



## **Item 1.01. Entry into a Material Definitive Agreement.**

### *Stock Repurchase Agreement*

On November 19, 2015, Churchill Downs Incorporated (the “Company”) entered into an agreement with The Duchossois Group, Inc. (“TDG”) to repurchase 944,756 shares of the Company’s common stock, no par value (the “Common Stock”), from TDG in a private transaction at a price per share equal to \$146.13, based on the 20-day trailing average of the price of the Common Stock as reported on NASDAQ, for an aggregate purchase price of approximately \$138.1 million (the “Stock Repurchase Agreement”). The repurchase of the shares of Common Stock pursuant to the Stock Repurchase Agreement was consummated on November 19, 2015. The Stock Repurchase Agreement contains customary representations, warranties and covenants of the parties.

The foregoing description of the Stock Repurchase Agreement does not purport to be complete and is qualified in its entirety by reference to the Stock Repurchase Agreement, a copy of which is filed herewith as Exhibit 10.1 and is incorporated herein by reference.

### *Amendment to Stockholder’s Agreement*

On November 19, 2015, in connection with the Stock Repurchase Agreement, TDG and the Company entered into a first amendment (the “Amendment”) to that certain Stockholder’s Agreement, dated September 8, 2000, between Duchossois Industries, Inc. (n/k/a The Duchossois Group, Inc.) and the Company (as so amended, the “Stockholder’s Agreement”). The Amendment provides that the term of the Stockholder’s Agreement ends for most purposes when TDG no longer holds at least 5% of the then outstanding Voting Securities (as defined in the Stockholder’s Agreement) and that, for so long as TDG holds at least 5% of the then outstanding Voting Securities, it shall have the right to nominate at least one individual to serve on the Board of Directors of the Company.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the Amendment, a copy of which is filed herewith as Exhibit 10.2 and is incorporated by reference herein. The foregoing description of the Stockholder’s Agreement does not purport to be complete and is qualified in its entirety by reference to the Stockholder’s Agreement, a copy of which was previously filed as Annex C to the Proxy Statement for a Special Meeting of the Shareholders of Churchill Downs Incorporated, held September 8, 2000, and which is incorporated by reference herein.

## **Item 7.01. Regulation FD Disclosure.**

On November 19, 2015, the Company issued a press release announcing that the Company’s Board of Directors authorized the repurchase of the approximately \$138.1 million of Common Stock from TDG. A copy of the press release is furnished with this Current Report on Form 8-K and attached hereto as Exhibit 99.1.

The foregoing information in this Item 7.01 (including the exhibit hereto) is being furnished under “Item 7.01. Regulation FD Disclosure.” Such information (including the exhibit hereto) shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, except as shall be expressly set forth by specific reference in such filing.

## **Item 9.01. Financial Statements and Exhibits.**

(d)	Exhibits
10.1	Stock Repurchase Agreement, dated November 19, 2015, between Churchill Downs Incorporated and The Duchossois Group, Inc.
10.2	First Amendment to Stockholder's Agreement, dated November 19, 2015, between Churchill Downs Incorporated and The Duchossois Group, Inc.
99.1	Press Release, dated November 19, 2015, issued by Churchill Downs Incorporated.

## SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto, duly authorized.

### CHURCHILL DOWNS INCORPORATED

November 19, 2015

/s/ Alan K. Tse

By: Alan K. Tse

Title: Executive Vice President, General Counsel and Secretary

## EXHIBIT INDEX

### Exhibit No.   Description

- |      |                                                                                                                                          |
|------|------------------------------------------------------------------------------------------------------------------------------------------|
| 10.1 | Stock Repurchase Agreement, dated November 19, 2015, between Churchill Downs Incorporated and The Duchossois Group, Inc.                 |
| 10.2 | First Amendment to Stockholder's Agreement, dated November 19, 2015, between Churchill Downs Incorporated and the Duchossois Group, Inc. |
| 99.1 | Press Release, dated November 19, 2015, issued by Churchill Downs Incorporated.                                                          |

## **STOCK REPURCHASE AGREEMENT**

THIS STOCK REPURCHASE AGREEMENT (this "Agreement") is entered into as of November 19, 2015 by and between Churchill Downs Incorporated, a Kentucky corporation (the "Company"), and The Duchossois Group, Inc. (the "Selling Stockholder").

### **Recitals**

WHEREAS, the Selling Stockholder beneficially owns an aggregate of 2,944,756 shares of the Company's common stock, no par value per share ("Common Stock");

WHEREAS, the Selling Stockholder desires to sell to the Company, and the Company desires to repurchase from the Selling Stockholder, an aggregate of 944,756 shares of Common Stock (the "Shares") at a price of \$146.13 per Share (the aggregate price for the Shares, the "Purchase Price"), upon the terms and subject to the conditions set forth in this Agreement (the "Repurchase"); and

WHEREAS, in connection with the Repurchase, the Selling Stockholder and the Company have entered into an amendment, dated as of even date herewith, to that certain Stockholder's Agreement, dated as of September 8, 2000, by and between the Company and Duchossois Industries, Inc. (as so amended, the "Stockholder's Agreement").

NOW, THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

### **Agreement**

1. Repurchase.

(a) *Purchase and Sale.* At the Closing (as defined below), the Company hereby agrees to repurchase from the Selling Stockholder, and the Selling Stockholder hereby agrees to sell and deliver, or cause to be delivered, to the Company the Shares.

(b) *Closing.* Subject to the terms and conditions of this Agreement and the delivery of the deliverables contemplated by Section 1(c) of this Agreement, the closing of the sale of the Shares (the "Closing") will take place on the date hereof, via the exchange of deliverables, or such other time, date or place as shall be agreed upon by the parties.

(c) *Closing Deliveries and Actions.* At the Closing, the Selling Stockholder shall deliver, or cause to be delivered, to the Company or as instructed by the Company the stock certificate(s) representing the Shares being sold by the Selling Stockholder, accompanied by duly executed stock powers relating to such Shares, and the Company shall deliver to the Selling Stockholder by wire transfer, in accordance with written instructions to be provided by the Selling Stockholder no later than two business days prior to the Closing, immediately available funds in an amount equal to the Purchase Price.

(d) *Other Payments.* The Selling Stockholder agrees to pay all stamp, stock transfer and similar duties, if any, in connection with the Repurchase.

2. Representations of the Company. The Company represents and warrants to the Selling Stockholder that:

(a) The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Kentucky.

(b) The Company has the full power and authority to execute, deliver and carry out the terms and provisions of this Agreement and to consummate the transactions contemplated hereby, and has taken all necessary action to authorize the execution, delivery and performance of this Agreement.

(c) This Agreement has been duly and validly authorized, executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except to the extent that (i) such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect affecting creditors' rights generally and (ii) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to certain equitable defenses and to the discretion of the court before which any proceedings thereof may be brought. The execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby, have been approved by the Audit Committee of the Company's Board of Directors in accordance with the Company's policies and procedures for identifying and approving related person transactions.

(d) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not conflict with, result in the breach of any of the terms or conditions of, constitute a default under or violate, accelerate or permit the acceleration of any other similar right of any other party under, the Amended and Restated Articles of Incorporation or Amended and Restated Bylaws of the Company, any law, rule or regulation or any agreement, lease, mortgage, note, bond, indenture, license or other document or undertaking, to which the Company is a party or by which the Company or its properties may be bound, nor will such execution, delivery and consummation violate any order, writ, injunction or decree of any federal, state, local or foreign court, administrative agency or governmental or regulatory authority or body (each, an "Authority") to which the Company or any of its properties is subject, the effect of any of which, either individually or in the aggregate, would have, or reasonably be expected to have, a material adverse effect on the consolidated financial position, stockholders' equity or results of operations of the Company and its subsidiaries, taken as a whole or materially impact the Company's ability to consummate the transactions contemplated by this Agreement (a "Material Adverse Effect"); and no consent, approval, authorization, order, registration or qualification of or with any such Authority is required for the consummation by the Company of the transactions contemplated by this Agreement, except such consents, approvals, authorizations and orders as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(e) The Company acknowledges that it has not relied upon any express or implied representations or warranties of any nature made by or on behalf of the Selling Stockholder, whether or not any such representations, warranties or statements were made in writing or orally, except as expressly set forth for the benefit of the Company in this Agreement.

3. Representations of the Selling Stockholder. The Selling Stockholder represents and warrants to the Company that:

(a) The Selling Stockholder is a corporation duly organized, validly existing and in good standing under the laws of the State of Illinois.

(b) The Selling Stockholder has the full power and authority to execute, deliver and carry out the terms and provisions of this Agreement and consummate the transactions contemplated hereby, and has taken all necessary action to authorize the execution, delivery and performance of this Agreement.

(c) This Agreement has been duly and validly authorized, executed and delivered by the Selling Stockholder, and constitutes a legal, valid and binding agreement of the Selling Stockholder, enforceable against the Selling Stockholder in accordance with its terms, except to the extent that (i) such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect affecting creditors' rights generally and (ii) the remedy of specific performance

and injunctive and other forms of equitable relief may be subject to certain equitable defenses and to the discretion of the court before which any proceedings therefor may be brought.

(d) The sale of the Shares to be sold by the Selling Stockholder hereunder and the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not conflict with, result in the breach of any of the terms or conditions of, constitute a default under or violate, accelerate or permit the acceleration of any other similar right of any other party under, the articles of incorporation, bylaws or any other governing organizational document of the Selling Stockholder, any law, rule or regulation, or any agreement, lease, mortgage, note, bond, indenture, license or other document or undertaking, to which the Selling Stockholder is a party or by which the Selling Stockholder or its properties may be bound, nor will such execution, delivery and consummation violate any order, writ, injunction or decree of any Authority to which the Selling Stockholder or any of its properties is subject, the effect of any of which, either individually or in the aggregate, would affect the validity of the Shares to be sold by the Selling Stockholder or reasonably be expected to materially impact the Selling Stockholder's ability to perform its obligations under this Agreement; and no consent, approval, authorization, order, registration or qualification of or with any such Authority is required for the performance by the Selling Stockholder of its obligations under this Agreement and the consummation by the Selling Stockholder of the transactions contemplated by this Agreement in connection with the Shares to be sold by the Selling Stockholder hereunder, except such consents, approvals, authorizations and orders as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Selling Stockholder's ability to consummate the transactions contemplated by this Agreement.

(e) The Selling Stockholder has, and immediately prior to the delivery of the Shares to the Company at the Closing, the Selling Stockholder will have, valid and unencumbered title to the Shares to be sold by the Selling Stockholder hereunder at such time of delivery.

(f) The Selling Stockholder has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the proposed sale of the Shares to the Company and that it has made an independent decision to sell the Shares to the Company based on the Selling Stockholder's knowledge about the Company and its business and other information available to the Selling Stockholder, which it has determined is adequate for that purpose. The Selling Stockholder acknowledges that it has not relied upon any express or implied representations or warranties of any nature made by or on behalf of the Company, whether or not any such representations, warranties or statements were made in writing or orally, except as expressly set forth for the benefit of the Selling Stockholder in this Agreement. The Selling Stockholder has received all of the information that it considers necessary or appropriate for deciding whether to sell the Shares and has had the opportunity to ask questions and receive answers from the Company. The Selling Stockholder acknowledges that the Company and its affiliates, officers and directors may possess material non-public information not known to the Selling Stockholder regarding or relating to the Company, including, but not limited to, information concerning the business, financial condition, results of operations or prospects of the Company. The Selling Stockholder acknowledges and confirms that it is aware that future changes and developments in (i) the Company's business and financial condition and operating results, (ii) the industries in which the Company competes and (iii) overall market and economic conditions, may have a favorable impact on the value of the Common Stock after the sale by the Selling Stockholder of the Shares to the Company pursuant to terms of this Agreement. Without limiting the generality of the foregoing, except as set forth in this Agreement, the Company makes no representations with respect to the information provided to the Selling Stockholder in connection with this Agreement, the Stockholder's Agreement or the transactions contemplated herein or therein, including any current or projected financial information.

4. Publicity. Each of the Selling Stockholder and the Company agrees that it shall not, and that it shall cause its affiliates and representatives not to, (a) publish, release or file any initial press release or other public statement or announcement relating to the transactions contemplated by this Agreement (an

“Initial Press Release”) before providing a copy of such release, statement or announcement to the other, and (b) after the date hereof, publish, release or file any future press release or other public statement or announcement relating to the transactions contemplated by this Agreement that is materially inconsistent with any such Initial Press Release.

5. Notices. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given when delivered personally, mailed by certified or registered mail, return receipt requested and postage prepaid, or sent via a nationally recognized overnight courier, or sent via email (receipt of which is confirmed) to the recipient. Such notices, demands and other communications shall be sent as follows:

To the Selling Stockholder:

The Duchossois Group, Inc.  
845 Larch Avenue  
Elmhurst, Illinois 60126  
Attention: General Counsel  
Email: ereeves@duch.com

With a copy to (which shall not constitute notice):

Mayer Brown LLP  
71 S. Wacker Drive  
Chicago, Illinois 60606  
Attention: Jodi A. Simala  
Email: jsimala@mayerbrown.com

To the Company:

Churchill Downs Incorporated  
600 N. Hurstbourne Parkway, Ste. 400  
Louisville, Kentucky 40222  
Attention: General Counsel  
Email: alan.tse@kyderby.com

With a copy to (which shall not constitute notice):

Sidley Austin LLP  
One South Dearborn Street  
Chicago, Illinois 60603  
Attention: Brian J. Fahrney  
Email: bfahrney@sidley.com

or such other address or to the attention of such other person as the recipient party shall have specified by prior written notice to the sending party.

6. Miscellaneous.

(a) Survival of Representations and Warranties. All representations and warranties contained herein or made in writing by any party in connection herewith shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby until the expiration of the applicable statute of limitations.

(b) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

(c) Complete Agreement. This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Company and the Selling Stockholder with respect to the subject matter hereof.

(d) Counterparts. This Agreement may be executed by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

(e) Successors and Assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, in whole or in part, by either party without the prior written consent of the other party. Except as otherwise provided herein, this Agreement shall bind and inure to the benefit of and be enforceable by the Selling Stockholder and the Company and their respective successors and assigns.

(f) No Third Party Beneficiaries or Other Rights. This Agreement is for the sole benefit of the parties and their successors and permitted assigns and nothing herein express or implied shall give or shall be construed to confer any legal or equitable rights or remedies to any person other than the parties to this Agreement and such successors and permitted assigns.

(g) Governing Law. THIS AGREEMENT AND ANY MATTERS RELATED TO THIS TRANSACTION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAWS OF THE STATE OF NEW YORK. The Company and the Selling Stockholder each agrees that any suit or proceeding arising in respect of this Agreement will be tried exclusively in the U.S. District Court for the Southern District of New York or, if that court does not have subject matter jurisdiction, in any state court located in The City and County of New York, and the Company and the Selling Stockholder each agrees to submit to the jurisdiction of, and to venue in, such courts.

(h) Waiver of Jury Trial. The Company and the Selling Stockholder each hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

(i) Mutuality of Drafting. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of the Agreement.

(j) Remedies. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that any party may in its sole discretion apply to any court of law or equity of competent jurisdiction (without posting any bond or deposit) for specific performance or other injunctive relief in order to enforce, or prevent any violations of, the provisions of this Agreement.

(k) Amendment and Waiver. The provisions of this Agreement may be amended or waived only with the prior written consent of the Company and the Selling Stockholder.

(l) Expenses. Each of the Company and the Selling Stockholder shall bear its own expenses in connection with the drafting, negotiation, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

*[Signatures appear on following pages.]*



IN WITNESS WHEREOF, the parties hereto have executed this Stock Repurchase Agreement as of the date first written above.

**COMPANY:  
CHURCHILL DOWNS INCORPORATED**

By: /s/ William C. Carstanjen  
Name: William C. Carstanjen  
Title: Chief Executive Officer

**SELLING STOCKHOLDER:  
THE DUCHOSSOIS GROUP, INC.**

By: /s/ Eric Reeves  
Name: Eric Reeves  
Title: Vice President and General Counsel

## FIRST AMENDMENT TO STOCKHOLDER'S AGREEMENT

This FIRST AMENDMENT TO STOCKHOLDER'S AGREEMENT (this "Amendment"), is made and entered into as of November 19, 2015, by and between Churchill Downs Incorporated, a Kentucky corporation (the "Company"), and The Duchossois Group, Inc., an Illinois corporation (the "Stockholder"). Except as otherwise provided herein, all capitalized terms used in this Amendment and not defined herein shall have the meanings ascribed thereto in the Stockholder's Agreement.

WHEREAS, the Company and Duchossois Industries, Inc., an Illinois corporation, entered into that certain Stockholder's Agreement, dated as of September 8, 2000 (the "Stockholder's Agreement");

WHEREAS, the Stockholder and the Company have entered into a Stock Repurchase Agreement (the "Repurchase Agreement"), dated as of even date herewith, pursuant to which the Company is repurchasing from the Stockholder the number of Shares set forth therein, upon the terms and subject to the conditions set forth in the Repurchase Agreement; and

WHEREAS, in connection with their entry into the Repurchase Agreement, the Company and the Stockholder desire to amend the Stockholder's Agreement in certain respects, as more particularly set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, in the Stockholder's Agreement and in the Repurchase Agreement and intending to be legally bound hereby, the parties hereto agree to modify the Stockholder's Agreement as set forth below:

1. Parties to the Stockholder's Agreement. The parties acknowledge that the Stockholder is formerly known as Duchossois Industries, Inc.
2. Amendment to Section 3(a). Notwithstanding anything to the contrary set forth in Section 3(a) of the Stockholder's Agreement, the Agreement Period shall end on the date on which the Stockholder beneficially owns less than 5% of the then outstanding Voting Securities.
3. Amendment to Section 8. Notwithstanding anything to the contrary set forth in Section 8 of the Stockholder's Agreement, the Stockholder shall be permitted to have at least one designee on the Board of Directors until the date on which the Stockholder beneficially owns less than 5% of the then outstanding Voting Securities.
4. Amendment to Section 14. The notice information set forth in Section 14 shall be amended and updated as follows:

(a) If to the Stockholder, to:  
The Duchossois Group, Inc.  
845 Larch Avenue  
Elmhurst, Illinois 60126  
Attention: General Counsel  
Email: ereeves@ duch.com

(b) If to the Company, to:  
Churchill Downs Incorporated

600 N. Hurstbourne Parkway, Ste. 400  
Louisville, Kentucky 40222  
Attention: Genera Counsel  
Email: alan.tse@kyderby.com

5. Confirmation of the Stockholder's Agreement. The term "Agreement" or "Stockholder's Agreement" as used in the Stockholder's Agreement shall be deemed to refer to the Stockholder's Agreement as amended by this Amendment. Except as amended or modified hereby, all terms, covenants and conditions of the Stockholder's Agreement as heretofore in effect shall remain in full force and effect and are hereby ratified and confirmed in all respects.

6. Governing Law. This Amendment shall be deemed to be a contract made under the laws of the State of Kentucky and for all purposes shall be governed by and construed in accordance with the laws of such State applicable to contracts to be made and performed entirely within such State.

7. Counterparts. This Amendment may be executed in any number of counterparts (including by facsimile, .pdf or other electronics means) and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

8. Descriptive Headings. Descriptive headings of the several sections of this Amendment are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed, all as of the day and year first above written.

Churchill Downs Incorporated

By: /s/ William C. Carstanjen

Name: William C. Carstanjen

Title: Chief Executive Officer

The Duchossois Group, Inc.

By: /s/ Eric Reeves

Name: Eric Reeves

Title: Vice President and General Counsel

# CHURCHILL DOWNS

INCORPORATED

## FOR IMMEDIATE RELEASE

Contact: Mike Anderson

(502) 636-4492

[Mike.Anderson@kyderby.com](mailto:Mike.Anderson@kyderby.com)

## Churchill Downs Incorporated Announces Privately Negotiated Share Repurchase

**LOUISVILLE, Ky. (November 19, 2015)** - Churchill Downs Incorporated (CDI or the Company) (NASDAQ: CHDN) announced that it has repurchased 944,756 shares (the Shares) of its common stock from The Duchossois Group, Inc. (TDG) in a privately negotiated transaction. The aggregate purchase price was \$138.1 million, which represents a share price of \$146.13 based on the average of the 20-day trailing closing price for the Shares through November 18, 2015.

CDI's Board of Directors authorized the transaction under its existing \$150 million share repurchase plan that was announced on October 28, 2015. After this transaction is completed, CDI will have \$11.9 million remaining under its existing share repurchase plan. CDI repurchased the Shares using available cash and borrowings under its senior secured credit facility.

"The Duchossois family is strongly committed to Churchill Downs and we are excited to remain its largest shareholder with over 2 million shares after this transaction is completed," stated Craig Duchossois, Chief Executive Officer of TDG. "This transaction is simply a result of our family's ongoing estate planning and desire for increased diversification, particularly in light of the value to which our shareholdings in Churchill Downs has grown over time."

"We appreciate the opportunity to facilitate this transaction with the Duchossois family," stated Bill Carstanjen, CDI's Chief Executive Officer. "In addition to this being accretive to CDI's earnings per share, our company's free cash flow generation and strong balance sheet make this an opportune time for us to complete this transaction under our existing share repurchase plan. The Duchossois family has been a long-time, passionate shareholder in Churchill Downs and we look forward to continuing our relationship."

### ABOUT CHURCHILL DOWNS INCORPORATED

Churchill Downs Incorporated (CDI) (NASDAQ: CHDN), headquartered in Louisville, Ky., owns the world-renowned Churchill Downs Racetrack, home of the Kentucky Derby and Kentucky Oaks, as well as Big Fish Games, Inc., one of the world's largest producers and distributors of casual games and the country's premier online wagering company, TwinSpires.com. CDI also owns casino operations in Miami Gardens, Fla.; racetrack, casino and video poker operations in New Orleans, La.; racetrack operations in Arlington Heights, Ill.; a casino resort in Greenville, Miss.; a casino hotel in Vicksburg, Miss.; a casino in Oxford, Maine; a 50 percent owned joint venture, Miami Valley Gaming and Racing LLC, in Lebanon, Ohio; a 25 percent owned membership interest, Saratoga Casino Holdings LLC, in Saratoga Springs, New York; the totalisator company, United Tote; and a collection of racing-related telecommunications and data companies. Additional information about CDI can be found online at

[www.churchilldownsincorporated.com](http://www.churchilldownsincorporated.com).

Information set forth in this news release contains various “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. The Private Securities Litigation Reform Act of 1995 (the “Act”) provides certain “safe harbor” provisions for forward-looking statements. All forward-looking statements are made pursuant to the Act.

The reader is cautioned that such forward-looking statements are based on information available at the time and/or management’s good faith belief with respect to future events, and are subject to risks and uncertainties that could cause actual performance or results to differ materially from those expressed in the statements. Forward-looking statements speak only as of the date the statement was made. We assume no obligation to update forward-looking information to reflect actual results, changes in assumptions or changes in other factors affecting forward-looking information. Forward-looking statements are typically identified by the use of terms such as “anticipate,” “believe,” “could,” “estimate,” “expect,” “intend,” “may,” “might,” “plan,” “predict,” “project,” “seek,” “should,” “will,” and similar words, although some forward-looking statements are expressed differently.

Although we believe that the expectations reflected in such forward-looking statements are reasonable, we can give no assurance that such expectations will prove to be correct. Important factors that could cause actual results to differ materially from expectations include, among others, the following: the effect of global economic conditions, including any disruptions in the credit markets; a decrease in consumers’ discretionary income; the effect (including possible increases in the cost of doing business) resulting from future war and terrorist activities or political uncertainties; the impact of increasing insurance costs; the impact of interest rate fluctuations; our ability to maintain our credit rating; our ability to maintain favorable relationships with third-party platforms, vendors and facilitators; the inability to secure new content from third-party developers on favorable terms, keeping our games and other technology free from programming errors or flaws; the effect if smart phone and tablet usage does not continue to increase; the financial performance of our racing operations; the impact of casino competition (including lotteries, fantasy sports, online gaming and riverboat, cruise ship and land-based casinos) and other sports and entertainment options in the markets in which we operate; our ability to maintain racing and gaming licenses to conduct our businesses; the impact of live racing day competition with other Kentucky, Illinois, Louisiana, Ohio and New York racetracks within those respective markets; the impact of higher purses and other incentives in states that compete with our racetracks; costs associated with our efforts in support of alternative gaming initiatives; costs associated with customer relationship management initiatives; a substantial change in law or regulations affecting pari-mutuel or casino activities; a substantial change in allocation of live racing days; changes in Kentucky, Illinois, Louisiana, Ohio or New York law or regulations that impact revenues or costs of racing in those states; the presence of wagering and casino operations at other states’ racetracks and casinos near our operations; our continued ability to effectively compete for the country’s horses and trainers necessary to achieve full field horse races; our continued ability to grow our share of the interstate simulcast market and obtain the consents of horsemen’s groups to interstate simulcasting; our ability to enter into agreements with other industry constituents for the purchase and sale of racing content for wagering purposes; our ability to execute our acquisition strategy and to complete or successfully operate acquisitions and planned expansion projects including the effect of required payments in the event we are unable to complete acquisitions; our ability to successfully complete any divestiture transaction; market reaction to our expansion projects; the inability of our totalisator company, United Tote, to maintain its processes accurately, keep its technology current or maintain its significant customers; our accountability for environmental contamination; the ability of Big Fish Games or TwinSpires to prevent security breaches within their online technologies; the loss of key personnel; the impact of natural and other disasters on our operations and our ability to obtain insurance recoveries in respect of such losses (including losses related to business interruption); our ability to integrate any businesses we acquire into our existing operations, including our ability to maintain revenues at historic or anticipated levels and achieve anticipated cost savings; the impact of wagering laws, including changes in laws or enforcement of those laws by regulatory agencies; the outcome of pending or threatened litigation; changes in our relationships with horsemen’s groups and their memberships; our ability to reach agreement with horsemen’s groups on future purse and other agreements (including, without limitation, agreements on sharing of revenues from casinos and advance deposit wagering); the effect of claims of third parties to intellectual property rights; and the volatility of our stock price.

- END -

