact Sarah VanGoethem, Tax and License Manager 480-312-5926 or at svangoethem@scottsdaleaz.gov.
Pub: May 23, 2026

[Handwritten signature]

Legal Clerk _____

[Handwritten signature]

Notary, State of WI, County of Brown _____

[Handwritten date: 9/19/20]

My commission expires _____

Publication Cost: \$27.30
Tax Amount: \$0.00
Payment Cost: \$27.30
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VICKY FELTY
Notary Public
State of Wisconsin



Arizona

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GANNETT

AFFIDAVIT OF PUBLICATION

City of Scottsdale
City of Scottsdale - Capital Project Management
7447 E Indian School RD
Ste 205
Scottsdale AZ 85251-3915

STATE OF WISCONSIN, COUNTY OF BROWN

The Arizona Business Gazette Republic Edition, a newspaper published in the city of Phoenix and general circulation in the counties of Pima, Maricopa, Coconino and Pinal, State of Arizona, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

PNI AZ Business Gazette Rep Ed 05/23/2026
PNI azcentral.com 05/23/2026

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Sworn to and subscribed before on 05/23/2026

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Pub: May 23, 2026

Legal Clerk

Notary, State of WI, County of Brown

9/19/21

My commission expires

Publication Cost: \$26.00
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VICKY FELTY
Notary Public
State of Wisconsin

ATTACHMENT 9



Arizona

PO Box 632099, Cincinnati, OH 45263-2099

GANNETT

AFFIDAVIT OF PUBLICATION

City of Scottsdale
City of Scottsdale - Capital Project Management
7447 E Indian School RD
Ste 205
Scottsdale AZ 85251-3915

STATE OF WISCONSIN, COUNTY OF BROWN

The Arizona Business Gazette Republic Edition, a newspaper published in the city of Phoenix and general circulation in the counties of Pima, Maricopa, Coconino and Pinal, State of Arizona, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

PNI AZ Business Gazette Rep Ed 05/23/2026
PNI azcentral.com 05/23/2026

and that the fees charged are legal.
Sworn to and subscribed before on 05/23/2026

CITY OF SCOTTSDALE NOTICE OF PUBLIC HEARING

Notice is hereby given, pursuant to Scottsdale Revised Code Article XVI. Sec 16-508, that the Scottsdale City Council will hold a public hearing in the Scottsdale City Hall, 3939 N Drinkwater Boulevard, Scottsdale, for the purpose of receiving written and oral comments on and considering Tavern Grille Scottsdale, 8880 E. Via Linda, Suite 106, Scottsdale, application for a Tele-track Wagering Establishment license. The regular hearing will be held on June 23, 2026, beginning at 5:00 PM. For questions, contact Sarah VanGoethem, Tax and License Manager 480-312-5926 or at svangoethem@scottsdaleaz.gov. Pub: May 23, 2026

Legal Clerk

Notary, State of WI, County of Brown

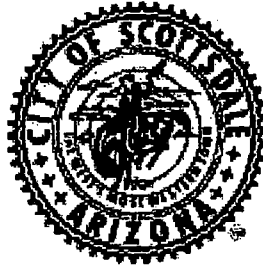
My commission expires

Publication Cost:	\$27.30	
Tax Amount:	\$0.00	
Payment Cost:	\$27.30	
Order No:	12350358	# of Copies:
Customer No:	1387290	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

VICKY FELTY
Notary Public
State of Wisconsin



NOTICE OF CITY COUNCIL HEARING

APPLICATION TO PROVIDE OFF TRACK BETTING
DATE POSTED: May 20, 2026

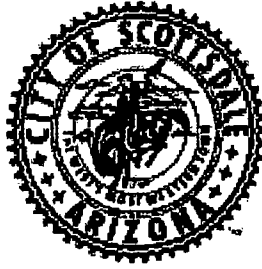
NOTICE IS HEREBY GIVEN THAT A HEARING WILL BE HELD BEFORE THE SCOTTSDALE CITY COUNCIL AT CITY HALL, 3939 N. DRINKWATER BLVD., SCOTTSDALE, AZ ON JUNE 23, 2026 AT 5:00 P.M. FOR THE PURPOSE OF HEARING:

TELE-TRACK WAGERING ESTABLISHMENT LICENSE
APPLICATION FOR
K O'DONNELL'S SPORTS BAR AND GRILL AT
14850 N NORTHSIGHT BLVD.

THE LOCAL GOVERNING BODY WILL RECOMMEND TO EITHER GRANT OR DENY THE LICENSE. ANY BUSINESS OR PERSON RESIDING, OWNING, OR LEASING PROPERTY WITHIN A 500 FOOT RADIUS OF THE PROPOSED SITE, WHO OPPOSES THE ISSUANCE OF THIS LICENSE, MAY SUBMIT A PROTEST IN WRITING TO THE CITY OF SCOTTSDALE BUSINESS SERVICES OFFICE AT 7447 E. INDIAN SCHOOL RD. SUITE 110, SCOTTSDALE, AZ 85251. WRITTEN PROTESTS MUST BE RECEIVED PRIOR TO THE PUBLIC HEARING. DATES ARE SUBJECT TO CHANGE. TO VERIFY THE HEARING DATE, CALL (480) 312-2412.



Persons with a disability may request a reasonable accommodation such as a sign language interpreter, by contacting The City Clerks office at (480) 312-2412. Requests should be made as early as possible to allow time to arrange accommodation.



NOTICE OF CITY COUNCIL HEARING

APPLICATION TO PROVIDE OFF TRACK BETTING
DATE POSTED: MAY 20, 2026

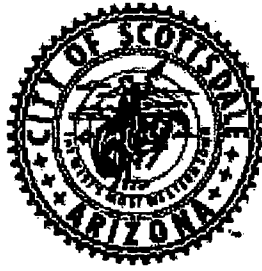
NOTICE IS HEREBY GIVEN THAT A HEARING WILL BE HELD BEFORE THE SCOTTSDALE CITY COUNCIL AT CITY HALL, 3939 N. DRINKWATER BLVD., SCOTTSDALE, AZ ON JUNE 23, 2026, AT 5:00 P.M. FOR THE PURPOSE OF HEARING:

TELE-TRACK WAGERING ESTABLISHMENT LICENSE
APPLICATION FOR
R T O'SULLIVAN'S AT
7919 E THOMAS RD SUITE 101.

THE LOCAL GOVERNING BODY WILL RECOMMEND TO EITHER GRANT OR DENY THE LICENSE. ANY BUSINESS OR PERSON RESIDING, OWNING, OR LEASING PROPERTY WITHIN A 500 FOOT RADIUS OF THE PROPOSED SITE, WHO OPPOSES THE ISSUANCE OF THIS LICENSE, MAY SUBMIT A PROTEST IN WRITING TO THE CITY OF SCOTTSDALE BUSINESS REGULATIONS OFFICE AT 7447 E. INDIAN SCHOOL RD. SUITE 110, SCOTTSDALE, AZ 85251. WRITTEN PROTESTS MUST BE RECEIVED PRIOR TO THE PUBLIC HEARING. DATES ARE SUBJECT TO CHANGE. TO VERIFY THE HEARING DATE, CALL (480) 312-2412.



Persons with a disability may request a reasonable accommodation such as a sign language interpreter, by contacting The City Clerks office at (480) 312-2412. Requests should be made as early as possible to allow time to arrange accommodation.



NOTICE OF CITY COUNCIL HEARING

APPLICATION TO PROVIDE OFF TRACK BETTING
DATE POSTED: May 20, 2026

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TELE-TRACK WAGERING ESTABLISHMENT LICENSE
APPLICATION FOR
TAVERN GRILLE SCOTTSDALE AT
8880 E. VIA LINDA, SUITE 106.

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R.T. O'SULLIVANS
Petition for Waiver

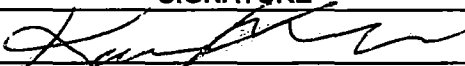
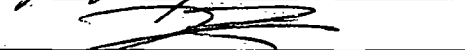
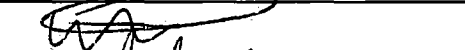
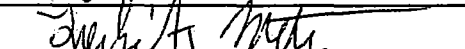
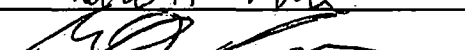



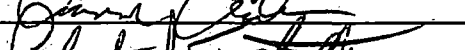
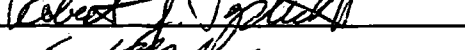


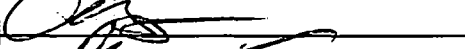
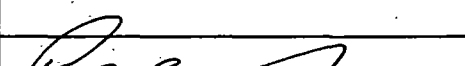
The undersigned hereby approve the R.T. O'Sullivan's request for waiver of the provisions Sec. 16-501 of the City of Scottsdale Teletracking Ordinance requiring that Off Track Betting establishments be located more than 500 feet from residences.

ATTACHMENT 11

PRINT NAME	SIGNATURE	DATE	ADDRESS	APARTMENT	BUILDING
MIKE LILLIS		5-2-26	2700 N. HAYDEN RD	2014	4
JIM ST VINCENT		5/2/26	2700 N. HAYDEN RD	3014	4
BRANDON FIORELLA		5/2/26	2700 N. HAYDEN RD	1015	4
DANIEL C ZVONEK		5/22/26	2700 N. HAYDEN RD	2015	4
Shane Stetter		5/2/26	2700 N. HAYDEN RD	3015	4
Chris Magrini		5-2-26	2700 N. HAYDEN RD	1016	4
SAM SEPAN		5-2-26	2700 N. HAYDEN RD	2016	4
Mark W... Hella W...		5-2-26	2700 N. HAYDEN RD	3016	4
Bill Magrini		5-2-26	2700 N. HAYDEN RD	1017	5
			2700 N. HAYDEN RD	2017	5
			2700 N. HAYDEN RD	3017	5
			2700 N. HAYDEN RD	1018	5
			2700 N. HAYDEN RD	2018	5
			2700 N. HAYDEN RD	3018	5
Jeff Rose		5-3-26	2700 N. HAYDEN RD	1019	5
			2700 N. HAYDEN RD	2019	5
			2700 N. HAYDEN RD	3019	5
			2700 N. HAYDEN RD	1020	5
			2700 N. HAYDEN RD	2020	5

R.T. O'SULLIVANS
Petition for Waiver

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PRINT NAME	SIGNATURE	DATE	ADDRESS	APARTMENT	BUILDING
Karen Kallis		5-1-2026	2700 N. HAYDEN RD	3007	2
MATT BREER		5-1-2026	2700 N. HAYDEN RD	1008	2
Erin McDonald		5-1-2026	2700 N. HAYDEN RD	2008	2
Frederick Mantel		5-1-2026	2700 N. HAYDEN RD	1009	3
Nigel Jones		5-1-2026	2700 N. HAYDEN RD	2009	3
Kaleb P. Jr		5/1/26	2700 N. HAYDEN RD	3009	3
Edwards Perez		5/1/26	2700 N. HAYDEN RD	1010	3
Cameron Cordes		5/1/26	2700 N. HAYDEN RD	2010	3
Rob Taptich		5/1/26	2700 N. HAYDEN RD	3010	3
Sebastian Hiken		5/1/26	2700 N. HAYDEN RD	1011	3
Daniel List		5/1/26	2700 N. HAYDEN RD	2011	3
Alicia MAZZETTA		5/1/26	2700 N. HAYDEN RD	3011	3
Paul Tosa		5/1/26	2700 N. HAYDEN RD	1012	3
			2700 N. HAYDEN RD	2012	3
			2700 N. HAYDEN RD	3012	3
			2700 N. HAYDEN RD	1013	4
Thomas Kelly		5/2/26	2700 N. HAYDEN RD	2013	4
			2700 N. HAYDEN RD	3013	4
			2700 N. HAYDEN RD	1014	4


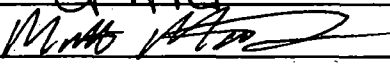
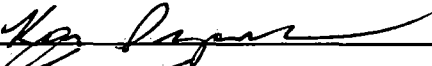


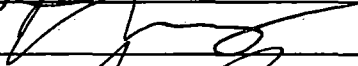
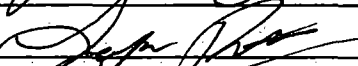
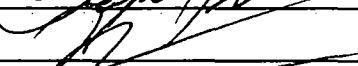
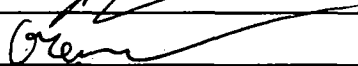
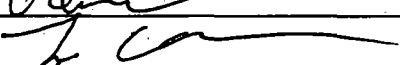
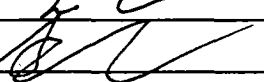
R.T. O'SULLIVANS
Petition for Waiver

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PRINT NAME	SIGNATURE	DATE	ADDRESS	APARTMENT	BUILDING
GARY CRAWFORD		5/1/26	2700 N. HAYDEN RD	1001	1
Sammy Sedan		5/1/26	2700 N. HAYDEN RD	1002	1
JACK GIBBS		5-1/26	2700 N. HAYDEN RD	1003	1
JIM ANDERSEN		5/1/26	2700 N. HAYDEN RD	1002	1
Brenda Andersen		5-1-26	2700 N. HAYDEN RD	2002	1
Elaine Elliott		5-1-26	2700 N. HAYDEN RD	3002	1
JOHANN M ELLIOTT		5-1-26	2700 N. HAYDEN RD	1003	1
Jas Olsen		460-695-669	2700 N. HAYDEN RD	2003	1
DARLAN KILLIK		5-1-26	2700 N. HAYDEN RD	3003	1
Robert Neckel		5-1-26	2700 N. HAYDEN RD	1004	1
MICHAEL RACKET		65-01-26	2700 N. HAYDEN RD	2004	1
Rob Tada		05/01/26	2700 N. HAYDEN RD	3004	1
Sammy Sedan		5/1/26	2700 N. HAYDEN RD	1005	2
DRAN MARTIN		5/1/26	2700 N. HAYDEN RD	2005	2
Tate Henry		5/1/2026	2700 N. HAYDEN RD	1006	2
Jabez Brnz		5/1/2026	2700 N. HAYDEN RD	2006	2
MELISSA WALLACE		5/1/26	2700 N. HAYDEN RD	3006	2
Kaylee Buchanan		5/1/26	2700 N. HAYDEN RD	1007	2
Cody May		5/1/26	2700 N. HAYDEN RD	2007	2

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PRINT NAME	SIGNATURE	DATE	ADDRESS	APARTMENT	BUILDING
Graham Holland		05/04/2020	2700 N. HAYDEN RD	1075	19
Matt Maloney		5/2/2024	2700 N. HAYDEN RD	2075	19
Kari Peponjak		5/2/2024	2700 N. HAYDEN RD	3075	19
Carlie Fisher		5/2/2026	2700 N. HAYDEN RD	1076	19
MATT PCIL		5/2/2026	2700 N. HAYDEN RD	2076	19
Cody May		5/2/26	2700 N. HAYDEN RD	3076	19
Logan Potter		5/2/26	2700 N. HAYDEN RD	1089	23
Dick Johnson		5/2/26	2700 N. HAYDEN RD	2089	23
Carl Fisher		5/2/26	2700 N. HAYDEN RD	1090	23
Tim Sullivan		5/2/26	2700 N. HAYDEN RD	2090	23
Lesley Rodriguez		5/2/24	2700 N. HAYDEN RD	3090	23
			2700 N. HAYDEN RD	1091	23
			2700 N. HAYDEN RD	2091	23
			2700 N. HAYDEN RD	3091	23
			2700 N. HAYDEN RD	1092	23
			2700 N. HAYDEN RD	2092	23

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PRINT NAME	SIGNATURE	DATE	ADDRESS	APARTMENT	BUILDING
Casey King	<i>[Signature]</i>	05/02/26	2700 N. HAYDEN RD	1042	11
Cassidy Gross	<i>[Signature]</i>	05/02/26	2700 N. HAYDEN RD	2042	11
Cindy Litz	<i>[Signature]</i>	5/2/26	2700 N. HAYDEN RD	3042	11
Christina Todd	<i>[Signature]</i>	5/2/26	2700 N. HAYDEN RD	1043	11
Diana Seely	<i>[Signature]</i>	5/2/26	2700 N. HAYDEN RD	2043	11
Karen Bissett	<i>[Signature]</i>	5/2/26	2700 N. HAYDEN RD	3043	11
Jury Bissett	<i>[Signature]</i>	5/2/26	2700 N. HAYDEN RD	1044	11
Michael Query	<i>[Signature]</i>	5/2/26	2700 N. HAYDEN RD	2044	11
Amber D'Onofrio	<i>[Signature]</i>	5/2/26	2700 N. HAYDEN RD	1045	12
Christina Markham	<i>[Signature]</i>	5/2/26	2700 N. HAYDEN RD	2045	12
			2700 N. HAYDEN RD	3045	12
Ronald Parker	<i>[Signature]</i>	5/2/26	2700 N. HAYDEN RD	1046	12
Tracy Parker	<i>[Signature]</i>	5/2/26	2700 N. HAYDEN RD	2046	12
Hogan Armstrong	<i>[Signature]</i>	5/2/26	2700 N. HAYDEN RD	3046	12
Russell Buckley	<i>[Signature]</i>	5/2/26	2700 N. HAYDEN RD	1047	12
			2700 N. HAYDEN RD	2047	12
			2700 N. HAYDEN RD	3047	12
			2700 N. HAYDEN RD	1048	12
			2700 N. HAYDEN RD	2048	12


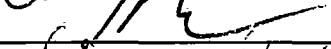





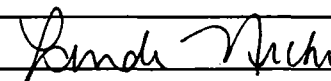




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Carol Alfaro	<i>Carol Alfaro</i>	5-2-26	2700 N. HAYDEN RD	3020	5
Enrique Alfaro	<i>Enrique Alfaro</i>	5-2-26	2700 N. HAYDEN RD	1021	6
Chad Barrett	<i>Chad Barrett</i>	5-2-26	2700 N. HAYDEN RD	2021	6
Jim Herring	<i>Jim Herring</i>	5-2-26	2700 N. HAYDEN RD	1022	6
Matt Herring	<i>Matt Herring</i>	5-2-26	2700 N. HAYDEN RD	2022	6
			2700 N. HAYDEN RD	3022	6
			2700 N. HAYDEN RD	1023	6
			2700 N. HAYDEN RD	2023	6
			2700 N. HAYDEN RD	3023	6
			2700 N. HAYDEN RD	1024	6
			2700 N. HAYDEN RD	2024	6
			2700 N. HAYDEN RD	1025	7
			2700 N. HAYDEN RD	2025	7
Megan Geller	<i>Megan Geller</i>	5-3-26	2700 N. HAYDEN RD	3025	7
			2700 N. HAYDEN RD	1026	7
			2700 N. HAYDEN RD	2026	7
			2700 N. HAYDEN RD	3026	7
Erika Craine	<i>Erika Craine</i>	5-3-26	2700 N. HAYDEN RD	1027	7
			2700 N. HAYDEN RD	2027	7





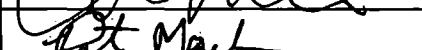

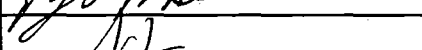



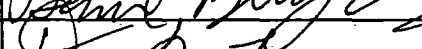

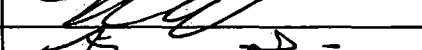
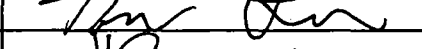


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Alan Dyer		5-2-26	2700 N. HAYDEN RD	3027	7
Robert Neckos		5-2-26	2700 N. HAYDEN RD	1028	7
Deeann Ilenfeld		5-2-26	2700 N. HAYDEN RD	2028	7
CHARLES BAUMAN		5-2-26	2700 N. HAYDEN RD	3028	7
Peggy Sullivan		5-2-26	2700 N. HAYDEN RD	1029	8
Jean Hutchinson		5-2-26	2700 N. HAYDEN RD	2029	8
Leanne Sudenberg		05/02/2026	2700 N. HAYDEN RD	1030	8
			2700 N. HAYDEN RD	2030	8
			2700 N. HAYDEN RD	3030	8
Ronda Nicholls		5/2/26	2700 N. HAYDEN RD	1031	8
			2700 N. HAYDEN RD	2031	8
			2700 N. HAYDEN RD	3031	8
CHRIS NICHOLLS		5/2/26	2700 N. HAYDEN RD	1032	8
			2700 N. HAYDEN RD	2032	8
James Donlan		5/2/26	2700 N. HAYDEN RD	1033	9
Michael Donlan		5/2/26	2700 N. HAYDEN RD	2033	9
Kevin Donlan		5/2/26	2700 N. HAYDEN RD	3033	9
			2700 N. HAYDEN RD	1034	9
			2700 N. HAYDEN RD	2034	9

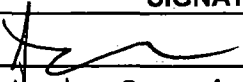



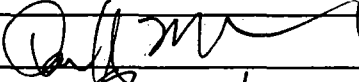
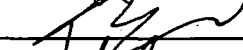

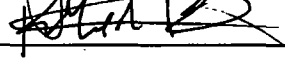
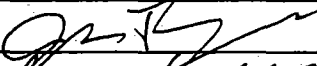

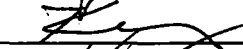



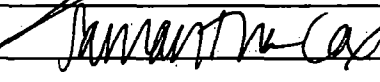
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PRINT NAME	SIGNATURE	DATE	ADDRESS	APARTMENT	BUILDING
MATT COMEY		5/2/2026	2700 N. HAYDEN RD	3034	9
CORRY GOODG		5/2/26	2700 N. HAYDEN RD	1035	9
Ellen Vega		5/2/26	2700 N. HAYDEN RD	2035	9
CHRIS MORRISON		5/2/26	2700 N. HAYDEN RD	3035	9
BOB MAGAMER		5/2/26	2700 N. HAYDEN RD	1036	9
Tyler McCollan		5/21/26	2700 N. HAYDEN RD	2036	9
Jordan Cooper		5/2/26	2700 N. HAYDEN RD	3036	9
JEFF RIEMER		5/2/26	2700 N. HAYDEN RD	1037	10
SARINA KHALUSA		5-2-26	2700 N. HAYDEN RD	2037	10
			2700 N. HAYDEN RD	1038	10
			2700 N. HAYDEN RD	2038	10
David Billingsley		5-2-26	2700 N. HAYDEN RD	3038	10
Darrick Lawson		5-2-26	2700 N. HAYDEN RD	1039	10
RYAN O'SHEA		5-2-26	2700 N. HAYDEN RD	2039	10
Brian Lerink		6-2-26	2700 N. HAYDEN RD	3039	10
KRISTY Geiter		5-2-26	2700 N. HAYDEN RD	1040	10
KAI Geiter		5-2-26	2700 N. HAYDEN RD	2040	10
Darryl Morton		5-2-26	2700 N. HAYDEN RD	1041	11
			2700 N. HAYDEN RD	2041	11

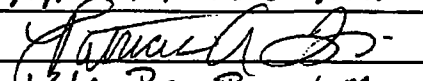

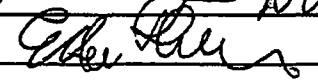
R.T. O'SULLIVANS
Petition for Waiver

The undersigned hereby approve the R.T. O'Sullivan's request for waiver of the provisions Sec. 16-501 of the City of Scottsdale Teletracking Ordinance requiring that Off Track Betting establishments be located more than 500 feet from residences.

PRINT NAME	SIGNATURE	DATE	ADDRESS	APARTMENT	BUILDING
Ashlee Emmert		5/2/26	2700 N. HAYDEN RD	3048	12
Morgan Craft		5/2/26	2700 N. HAYDEN RD	1049	13
Dean Craft		5/2/26	2700 N. HAYDEN RD	2049	13
Loei Cook		05-02-2026	2700 N. HAYDEN RD	3049	13
			2700 N. HAYDEN RD	1050	13
Darrell Mander		5/2/26	2700 N. HAYDEN RD	2050	13
Mark Skuh		5/2/26	2700 N. HAYDEN RD	3050	13
Scott Ardley		5/2/26	2700 N. HAYDEN RD	1051	13
Richard Reyes		5-2-24	2700 N. HAYDEN RD	2051	13
			2700 N. HAYDEN RD	3051	13
John Blackledge		5-2-26	2700 N. HAYDEN RD	1052	13
Harry Connors		5-2-26	2700 N. HAYDEN RD	2052	13
Keegan Mahoney		5-2-26	2700 N. HAYDEN RD	3052	13
Michael Blake		5/2/2024	2700 N. HAYDEN RD	1073	19
Deb Hendel		5/2/2024	2700 N. HAYDEN RD	2073	19
Russell Cox		5/2/2024	2700 N. HAYDEN RD	3073	19
Jamanta Cox		5/2/26	2700 N. HAYDEN RD	1074	19
			2700 N. HAYDEN RD	2074	19
			2700 N. HAYDEN RD	3074	19

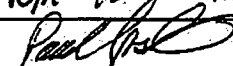
TAVERN GRILLE SCOTTSDALE
Petition for Waiver

The undersigned hereby approve the Tavern Grille Scottsdale request for waiver of the provisions Sec. 16-501 of the City of Scottsdale Teletracking Ordinance requiring that Off Track Betting establishments be located more than 500 feet from residences.

PRINT NAME	SIGNATURE	DATE	ADDRESS
Cory Bonimz	N/A PER PARCEL MAP		9308 N 87TH WAY SCOTTSDALE 85258
CAROL Wicks	N/A PER PARCEL MAP		9316 N 87TH WAY SCOTTSDALE 85258
HAYLAN RAZZY	N/A PER PARCEL MAP		9324 N 87TH WAY SCOTTSDALE 85258
Kevin Kercharnski	N/A PER PARCEL MAP		9332 N 87TH WAY SCOTTSDALE 85258
Teresa Dishman		4/23/25	9340 N 87TH WAY SCOTTSDALE 85258
Daniel Dahl	N/A PER PARCEL MAP		9356 N 87TH WAY SCOTTSDALE 85258
Greg Roberts		4/23/25	9349 N 87TH WAY SCOTTSDALE 85258
Nashin Burton	NO		9341 N 87TH WAY SCOTTSDALE 85258
Ray Shipflee	NO		9333 N 87TH WAY SCOTTSDALE 85258
Edwin Phillips		4/23/25	9325 N 87TH WAY SCOTTSDALE 85258

TAVERN GRILLE SCOTSDALE
Petition for Waiver

The undersigned hereby approve the Tavern Grille-Scottsdale request for waiver of the provisions Sec. 16-501 of the City of Scottsdale Teletracking Ordinance requiring that Off Track Betting establishments be located more than 500 feet from residences.

PRINT NAME	SIGNATURE	DATE	ADDRESS
Andy Greenfield	N/A PER PARCEL MAP		9031 N 87TH WAY SCOTTSDALE 85258
Faith Helm	N/A PER PARCEL MAP		9037 N 87TH WAY SCOTTSDALE 85258
TERRANCE LAY	N/A PER PARCEL MAP		9043 N 87TH WAY SCOTTSDALE 85258
EDSTIAN TRUST, PAUL		4/23/24	9049 N 87TH WAY SCOTTSDALE 85258
Earl Smoot	NO		8762 E SAN PEDRO DR SCOTTSDALE 85258
Robert Rea	N/A PER PARCEL MAP		8756 E SAN PEDRO DR SCOTTSDALE 85258
Michelle Brown	N/A PER PARCEL MAP		8826 E SAN RAFAEL DR SCOTTSDALE 85258
Lawrence Leott	N/A PER PARCEL MAP		8832 E SAN RAFAEL DR SCOTTSDALE 85258
Anne Plotal	N/A PER PARCEL MAP		8838 E SAN RAFAEL DR SCOTTSDALE 85258
Kevin Moriarty	N/A PER PARCEL MAP		8844 E SAN RAFAEL DR SCOTTSDALE 85258
Ted Mandel	N/A PER PARCEL MAP		8850 E SAN RAFAEL DR SCOTTSDALE 85258
Doug Brown	N/A PER PARCEL MAP		8823 E SAN RAFAEL DR SCOTTSDALE 85258
Devrot Willard	N/A PER PARCEL MAP		8817 E SAN RAFAEL DR SCOTTSDALE 85258
Doug Eggleston	N/A PER PARCEL MAP		8811 E SAN RAFAEL DR SCOTTSDALE 85258
Teresa O'Neal	N/A PER PARCEL MAP		8805 E SAN RAFAEL DR SCOTTSDALE 85258
Deb Robin	N/A PER PARCEL MAP		9389 N 87TH WAY SCOTTSDALE 85258
Nick Molas	N/A PER PARCEL MAP		9381 N 87TH WAY SCOTTSDALE 85258
WALLACE TUD	N/A PER PARCEL MAP		9373 N 87TH WAY SCOTTSDALE 85258
MARtha Oconnor	Signed on Back up sheet		9357 N 87TH WAY SCOTTSDALE 85258
John Houghton			9309 N 87TH WAY SCOTTSDALE 85258

TAVERN GRILLE SCOTTSDALE
 Petition for Waiver

The undersigned hereby approve the Tavern Grille Scottsdale request for waiver of the provisions Sec. 16-501 of the City of Scottsdale
 Zoning Ordinance requiring that Off Track Betting establishments be located more than 500 feet from residences.

PRINT NAME	SIGNATURE	DATE	ADDRESS
Andy Greenfield	<i>Andy Greenfield</i>		9031 N 87TH WAY SCOTTSDALE 85258
Faith Heim			9037 N 87TH WAY SCOTTSDALE 85258
Terrance Hay			9043 N 87TH WAY SCOTTSDALE 85258
Edister Trust, Inc			9049 N 87TH WAY SCOTTSDALE 85258
Earl Smoot			8782 E SAN PEDRO DR SCOTTSDALE 85258
Robert Kea			8756 E SAN PEDRO DR SCOTTSDALE 85258
Michelle Brown			8826 E SAN RAFAEL DR SCOTTSDALE 85258
Frankie Neff	<i>Frankie Neff</i>		8832 E SAN RAFAEL DR SCOTTSDALE 85258
Gene Phobal			8838 E SAN RAFAEL DR SCOTTSDALE 85258
Kelly Moriarty			8844 E SAN RAFAEL DR SCOTTSDALE 85258
Ted Mandel			8850 E SAN RAFAEL DR SCOTTSDALE 85258
Doug Brown			8823 E SAN RAFAEL DR SCOTTSDALE 85258
David Wilford			8817 E SAN RAFAEL DR SCOTTSDALE 85258
Doug Eggleson			8811 E SAN RAFAEL DR SCOTTSDALE 85258
Teresa O'Keefe			8805 E SAN RAFAEL DR SCOTTSDALE 85258
Deb Robin			9389 N 87TH WAY SCOTTSDALE 85258
Nick Males			9381 N 87TH WAY SCOTTSDALE 85258
N. N. L. T. S.			9373 N 87TH WAY SCOTTSDALE 85258
Frankie O'Connell	<i>Frankie O'Connell</i>	03/29/25	9357 N 87TH WAY SCOTTSDALE 85258
John Heyman			9309 N 87TH WAY SCOTTSDALE 85258