

**FIFTH AMENDMENT
TO AMENDED AND RESTATED FUNDING AGREEMENT FOR LIVE HORSE RACING**

THIS FIFTH AMENDMENT TO AMENDED AND RESTATED FUNDING AGREEMENT FOR LIVE HORSE RACING (this “**Fifth Amendment**”) made as of the 1st day of April, 2026 (the “**Amendment Effective Date**”),

BETWEEN:

**ONTARIO LOTTERY AND GAMING
CORPORATION,**

a corporation established pursuant to the *Ontario Lottery and Gaming Corporation Act, 1999*,

(hereinafter referred to as “**OLG**”)

- and -

HORSE RACING ONTARIO,

a non-share capital corporation incorporated under the laws of Canada,

(hereinafter referred to as “**Ontario Racing**”)

- and -

ONTARIO RACING MANAGEMENT INC.,

a corporation incorporated under the laws of the Province of Ontario,

(hereinafter referred to as “**ORM**”)

- and -

WOODBINE ENTERTAINMENT GROUP,

a non-share capital corporation incorporated under the laws of the Province of Ontario,

(hereinafter referred to as “**WEG**”)

WHEREAS OLG, Ontario Racing, ORM and WEG are parties to that certain Amended and Restated Funding Agreement for Live Horse Racing made effective as of April 1, 2019, as amended by the First Amendment to Amended and Restated Funding Agreement for Live Horse Racing made as of April 9, 2020, as further amended by the Second Amendment to Amended and Restated Funding Agreement for Live Horse Racing made as of December 16, 2020, as further amended by the Third Amendment to Amended and Restated Funding Agreement for Live Horse Racing made as of January 26, 2021, as further amended by the Fourth Amendment to Amended and Restated Funding Agreement for Live Horse Racing made as of January 1, 2025 (collectively, the “**Funding Agreement**”);

AND WHEREAS capitalized terms that are used but not defined in this Fifth Amendment have the respective meanings specified in the Funding Agreement;

AND WHEREAS the Parties desire to amend the Funding Agreement as set forth in this Fifth Amendment;

NOW THEREFORE THIS FIFTH AMENDMENT WITNESSES THAT in consideration of the respective covenants and agreements of the Parties herein contained and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each Party), the Parties agree as follows, in each case with effect from and after the Amendment Effective Date:

1. Section 1.1 (Definitions)

Section 1.1 of the Funding Agreement is hereby amended:

- (a) by replacing the definition of “Crown” with the following:

“**Crown**” means His Majesty the King in right of Ontario;

- (b) by replacing the definition of “Eligible Capital Costs” with the following:

“**Eligible Capital Costs**” means, with respect to any funds comprising the Capital Improvements Payment, capital costs (not operating costs and expenses) actually incurred by or on behalf of any OR Racetrack Member for the improvement of facilities used in connection with the operation of a Member Racetrack where such improvements are intended to improve the horse racing experience for customers and horse people at such Member Racetrack, regardless of the Funding Year in which such costs and expenses were incurred;

- (c) by inserting the following terms in such Section in alphabetical order:

“**Administration Payment Supplement**” has the meaning specified in Section 5.9(d)(i);

“**Confirmed Viability Plan**” has the meaning specified in Section 5.4(d);

“**COSA**” means Central Ontario Standardbred Association and its successors and assigns;

“**Final Proposed Viability Plan**” has the meaning specified in Section 5.4(i)(ii);

“**HBPA**” means Horsemen’s Benevolent Protective Association of Ontario and its successors and assigns.

“Industry Association Member” has the meaning specified in the OR Membership Agreement;

“Periodic Review Report” has the meaning specified in Section 5.4(j)(i);

“Preliminary Outline” has the meaning specified in Section 5.4(a);

“Proposed Viability Plan” has the meaning specified in Section 5.4(c);

“Proposed WEG Racing Restructuring” has the meaning specified in Section 6.7;

“Second Proposed Viability Plan” has the meaning specified in Section 5.4(i)(i);

“Special Payment” has the meaning specified in Section 5.9(b)(vi);

“Special Payment Period” means the period of time comprised of the five (5) Funding Years commencing on April 1, 2026 and ending on March 31, 2031;

“Special Payment Uses” has the meaning specified in Section 5.9(d);

“Viability Plan” has the meaning specified in Section 5.4(a);

“Viability Plan Requirement” has the meaning specified in Section 5.4(c);

“WEG Capital Allocation” has the meaning specified in Section 5.9(d)(iii);

“WEG Financial Review” has the meaning specified in Section 4.2(e)(i);

“WEG Relief” has the meaning specified in Section 4.2(d);

“WEG Relief Report” has the meaning specified in Section 4.2(f);

“WEG Relief Cap” means \$15,000,000 per Funding Year;

2. Viability Plan

- (a) Section 5.4 (*Three-Year Strategic Plan*) of the Funding Agreement is hereby deleted in its entirety and replaced with the following:

“Section 5.4 (Viability Plan)”

(a) Within sixty (60) days following the execution of this Fifth Amendment by all Parties, Ontario Racing shall prepare and deliver to OLG a preliminary detailed outline (the “**Preliminary Outline**”) for a comprehensive (in terms of scope) and detailed (in terms of specifics, depth and fine-grained information) plan for the long-term financial viability, growth and governance of the horse racing industry in Ontario (the “**Viability Plan**”).

(b) At OLG’s request, within fifteen (15) days following the delivery by Ontario Racing to OLG of the Preliminary Outline and the approvals referred to in Section 5.4(f), representatives of OLG and Ontario Racing shall meet for a discussion of the Preliminary Outline. If OLG does not confirm, in writing, its acceptance of the Preliminary Outline within such fifteen (15)-day period, then OLG shall discuss with Ontario Racing the reasons therefor, and Ontario Racing shall cooperate with OLG to address such feedback until OLG confirms, in writing, its acceptance of the Preliminary Outline.

(c) As soon as practicable following OLG’s confirmation that it has accepted the Preliminary Outline, but in any case by no later than the date on which Ontario Racing delivers a Proposed Annual Business Plan for the Funding Year commencing on April 1, 2027 to OLG in accordance with this Agreement, Ontario Racing shall prepare and deliver to OLG a proposed Viability Plan that satisfies the Viability Plan Requirement (the “**Proposed Viability Plan**”). Without limiting the generality of the foregoing, Ontario Racing acknowledges and agrees that the Proposed Viability Plan shall:

(i) describe, in reasonable detail, the amendments, if any, that Ontario Racing proposes to make to the Material Agreements in order to implement such plan;

(ii) outline strategies and plans to address the major issues facing the horse racing industry in Ontario; and

(iii) include a long-term viability strategy that will aim to ensure that horse racing remains competitive and relevant within Ontario’s evolving gaming and entertainment landscape

(collectively, the “**Viability Plan Requirement**”). The first Proposed Viability Plan shall address actions that are proposed to be taken during the Special Payment Period.

(d) The Proposed Viability Plan will be subject to review by OLG and the Ministry of Tourism, Culture and Gaming (the “**Ministry**”). Within thirty (30) days following the delivery by Ontario Racing to OLG of the Proposed Viability Plan and the approvals referred to in Section 5.4(f) (or at such other time as OLG may direct upon reasonable notice to Ontario Racing), representatives of Ontario Racing shall meet with representatives of OLG (which meeting may also include representatives of the Ministry) for a discussion of the Proposed Viability Plan. If OLG does not confirm, in writing, the readiness of any portion of the Proposed

Viability Plan for implementation, then OLG shall discuss with Ontario Racing the reasons therefor, and OLG and Ontario Racing, both acting in good faith, shall cooperate in an attempt to resolve their disagreements. If OLG and Ontario Racing are unable to resolve any such disagreement with respect to the Proposed Viability Plan, either Party shall be entitled to request non-binding mediation to facilitate a resolution, and both Parties (in addition to the Ministry, at its option) shall thereafter participate in such non-binding mediation. Notwithstanding anything to the contrary in this Agreement, no dispute regarding the readiness of the Proposed Viability Plan for implementation shall be submitted to arbitration for resolution pursuant to Section 14.5. The Proposed Viability Plan that has been confirmed by OLG as being ready for implementation pursuant to this Section 5.4(d) is referred to herein as the “**Confirmed Viability Plan**”, and such term includes all amendments and updates thereto that are from time to time made in accordance with this Agreement. Ontario Racing shall share relevant portions of the Confirmed Viability Plan with Ontario’s horse racing industry stakeholders.

(e) Without limiting any other provisions of this Agreement, Ontario Racing shall promptly provide to OLG written clarifications of the information and analysis included in any Preliminary Outline, Proposed Viability Plan or Confirmed Viability Plan, and such additional information or analysis, in each case, as OLG may reasonably request from time to time.

(f) Ontario Racing shall ensure that the Preliminary Outline that is delivered to OLG pursuant to Section 5.4(a) and the Proposed Viability Plan that is delivered to OLG pursuant to Section 5.4(c) shall have been approved by the board of directors of Ontario Racing prior to each such delivery. Ontario Racing shall include with the Preliminary Outline and the Proposed Viability Plan, as applicable, a copy of the minutes of meeting or written resolutions of the board of directors of Ontario Racing evidencing proper approval of the Preliminary Outline and the Proposed Viability Plan, respectively, in accordance with the Organizational Documents of Ontario Racing, each of which copies shall be certified to be a true, correct and complete copy thereof by the corporate secretary of Ontario Racing (or another corporate officer that is acceptable to OLG, in its sole discretion).

(g) Notwithstanding anything to the contrary in Section 5.1, once there is a Confirmed Viability Plan, Ontario Racing shall ensure that each Proposed Annual Business Plan that it thereafter prepares is consistent with the Confirmed Viability Plan, except to the extent that OLG otherwise consents to any deviations therefrom in advance of the preparation of such Proposed Annual Business Plan. If Ontario Racing delivers to OLG a written proposal for all such deviations at least sixty (60) days prior to the date by which Ontario Racing is required to deliver the next Proposed Annual Business Plan to OLG, then within fifteen (15) days following receipt of such proposal, OLG shall notify Ontario Racing, in writing, of OLG’s acceptance or rejection of each of such deviations. If OLG does not accept any of such proposed deviations, then OLG shall discuss with Ontario Racing the reasons therefor, and Ontario Racing shall cooperate with OLG to address such feedback until OLG confirms, in writing, its acceptance of such proposed deviations. Nothing in this Section 5.4(g) shall permit Ontario Racing to

delay the delivery of a Proposed Annual Business Plan to OLG in accordance with Section 5.1(a) without OLG's express written consent. If OLG does not consent to any deviation from the Confirmed Viability Plan prior to the date by which Ontario Racing is required to deliver a Proposed Annual Business Plan but OLG subsequently consents thereto, then Ontario Racing may deliver a revised Proposed Annual Business Plan to OLG in accordance with Section 5.3.

(h) Ontario Racing shall, on a regular basis, review and, as reasonably necessary based on the circumstances at the time, amend and update the Confirmed Viability Plan from time to time to make adjustments to the projections, strategies and initiatives contemplated therein, including to ensure that the Confirmed Viability Plan remains current, forward-looking and responsive to the findings of the most recent Periodic Review Report; provided, however, that all such amendments and updates shall be subject to the review and confirmation process set forth in Section 5.4(d), after Ontario Racing has received the approvals referred to in Section 5.4(f).

(i) In addition to the amendments and updates required under Section 5.4(h), Ontario Racing shall prepare and deliver to OLG:

(i) contemporaneously with the delivery of the Proposed Annual Business Plan for the Funding Year commencing April 1, 2030 and, in any case, by no later than January 31, 2030, a second proposed Viability Plan that satisfies the Viability Plan Requirement, which shall address actions that are proposed to be taken during the Funding Years commencing on April 1, 2031 and ending on March 31, 2038 (the “**Second Proposed Viability Plan**”); and

(ii) contemporaneously with the delivery of the Proposed Annual Business Plan for the Funding Year commencing April 1, 2037 and, in any case, by no later than January 31, 2037, a final proposed Viability Plan that satisfies the Viability Plan Requirement, which shall address actions to be taken during the final Funding Year of the Term and thereafter (the “**Final Proposed Viability Plan**”),

in each case, taking into account, and responding to, the findings of the most recent Periodic Review Report. The requirements of Sections 5.4(d), 5.4(e) and 5.4(f) shall apply, *mutatis mutandis*, to the Second Proposed Viability Plan and the Final Proposed Viability Plan, each of which shall become the Confirmed Viability Plan for purposes of this Agreement (including for purposes of Sections 5.4(g), 5.4(h) and 5.4(k)) once it has been confirmed by OLG as being ready for implementation pursuant to Section 5.4(d).

(j) Without limiting Ontario Racing's obligations under Section 5.4(h), Ontario Racing and OLG shall:

(i) collaborate in the development of a report that reviews, analyzes and evaluates the effectiveness and performance outcomes of the Confirmed Viability Plan (the “**Periodic Review Report**”);

(ii) both acting reasonably, determine the form and substance of each Periodic Review Report; and

(iii) finalize a new Periodic Review Report for sharing with key industry stakeholders within one hundred fifty (150) days following the end of each of the tenth (10th), fourteenth (14th) and seventeenth (17th) Funding Years of the Term.

(k) An indicative timeline for review and analysis of the Confirmed Viability Plan and the Special Payment is set forth in Schedule 5.4 (*Timelines for Review and Analysis of Special Payment and Confirmed Viability Plan*)."

(b) Schedule 5.4 (*Three-Year Strategic Plan Requirements and Template*) of the Funding Agreement is hereby deleted in its entirety and replaced with Exhibit A attached to this Fifth Amendment.

3. Section 5.1 (Annual Business Plan)

Notwithstanding anything to the contrary in Section 5.1(a) of the Funding Agreement, but without limiting any of the Parties' respective rights and obligations under Article 5 of the Funding Agreement, Ontario Racing shall deliver to OLG the components of the Proposed Annual Business Plan for a Funding Year specified in Section 3 (*Key Performance Indicators*) and Section 7 (*Financial Information*) of Schedule 5.1(a) (*Content for Proposed Annual Business Plan*) of the Funding Agreement at least fifteen (15) days prior to the commencement of such Funding Year, and Schedule 5.1(a) shall be construed accordingly.

4. New Section 5.9 (Funding Years April 1, 2026 to March 31, 2031)

The Funding Agreement is hereby amended by adding the following provisions to Article 5, as Section 5.9:

"Section 5.9 (Funding Years April 1, 2026 to March 31, 2031)

(a) This Section 5.9 shall apply only during the Special Payment Period, but not thereafter.

(b) Notwithstanding anything to the contrary in Section 2.1, but subject to Section 5.9(c), for each Funding Year during the Special Payment Period, the Annual Payment shall be an amount not to exceed \$149,800,000, comprised of:

(i) the Racetracks Payment, in the amount of \$91,400,000, subject to Article 4;

(ii) the Additional Purse Enhancement Payment, in the amount of \$4,000,000;

(iii) the Capital Improvements Payment, in the amount of \$6,000,000;

(iv) the Administration Payment, in the amount of \$3,400,000;

(v) the Horse Improvement Payment, in the amount of \$10,000,000; and

(vi) a payment in the amount of \$35,000,000 (the amount referred to in this paragraph (vi) being the “**Special Payment**”).

(c) Without limiting Section 5.9(h), OLG shall not pay any portion of the Special Payment for any of the three (3) Funding Years commencing on April 1, 2028 and ending on March 31, 2031 until there is a Confirmed Viability Plan. Subject to the foregoing sentence:

(i) OLG shall make payments to Ontario Racing on account of the Special Payment (other than payments made on account of the Administration Payment Supplement) on an as-needed basis, only when such funds are required by ORM for Special Payment Uses for and on behalf of, or for the benefit of, applicable OR Racetrack Members in accordance with the applicable Approved Annual Business Plan; and

(ii) OLG shall make payments to Ontario Racing on account of the Administration Payment Supplement in twelve (12) equal monthly instalments, each of which instalment payments shall be made, in arrears, prior to or on the last Wednesday of each month during each Funding Year.

(d) Following the receipt of funds comprising the Special Payment by Ontario Racing, Ontario Racing shall distribute the full amount thereof to ORM to be used solely for the following purposes (the “**Special Payment Uses**”):

(i) for each Funding Year during the Special Payment Period, \$500,000 of the funds comprising the Special Payment shall be allocated and added to the Administration Payment (the “**Administration Payment Supplement**”), and all provisions of this Agreement that apply to the Administration Payment shall be deemed to apply to the Administration Payment Supplement except to the extent otherwise provided in this Section 5.9;

(ii) subject to Section 5.9(e), the Operational Enhancement Payment;

(iii) for each Funding Year during the Special Payment Period, \$2,000,000 of the funds comprising the Special Payment shall be allocated to be used solely for the purpose of paying Eligible Capital Costs for and on behalf of, or for the benefit of WEG, as contemplated in the Approved Annual Business Plan (the “**WEG Capital Allocation**”); provided that all of the provisions of the Agreement that apply to, or in connection with, Capital Improvements Payment shall be deemed to apply to the WEG Capital Allocation as though the WEG Capital Allocation consisted of funds comprising a Capital Improvements Payment;

(iv) paying Eligible Costs for and on behalf of, or for the benefit of, the OR Racetrack Members;

(v) HIP Permitted Uses; and

(vi) the payment of such other costs, expenses or distributions, or for such other uses, as OLG may from time to time, in its sole discretion, deem to be Special Payment Uses by providing written notice thereof to Ontario Racing; provided, however, that any such costs, expenses, distributions or other uses that are incurred or that occur by or on behalf of, or for the benefit of, Ontario Racing, ORM or any other person prior to the date of such notice from OLG shall not be Special Payment Uses.

(e) Notwithstanding anything to the contrary in Section 2.1(e), for each Funding Year during the Special Payment Period, Ontario Racing shall distribute the following amounts from funds comprising the Special Payment to ORM to be used solely for the purpose of paying Operational Enhancement Eligible Costs for and on behalf of, or for the benefit of, the OR Racetrack Members specified below:

Funding Year	Operational Enhancement Payment – Dresden	Operational Enhancement Payment – Fort Erie	Aggregate Operational Enhancement Payment per Funding Year
April 1, 2026 – March 31, 2027	\$201,996	\$1,454,370	\$1,656,366
April 1, 2027 – March 31, 2028	\$195,936	\$1,410,738	\$1,606,674
April 1, 2028 – March 31, 2029	\$190,058	\$1,368,416	\$1,558,474

Funding Year	Operational Enhancement Payment – Dresden	Operational Enhancement Payment – Fort Erie	Aggregate Operational Enhancement Payment per Funding Year
April 1, 2029 – March 31, 2030	\$184,356	\$1,327,364	\$1,511,720
April 1, 2030 – March 31, 2031	\$178,825	\$1,287,543	\$1,466,368

During the Special Payment Period, for all purposes of this Agreement:

- (i) the foregoing table shall be deemed to replace the contents of Schedule 3.4(a);
- (ii) the amounts specified in the foregoing table shall be deemed to comprise Operational Enhancement Payments; and
- (iii) the OR Racetrack Members listed in the foregoing table shall be deemed to be the Operational Enhancement Payment Recipients.

For the avoidance of doubt, none of the monetary limits specified in clauses (i) through (v) of Section 5.9(b) will limit the allocation and use of the Special Payment for any of the Special Payment Uses.

(f) Without limiting OLG's approval rights under Section 5.2(a) with respect to those elements of the Proposed Annual Business Plan that are referred to in Section 5.1(b), and subject to the other terms and conditions of this Agreement (including Section 5.9(g)), Ontario Racing shall have operational flexibility over decisions about how the Annual Payment will be used by or on behalf of or for the benefit of OR Racetrack Members, in order to best support the continuation of racing at all Member Racetracks to the extent that the applicable OR Racetrack Members choose to remain operational during some or all of the Special Payment Period.

(g) Ontario Racing shall ensure that its allocation of the Annual Payment demonstrates commercially reasonable and equitable race program decisions. In making its decisions regarding such allocations, Ontario Racing shall include consideration of racetrack sustainability and employment stability, including engagement with affected OR Racetrack Members regarding commercially reasonable mitigation to preserve

continuity of operations and jobs. Ontario Racing's decisions should not, themselves, end or materially and adversely impact the operations of any particular Member Racetrack or the level of racing (i.e., Grassroot, Signature or Premier) during the Special Payment Period.

(h) If, in any Funding Year, any funds comprising the Special Payment (other than funds comprising the Administration Payment Supplement, which are expressly excluded from the application of this Section 5.9(h)) are not distributed by Ontario Racing to the extent contemplated in the Approved Annual Business Plan for such Funding Year:

(i) all of such funds that were allocated in the Approved Annual Business Plan for such Funding Year to the payment of Eligible Capital Costs for and on behalf of, and for the benefit of, OR Racetrack Members shall be subject to Section 4.3(b) as though such funds comprised the Capital Improvements Payment;

(ii) all of such funds that comprised purse allocations specified in the Approved Annual Business Plan for such Funding Year that were not distributed because of canceled race dates in circumstances in which no Make-Up Tactic was effected shall be subject to Section 6.1(h); and

(iii) OLG shall retain the remaining balance of such funds, and such funds shall not be available to Ontario Racing for any purpose in subsequent Funding Years."

5. Amendment to Section 3.2 (Capital Improvements Payment)

Section 3.2 of the Funding Agreement is hereby deleted in its entirety and replaced with the following:

"(a) Following the receipt of funds comprising the Capital Improvements Payment by Ontario Racing, Ontario Racing shall distribute the full amount thereof to ORM to be used solely for the purpose of paying Eligible Capital Costs for and on behalf of, or for the benefit of, the OR Racetrack Members as contemplated in the Approved Annual Business Plan. The Parties agree that, subject to the terms of the ORM Management Agreement, Ontario Racing shall be responsible for ensuring that any funds comprising the Capital Improvements Payment are used by ORM, for and on behalf of, and for the benefit of, the OR Racetrack Members, solely for the purpose of paying Eligible Capital Costs that are contemplated in the applicable Approved Annual Business Plan, and for no other purpose.

(b) Notwithstanding the generality of Section 3.2(a), for each Funding Year during the Special Payment Period, in addition to the WEG Capital Allocation, Ontario Racing shall distribute \$3,000,000 of funds comprising the Capital Improvements Payment to ORM to be used solely for the purpose of paying Eligible Capital Costs for and on behalf of, or for the benefit of, WEG, as contemplated in the Approved Annual Business Plan.

6. Administration Payment

Pursuant to Section 3.3(d) of the Funding Agreement and clause (b) of the definition of “Eligible Uses”, from and after April 1, 2026, Eligible Uses of funds comprising the Administration Payment shall be deemed to include Eligible Costs, Eligible Capital Costs and any HIP Permitted Use. Schedule B (*List of Eligible Uses of Administration Payment*) of the Funding Agreement shall be construed accordingly.

7. Section 3.5 (Horse Improvement Payment)

Section 3.5 of the Funding Agreement is hereby deleted in its entirety and replaced with the following:

“Following the receipt of funds comprising the Horse Improvement Payment by Ontario Racing, Ontario Racing shall distribute the full amount thereof as contemplated in the Approved Annual Business Plan. The Parties agree that Ontario Racing shall be responsible for ensuring that any funds comprising the Horse Improvement Payment are used:

- (a) to improve the quality of racehorses in Ontario;
- (b) to promote breeding and ownership of Quarterhorse, Standardbred and Thoroughbred racehorses in Ontario through purse supplements and breeder awards for Ontario-bred horses; and
- (c) to fund specific key initiatives of each of the following Industry Association Members (or the successors thereto) that support breeders’ plans, as set forth in the Approved Annual Business Plan:
 - (i) Quarter Racing Owners of Ontario Inc.;
 - (ii) Standardbred Breeders of Ontario Association Inc.; and
 - (iii) Canadian Thoroughbred Horse Society,

in each case (clauses (i), (ii) and (iii)), for so long as it (or its successor) remains an Industry Association Member representing breeders; provided that, the payment of any such funding to an Industry Association Member shall be conditional on such Industry

Association Member agreeing, in writing, with Ontario Racing that such Industry Association Member shall:

(A) on a quarterly basis (on a date specified by Ontario Racing) or as more frequently required by Ontario Racing (including at the request of OLG), provide to Ontario Racing written details of how funds comprising the Horse Improvement Payment were actually used by such Industry Association Member in furtherance of the applicable specific key initiatives from the Approved Annual Business Plan, together with reasonably detailed supporting documentation for such uses, and Ontario Racing shall thereafter provide such details to OLG; and

(B) agree to be bound by Article 8 (*Information; Audit and Inspection*) of the Agreement, *mutatis mutandis*, in respect of all funds comprising the Horse Improvement Payment and the operations of such Industry Association Member that are funded (in whole or in part) by such funds, and in the event that such Industry Association Member does not comply with such provisions, *mutatis mutandis*, such Industry Association Member shall promptly repay to Ontario Racing the full amount of funding it received from Ontario Racing on account of the Horse Improvement Payment during the applicable Funding Year.”

8. Amendment to Section 4.2 (Gaming Expansion Funds – WEG Relief)

Section 4.2 of the Funding Agreement is hereby amended as follows:

- (a) by deleting the phrase “Within 30 Business Days following the end of the second Funding Year of the Term and each Funding Year of the Term thereafter” in clause (b) and replacing it with the phrase “By no later than July 15th of each Funding Year of the Term”; and
- (b) by adding the following provisions as Sections 4.2(d), 4.2(e), 4.2(f) and 4.2(g) thereof:

“(d) Notwithstanding anything to the contrary in Section 4.2(a) or Section 4.2(c), and subject to Sections 4.2(e) and 4.2(h), for each Funding Year during the Special Payment Period, the amount of the WEG Receipts that would otherwise reduce the Racetracks Payment pursuant to Section 4.2(c)(i) shall be reduced by fifty percent (50%), provided that, in no event shall the aggregate amount of such reduction in any such Funding Year exceed the WEG Relief Cap (the funds comprising such reduction, the “**WEG Relief**”). For greater certainty:

- (i) if the amount equal to fifty percent (50%) of the WEG Receipts for any Funding Year during the Special Payment

Period exceeds the WEG Relief Cap, then the reduction to the WEG Receipts for purposes of Section 4.2(c)(i) for such Funding Year shall be deemed to be an amount equal to the WEG Relief Cap; and

(ii) the WEG Relief shall not affect the application of Sections 4.2(c)(ii), 4.2(c)(iii) or 4.2(c)(iv), which shall continue to apply based on the full amount of the WEG Receipts (without giving effect to the WEG Relief) for any applicable Funding Year during the Special Payment Period.

(e) Section 4.2(d) shall not apply unless or until:

(i) OLG has received the results of a one-time, independent financial review of WEG (the “**WEG Financial Review**”) completed by an auditor selected and retained by OLG, at OLG’s sole cost, which review shall (A) confirm WEG’s current financial position, and (B) include five (5)-year projections of WEG’s revenue, expenses and cash flow, together with supporting documentation for such projections. WEG may, at any time following the Amendment Effective Date, deliver written notice to OLG confirming that WEG has prepared the projections and supporting documentation required for the WEG Financial Review and is ready to proceed. Within sixty (60) days following receipt of such notice, OLG shall retain an auditor to complete the WEG Financial Review. WEG shall cooperate with OLG and such auditor in connection with the WEG Financial Review, including by providing all information and access reasonably requested by OLG or such auditor. The auditor shall report directly to OLG with respect to the WEG Financial Review, and OLG shall provide a copy of such report to WEG promptly following receipt thereof; and

(ii) in OLG’s reasonable determination, the results of such review do not contradict WEG’s contention that the sustainability of horse racing at WEG’s Member Racetracks reasonably requires that the WEG Relief be available to WEG.

(f) For each Funding Year during the Special Payment Period in which the WEG Relief reduces the amount of the WEG Receipts pursuant to Section 4.2(d), WEG shall deliver to OLG, within ninety (90) days following the end of such Funding Year, a written report (the “**WEG Relief Report**”) that includes (i) a reasonably detailed description of how the WEG Relief was used by WEG within such Funding Year, (ii) a summary of WEG’s purse contribution negotiations with HBPA and COSA pursuant to

Section 4.2(h)(iii) for such Funding Year, including the outcome of such negotiations and, if agreement was reached, the purse contribution levels agreed upon, and (iii) a summary of any restructuring of the racing season or reduction of annual race days at WEG's Member Racetracks during such Funding Year pursuant to Section 6.7.

(g) Without limiting Article 8, OLG shall have the right, acting reasonably, to request additional inspections and audits with respect to the WEG Relief and WEG's use thereof. Any such inspection or audit shall be conducted in a manner that does not unreasonably interfere with WEG's operations, and shall be at OLG's expense unless the inspection or audit reveals a material misuse of the WEG Relief. WEG shall cooperate with OLG and any inspectors or auditors appointed by OLG in connection with any such inspection or audit.

(h) If WEG fails to comply with any of the following conditions, OLG may, in its sole discretion, suspend or terminate the applicability of Section 4.2(d) for the applicable Funding Year and any subsequent Funding Years during the Special Payment Period, without prejudice to any other rights or remedies of OLG under the Funding Agreement:

(i) WEG shall use the WEG Relief to directly support WEG's horse racing activities;

(ii) WEG shall maintain non-management employment levels at its Member Racetracks at levels no less than those in effect as of the commencement of the Special Payment Period for the duration of the Special Payment Period and shall not undertake any material workforce restructuring below the management level at its Member Racetracks during the Special Payment Period;

(iii) WEG shall negotiate in good faith with HBPA and COSA in accordance with established industry processes with respect to its contribution to purses at its Member Racetracks for each Funding Year of the Special Payment Period, and the purse contribution levels, if agreed upon by all parties or, shall be reflected in the applicable Proposed Annual Business Plan;

(iv) WEG shall have delivered the WEG Relief Report for the immediately preceding Funding Year (if applicable); and

(v) WEG shall cooperate with OLG with respect to any additional inspection or audit requested by OLG pursuant to Section 4.2(g)."

9. Operational Flexibility – WEG Race Days

The Funding Agreement is hereby amended as follows:

- (a) by adding the following provision to Article 6, as new Section 6.7:

“WEG Race Days

WEG and Ontario Racing agree that any restructuring of the racing season or reduction of annual race days at WEG’s Member Racetracks shall be determined through good faith negotiation with HBPA and COSA. Any restructuring or reduction shall be reflected in the applicable Proposed Annual Business Plan. Notwithstanding the foregoing, a reduction in race dates of up to ten percent (10%) in the aggregate over the Special Payment Period (measured against the total number of annual race days at WEG’s Member Racetracks during the Funding Year ending March 31, 2027) shall not require the approval of OLG, provided that (a) WEG shall provide OLG with written notice of any such reduction at least thirty (30) days prior to implementing such reduction, and (b) any such reduction shall be reflected in the applicable Proposed Annual Business Plan.

- (b) Section 5.1(a) is hereby amended by adding a new clause (viii), as follows:

“(viii) any Proposed WEG Racing Restructuring.”

- (c) Section 5.1(b) is hereby deleted in its entirety and replaced with the following:

“Each Proposed Annual Business Plan will be subject to review by OLG. The elements of the Proposed Annual Business Plan that are referred to in Sections 5.1(a)(i), 5.1(a)(ii), 5.1(a)(iii), 5.1(a)(iv), 5.1(a)(vii) and 5.1(a)(viii) and those elements specified as being “Subject to OLG approval” in Schedule 5.1(a), will be subject to approval by OLG, acting reasonably, in accordance with Section 5.2.”

10. Section 13.4 (Effects of Termination)

Section 13.4(a)(i) of the Funding Agreement is hereby amended by deleting it in its entirety and replacing it with the following:

“that portion of the Annual Payment (other than the Administration Payment), if any, that OLG paid to Ontario Racing and that has not, as of the date of termination, been used to pay, or allocated to the payment of, Eligible Costs, Eligible Capital Costs, Transition Payment Eligible Costs, Operational Enhancement Eligible Costs or for a HIP Permitted Use or for a Special Payment Use that have been incurred prior to the date of termination, in each case in

accordance with the Approved Annual Business Plan and the provisions of this Agreement; and

11. Schedule 7.3 (Key Performance Indicators)

Schedule 7.3 of the Funding Agreement is hereby amended by deleting it in its entirety and replacing it with Exhibit B attached to this Fifth Amendment.

12. Schedule 7.6(a) (Quarterly Operational Reporting)

Schedule 7.6(a) of the Funding Agreement is hereby amended by deleting the phrase “15 Business Days” and replacing it with the phrase “30 Business Days”.

13. Effect of Fifth Amendment on Funding Agreement

Except as modified by this Fifth Amendment, the Funding Agreement remains unchanged and in full force and effect.

14. Publishing of Fifth Amendment

Ontario Racing, ORM and WEG acknowledge that OLG is required to publish this Fifth Amendment on its website pursuant to *Ontario Regulation 265/18: Payments to Support Live Horse Racing in Ontario*, made pursuant to the *Ontario Lottery and Gaming Corporation Act, 1999*.

15. Counterparts

This Fifth Amendment may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument.

16. Electronic Delivery

Delivery of an executed copy of this Fifth Amendment by any means of electronic communication capable of producing a copy will be deemed to be execution and delivery of this Fifth Amendment as of the date set forth on page one of this Fifth Amendment.

(The remainder of this page is intentionally left blank, signature page follows.)

IN WITNESS WHEREOF the Parties have executed this Fifth Amendment.

**ONTARIO LOTTERY AND GAMING
CORPORATION**

by (signed) *Pinder Basi*
Name: Pinder Basi
Title: Chief Financial & Operations
Officer

Name:
Title:

HORSE RACING ONTARIO

by (signed) *Andrew Gaughan*
Name: Andrew Gaughan
Title: Independent Chair

(signed) *Susan Leslie*
Name: Susan Leslie
Title: Board Member

**ONTARIO RACING MANAGEMENT
INC.**

by (signed) *Gordon Thain*
Name: Gordon Thain
Title: Executive Director

(signed) *William G. Ford*
Name: William G. Ford
Title: General Counsel

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WOODBINE ENTERTAINMENT GROUP

by (signed) *Michael Copeland*

Name: Michael Copeland

Title: CEO

(signed) *William G. Ford*

Name: William G. Ford

Title: General Counsel

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EXHIBIT A

TIMELINES FOR REVIEW AND ANALYSIS OF SPECIAL PAYMENT AND CONFIRMED VIABILITY PLAN

LTFA Year	Special Payment Year	Calendar Year	Fiscal Year	Due Dates
Year 7		April 2025 - March 2026	F2026	Viability Plan Preliminary Outline submitted within sixty (60) days following execution of the Fifth Amendment.
Year 8	1	April 2026 - March 2027	F2027	Proposed Viability Plan submitted contemporaneously with the F28 Proposed Annual Business Plan (January 31, 2027). Covering F28-F31.
Year 9	2	April 2027 - March 2028	F2028	
Year 10	3	April 2028 - March 2029	F2029	
Year 11	4	April 2029 - March 2030	F2030	Develop report that reviews, analyzes and evaluates the effectiveness and performance of the Confirmed Viability Plan (F27,F28,F29) within 150 days of the end of funding year 10 (August 31, 2029). Proposed second Viability Plan submitted contemporaneously with the F31 Proposed Annual Business Plan (January 31, 2030). This plan covers F32 up to and including F38.
Year 12	5	April 2030 - March 2031	F2031	
Year 13		April 2031 - March 2032	F2032	
Year 14		April 2032 - March 2033	F2033	
Year 15		April 2033 - March 2034	F2034	Develop report that reviews, analyzes and evaluates the effectiveness and performance of the Confirmed Viability Plan for (F30, F31,F32,F33) within 150 days of the end of funding year 14 (August 31, 2033).
Year 16		April 2034 - March 2035	F2035	

LTFA Year	Special Payment Year	Calendar Year	Fiscal Year	Due Dates
Year 17		April 2035 - March 2036	F2036	
Year 18		April 2036 - March 2037	F2037	Develop report that reviews, analyzes and evaluates the effectiveness and performance of the Confirmed Viability Plan (F34,F35,F36) within 150 days of the end of funding year 17 (August 31, 2036). Proposed final Viability Plan submitted contemporaneously with the F38 Proposed Annual Business Plan (January 31, 2037). This plan covers F38 and beyond the end of the current agreement.
Year 19		April 2037 - March 2038	F2038	

EXHIBIT B

SCHEDULE 7.3 **KEY PERFORMANCE INDICATORS**

#	Metric Name	Data Point	Precision of Reporting
1.	Wagering	Foreign on Ontario [A] (M\$)	2 decimal Places
		Ontario Wagering on Ontario [B] (M\$)	2 decimal Places
		Ontario Wagering on Foreign [C] (M\$)	2 decimal Places
		Gross Bet on Ontario Races [A] + [B] (M\$)	2 decimal Places
		HMA [B] + [C] (M\$)	2 decimal Places
2.	Total Count of Tickets Sold at Racetracks	Total Count of Tickets Sold	Whole Number
3.	Average Field Size (Starters/Race)	Total number of Starters [A]	Whole Number
		Total number of Races [B]	Whole Number
		Average Field Size [A] / [B]	2 decimal Places
4.	Gross Wagering Commissions (Revenue) to Racetracks (M\$)	Gross Commissions on live racing in HMA(A)	2 decimal Places
		Gross Commissions on simulcast racing (B)	2 decimal Places
		Remotes JV Gross Wagering Commission [C]	2 decimal Places
		Total Gross Commissions [A+B+C]	2 decimal Places
		PMTR [D] 7.4% on Live	2 decimal Places
		PMTR [D] 7.4% on Simulcast	2 decimal Places
		Breakage Revenue [E] on Live	2 decimal Places
		Breakage Revenue [E] on Simulcast	2 decimal Places
		Outstanding Ticket Revenue [F]	2 decimal Places
5.	Racetrack Capital Reinvestment Rate (%)	Total Capital Expenditures (\$) [I]	2 decimal Places
		Total Government Support to Racetracks (\$) [J]	2 decimal Places
6.	Total Other Racetrack Revenue (M\$)	Total Other Racetrack Revenue (M\$)	2 decimal Places

7.	Wager to Purse (Ratio)	Gross Bet on Ontario Races (M\$) [K]	2 decimal Places
		Purse funded from Funding Agreement (\$) [L]	2 decimal Places
		Purse funded from HIP (\$) [M]	2 decimal Places
		Purse funded from Surplus Carryover (\$) [N]	2 decimal Places
		Purse funded from Wagering Top-up (\$) [O]	2 decimal Places
		Purse funded from Other sources (\$) [P]	2 decimal Places
		Total Purse (\$) [Q] = [L]+[M]+[N]+[O]+[P]	2 decimal Places
		Wager to Purse (Ratio) [K] / [Q]	2 decimal Places
8.	Average Ontario Yearling Sales Price (\$/yearling)	Average Ontario Yearling Sales Price (\$/yearling)	For fiscal
		Average Ontario Yearling Sales Price - TB (\$/yearling)	For fiscal
		Average Ontario Yearling Sales Price - SB (\$/yearling)	For fiscal
9.	Total Number of Unique Starters (Count)	Total Number of Unique Starters (Count)	Whole Number
		Total Number of Unique Starters - TB (Count)	Whole Number
		Total Number of Unique Starters - SB (Count)	Whole Number
		Total Number of Unique Starters - QH (Count)	Whole Number
10.	Number of Registered Foals (Count)	Number of Registered Foals (Count)	Whole Number
		Number of Registered Foals - TB (Count)	Whole Number
		Number of Registered Foals - SB (Count)	Whole Number
		Number of Registered Foals - QH (Count)	Whole Number
11.	Employee Information	Total Hours Worked (PT/Seasonal & FT)	Whole Number
		Total Full-Time Head Count	Whole Number
		Total Part-Time / Seasonal Head Count	Whole Number
12.	Specific Viability Plan Measures	To be added once Confirmed Viability Plan is available. Each Specific Viability Plan Measure shall be reasonably related to an identifiable element of the Confirmed Viability Plan.	