

AGREEMENT

THIS AGREEMENT is made and entered into on January 5, 2022 ("Date"), by and between Atlantis National Bank, a Nevada Banking Corporation ("Bank"), whose office address is 2900 Financial Way, Las Vegas, Nevada 89999, and Saturn's Race and Sports Place, Inc., a Nevada Corporation ("Licensee"), whose office address is 1098 Wagering Boulevard, Las Vegas, Nevada 89888.

WITNESSETH

WHEREAS, the Licensee offers (or intends to offer) wagering accounts, and requires a reserve account, as prescribed in Nevada Gaming Commission Regulation 5.225(20), for an amount not less than the greater of \$25,000 or the sum of all patrons' funds held in the wagering accounts;

WHEREAS, the Bank is a federally insured financial institution which desires and intends to issue and deliver a Certificate of Deposit for the Licensee's reserve account,

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Upon receipt of a check in the amount of \$100,000.00 from the Licensee, the Bank shall issue a one (1) year Certificate of Deposit in the aggregate amount of \$100,000.00, payable jointly in the names and to the order of the Nevada Gaming Control Board and the Licensee.
2. The Certificate of Deposit shall be released and delivered only as prescribed in Nevada Gaming Commission Regulation 5.225(20), and more particularly as prescribed in paragraph (d) of that section which provides as follows:

"(d) The agreements described in paragraph (c) of this subsection must reasonably protect the reserve against claims of the licensee's creditors other than the patrons for whose benefit and protection the reserve is established, and must provide that:

- (1) The reserve is established and held in trust for the benefit and protection of patrons to the extent the licensee holds money in wagering accounts for such patrons;
 - (2) The reserve must not be released, in whole or in part, except to the [Nevada Gaming Control] Board on the written demand of the [Board] Chair or to the licensee on the written instruction of the Chair. The reserve must be available within 60 days of the written demand or written notice. The licensee may receive income accruing on the reserve unless the Chair instructs otherwise pursuant to paragraph (k) of this subsection;
 - (3) The licensee has no interest in or title to the reserve or income accruing on the reserve except to the extent expressly allowed in this subsection;
 - (4) Nevada law and this subsection govern the agreements and the licensee's interest in the reserve and income accruing on the reserve;
 - (5) The agreements are not effective until the Chair's approval has been obtained pursuant to paragraph (e) of this subsection; and
 - (6) The agreements may be amended only with the prior, written approval of the Chair."
3. It is a condition of this agreement that it shall be considered renewed for one year from the present or any future maturity date unless at least thirty (30) days prior to said maturity date, the Bank shall notify the Board that this agreement will not be extended for an additional period.
 4. If applicable, for each interactive gaming operation, in addition to the requirements established for wagering accounts noted above, the required reserve amount pursuant to Regulation 5A.125 is 25% of the total amount of authorized players' funds held in interactive gaming accounts, excluding those funds that are not redeemable for cash, and the full amount of any progressive jackpots related to interactive gaming.

5. If applicable, for each race book and/or sports pool, notwithstanding the requirements established for wagering accounts noted above, the required reserve amount pursuant to Regulation 22.040, is the greater of \$25,000 or the sum of the amounts held by the book for the account of patrons, amounts accepted by the book as wagers on contingencies whose outcomes have not been determined, and amounts owed but unpaid by the book on winning wagers through the period established by the book for honoring winning wagers.

In witness whereof, the parties hereto have caused this Agreement to be duly made, executed and delivered on the day and year first above written.

Atlantis National Bank, a Nevada Corporation
Bank

Saturn's Race and Sports Place, a Nevada Corporation
Licensee

Montgomery Clever
Name (Signature)

Julius Saturn
Name (Signature)

Montgomery Clever
Name (Print)

Julius Saturn
Name (Print)

Branch Manager
Title (Print)

Chief Financial Officer
Title (Print)