

**CALIFORNIA HORSE RACING BOARD**

1010 Hurley Way, Suite 300

Sacramento, CA 95825

[www.chrb.ca.gov](http://www.chrb.ca.gov)

(916) 263-6000 Fax (916) 263-6042



## **REGULAR MEETING**

Of the **California Horse Racing Board (CHRB/Board)** will be held on **Wednesday, December 15, 2021**, commencing at **9:30 a.m. via teleconference**. The audio portion only of the California Horse Racing Board regular meeting will be available online through a link at the CHRB website ([www.chrb.ca.gov](http://www.chrb.ca.gov)) under "Webcasts."

Please be advised, in accordance with Executive Order N-29-20, the CHRB will provide a teleconference option for its upcoming public meeting, to be held on **December 15, 2021 at 9:30 a.m.** Board members and members of the public are strongly encouraged to participate using the teleconference phone number provided below so as to minimize the spread of COVID-19 and reduce the risk of infection during this current state of emergency. No physical location will be provided.

To participate in the teleconference, dial 888-392-4564 and enter 6896291# when prompted. To comment on an agenda item, press \*1 during the call to be added to the queue. If you are a member of the public and wish to listen to the meeting and not participate, we request that you please listen to the meeting via the webcast link on our website to avoid congestion and potential technical difficulties.

The agenda for the regular meeting will consist of the following matters:

### **AGENDA**

#### **Action Items:**

1. **Approval of the minutes of November 17, 2021.**
2. Discussion and action by the Board regarding the **request to modify the distribution of market access fees from Advanced Deposit Wagering for wagering conducted by Thoroughbred Associations and Racing Fairs in the Central and Southern zones** to include a distribution to the Southern California Stabling and Vanning Fund of 1.20% and to adjust the amount distributed to that Fund from brick and mortar wagering to 1.20% for 2022.
3. Discussion and action by the Board regarding the **request to continue the distribution of market access fees from Advanced Deposit for wagering conducted by Thoroughbred Associations in the Central and Southern zones** for 2022, to include distributions to Southern California Off-Track Wagering, Inc.
4. Discussion and action by the Board regarding **approval of the December 2021 through December 2022 agreement, pursuant to CHRB Rule 1581, Racing Secretary to Establish Conditions, between the Pacific Racing Association and Los Angeles Turf Club and the Thoroughbred Owners of California**, regarding entry conditions and specified drug substances or medications to be implemented by these associations for twelve months.

5. Discussion and action by the Board on the **Application for License to Conduct a Horse Racing Meeting of the Pacific Racing Association (PRAI) at Golden Gate Fields**, commencing December 22, 2021 through June 14, 2022.
6. Discussion and action by the Board on the **Application for License to Conduct a Horse Racing Meeting of the Los Angeles Turf Club (T) at Santa Anita Park Race Track**, commencing December 15, 2021 through June 21, 2022.
7. Reports
  - A. **Executive Director's Report.**
  - B. **Equine Medical Director's Report.**
8. **Public Comment:** Communications, reports, requests for future actions of the Board. **Note:** During the public comment period, a total of thirty minutes will be allowed for public comments via the teleconference line. After thirty minutes, no further comments will be accepted. Each person will be limited to two minutes.
9. **Closed Session:** For the purpose of receiving advice from counsel, considering pending litigation, reaching decisions on administrative licensing and disciplinary hearings, and personnel matters, as authorized by section 11126 of the Government Code.
  - A. The Board may convene a Closed Session to confer with and receive advice from its legal counsel regarding the pending litigation described in the attachment to this agenda captioned "Pending Litigation," and as authorized by Government Code section 11126(e).
  - B. The Board may convene a Closed Session to confer with and receive advice from its legal counsel regarding pending administrative licensing or disciplinary matters as authorized by Government Code section 11126(e).
  - C. The Board may convene a Closed Session for the purposes of considering personnel matters as authorized by Government Code section 11126(a).

Additional information regarding this meeting may be obtained from the CHRB Administrative Office, 1010 Hurley Way, Suite 300, Sacramento, CA 95825; telephone (916) 263-6000; fax (916) 263-6042. This notice is located on the CHRB website at [www.chrb.ca.gov](http://www.chrb.ca.gov). \*Information for requesting disability related accommodation for persons with a disability who require aid or services in order to participate in this public meeting, should contact Amanda Drummond. Requests will be swiftly resolved by CHRB staff.

**CALIFORNIA HORSE RACING BOARD**

Gregory L. Ferraro, DVM, Chairman  
Oscar Gonzales, Vice Chair  
Dennis Alfieri, Member  
Damascus Castellanos, Member  
Brenda Davis, Member  
Wendy Mitchell, Member  
Alex Solis, Member  
Scott Chaney, Executive Director  
Cynthia Alameda, Assistant Executive Director

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## **REVISED PENDING ADMINISTRATIVE ADJUDICATIONS DECEMBER 2021**

The Board may convene a Closed Session to confer with and receive advice from its legal counsel regarding the pending administrative licensing or disciplinary matters as authorized by Government Code section 11126(e). This shall include any matters mentioned below and/or permitted by law.

### **CASE**

*There are no pending administrative adjudications for the December 2021 Board meeting closed session.*

**CALIFORNIA HORSE RACING BOARD**

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## PENDING LITIGATION DECEMBER 2021

### COURT LITIGATION

- A. Ruis Racing, LLC v. California Horse Racing Board**  
Superior Court of California, County of Los Angeles
  
- B. Hollendorfer v. California Horse Racing Board**  
Superior Court of California, County of San Diego
  
- C. Zvi Kriple v. California Horse Racing Board**  
Superior Court of California, County of San Diego

**CALIFORNIA HORSE RACING BOARD**

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**BOARD MEETING MINUTES****Date and Time:** November 17, 2021 at 9:30 a.m.**Location:** Teleconference**Board Members Present:** Gregory Ferraro, Chairman  
Alex Solis, Member  
Dennis Alfieri, Member  
Wendy Mitchell, Member  
Demascus Castellanos, Member  
Brenda Washington Davis, Member**Staff Members Present:** Scott Chaney, Executive Director  
Cynthia Alameda, Assistant Executive Director  
Robert Brodrik, General Counsel**1. APPROVAL OF THE MINUTES OF OCTOBER 20, 2021.****Motion:** Approve.**Motioned/Seconded:** Washington Davis/Solis.**Roll call vote:** **Aye:** Alfieri, Mitchell, Solis, Washington Davis. **Nay:** None. **Motion carried.**  
Pages 3–4 in the Board transcript.**2. DISCUSSION AND ACTION BY THE BOARD REGARDING AN AMENDMENT TO THE APPLICATION FOR THE ADVANCE DEPOSIT WAGERING (ADW) PROVIDER NYRABETS, LLC, PURSUANT TO BOARD RULE 2072(I).****Motion:** Approve.**Motioned/Seconded:** Solis/Alfieri.**Roll call vote:** **Aye:** Washington Davis, Solis, Mitchell, Alfieri, Ferraro. **Nay:** None. **Motion carried.**

Pages 4–8 in the Board transcript.

**3. PRESENTATION FROM THE CALIFORNIA THOROUGHBRED TRAINERS (CTT) REGARDING A STATUS UPDATE ON THE TASKFORCE REGARDING ANIMAL SAFETY.**

Pages 8–26 in the Board transcript.

## Proceedings of the Regular Meeting of November 17, 2021

4. DISCUSSION AND ACTION BY THE BOARD ON THE **APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF WATCH AND WAGER LLC (H) AT CAL EXPO**, COMMENCING DECEMBER 22, 2021 THROUGH MAY 10, 2022.

**Motion:** Approve.

**Motioned/Seconded:** Solis/Washington Davis.

**Roll call vote:** **Aye:** Washington Davis, Solis, Alfieri, Ferraro. **Nay:** None. **Motion carried.**  
Pages 26–31 in the Board transcript.

5. DISCUSSION AND ACTION BY THE BOARD REGARDING **APPROVAL OF AN AGREEMENT, PURSUANT TO CHRB RULE 1581, RACING SECRETARY TO ESTABLISH CONDITIONS, BETWEEN LOS ALAMITOS QUARTER HORSE RACING ASSOCIATION (LAQHRA) AND THE PACIFIC QUARTER HORSE RACING ASSOCIATION (PCQHRA)**, REGARDING ENTRY CONDITIONS AND SPECIFIED DRUG SUBSTANCES OR MEDICATIONS TO BE IMPLEMENTED BY LAQHRA AT THE LOS ALAMITOS RACE COURSE.

**Motion:** Approve.

**Motioned/Seconded:** Washington Davis/Solis.

**Roll call vote:** **Aye:** Alfieri, Solis, Washington Davis, Ferraro. **Nay:** None. **Motion carried.**  
Pages 31–34 in the Board transcript.

6. DISCUSSION AND ACTION BY THE BOARD ON THE **APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE LOS ALAMITOS QUARTER HORSE RACING ASSOCIATION (LAQHRA) AT LOS ALAMITOS RACE COURSE**, COMMENCING DECEMBER 22, 2021 THROUGH DECEMBER 20, 2022.

**Motion:** Approve.

**Motioned/Seconded:** Solis/Alfieri.

**Roll call vote:** **Aye:** Washington Davis, Solis, Alfieri, Ferraro. **Nay:** None. **Motion carried.**  
Pages 35–43 in the Board transcript.

7. DISCUSSION AND ACTION BY THE BOARD REGARDING **APPROVAL OF AN AGREEMENT, PURSUANT TO CHRB RULE 1581, RACING SECRETARY TO ESTABLISH CONDITIONS, BETWEEN THE LOS ALAMITOS HORSE RACING ASSOCIATION (LARA) AND THE THOROUGHBRED OWNERS OF CALIFORNIA (TOC)**, REGARDING ENTRY CONDITIONS AND SPECIFIED DRUG SUBSTANCES OR MEDICATIONS TO BE IMPLEMENTED BY LARA AT THE LOS ALAMITOS RACETRACK.

**Motion:** Approve.

**Motioned/Seconded:** Washington Davis/Alfieri.

**Roll call vote:** **Aye:** Washington Davis, Solis, Alfieri, Ferraro. **Nay:** None. **Motion carried.**  
Pages 43–45 in the Board transcript.

**Proceedings of the Regular Meeting of November 17, 2021**

8. DISCUSSION AND ACTION BY THE BOARD ON THE **APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE LOS ALAMITOS HORSE RACING ASSOCIATION (LARA)** AT LOS ALAMITOS RACE COURSE, COMMENCING DECEMBER 1, 2021 THROUGH DECEMBER 14, 2021, INCLUSIVE.

**Motioned/Seconded:** Solis/Alfieri.

**Roll call vote:** **Aye:** Washington Davis, Solis, Alfieri, Ferraro. **Nay:** None. **Motion carried.**  
Pages 45–51 in the Board transcript.

9. DISCUSSION AND ACTION BY THE BOARD REGARDING **APPROVAL OF AN AGREEMENT, PURSUANT TO CHRB RULE 1581, RACING SECRETARY TO ESTABLISH CONDITIONS, BETWEEN THE PACIFIC RACING ASSOCIATION (PRA I AND PRA II) AND THE THOROUGHBRED OWNERS OF CALIFORNIA (TOC),** REGARDING ENTRY CONDITIONS AND SPECIFIED DRUG SUBSTANCES OR MEDICATIONS TO BE IMPLEMENTED BY PRA I AT GOLDEN GATE FIELDS.

**Motion:** N/A—Item postponed until December 2021 Board meeting.

**Motioned/Seconded:** N/A.

**Roll call vote:** **Aye:** N/A. **Nay:** N/A.

Page 2 in the Board transcript.

10. DISCUSSION AND ACTION BY THE BOARD ON THE **APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE PACIFIC RACING ASSOCIATION (PRA I) AT GOLDEN GATE FIELDS,** COMMENCING DECEMBER 22, 2021 THROUGH JUNE 14, 2022.

**Motion:** N/A—Item postponed until December 2021 Board meeting.

**Motioned/Seconded:** N/A.

**Roll call vote:** **Aye:** N/A. **Nay:** N/A.

Page 2 in the Board transcript.

11. DISCUSSION AND ACTION BY THE BOARD REGARDING **APPROVAL OF AN AGREEMENT, PURSUANT TO CHRB RULE 1581, RACING SECRETARY TO ESTABLISH CONDITIONS, BETWEEN LOS ANGELES TURF CLUB (LATC) AND THE THOROUGHBRED OWNERS OF CALIFORNIA (TOC),** REGARDING ENTRY CONDITIONS AND SPECIFIED DRUG SUBSTANCES OR MEDICATIONS TO BE IMPLEMENTED BY LATC AT THE SANTA ANITA RACETRACK.

**Motion:** N/A—Item postponed until December 2021 Board meeting.

**Motioned/Seconded:** N/A.

**Roll call vote:** **Aye:** N/A. **Nay:** N/A.

Page 2 in the Board transcript.

**Proceedings of the Regular Meeting of November 17, 2021**

- 12. DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE LOS ANGELES TURF CLUB (T) AT SANTA ANITA PARK RACE TRACK, COMMENCING DECEMBER 15, 2021 THROUGH JUNE 21, 2022.**

**Motion:** N/A—Item postponed till December 2021 Board meeting

**Motioned/Seconded:** N/A

**Roll call vote: Aye:** N/A. **Nay:** N/A.

Page 2 in the Board transcript.

**13. REPORTS.**

**A. EXECUTIVE DIRECTOR'S REPORT**

Pages 51–59 in the Board transcript.

**B. EQUINE MEDICAL DIRECTOR'S REPORT.**

Pages 54–56, 58–59 in the Board transcript.

**14. PUBLIC COMMENT.**

Pages 59–78 in the Board transcript.

**MEETING ADJOURNED AT 11:21 A.M.**

**Proceedings of the Regular Meeting of November 17, 2021**

A full and complete transcript of the aforesaid proceedings are on file at the office of the California Horse Racing Board, 1010 Hurley Way, Suite 300, Sacramento, California, and therefore made a part hereof.

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Chairman

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Executive Director

STAFF ANALYSIS

DISCUSSION AND ACTION BY THE BOARD REGARDING THE REQUEST TO MODIFY THE DISTRIBUTION OF MARKET ACCESS FEES FROM ADVANCED DEPOSIT WAGERING FOR WAGERING CONDUCTED BY THOROUGHBRED ASSOCIATIONS AND RACING FAIRS IN THE CENTRAL AND SOUTHERN ZONES TO INCLUDE A DISTRIBUTION TO THE SOUTHERN CALIFORNIA STABLING AND VANNING FUND OF 1.20% AND TO ADJUST THE AMOUNT DISTRIBUTED TO THAT FUND FROM BRICK AND MORTAR WAGERING TO 1.20% FOR 2022

Regular Board Meeting

December 15, 2021

ISSUE:

In 2020, the brick and mortar distribution percentages for the Southern California Stabling and Vanning Fund was 2%. As a result of the pandemic, brick and mortar simulcast handle declines and the resulting funding was insufficient to cover the expenses incurred by Stabling and Vanning. At the December 2020 regular California Horse Racing Board (Board) meeting, the Board approved for the distributions to the Stabling and Vanning Fund that utilize the same percentages of handle from both brick and mortar and California simulcast for Advance Deposit Wagering (ADW) handle by 0.9%.

BACKGROUND:

At the January 24, 2019 Regular Board meeting, the Board retroactively approved an agreement between the TOC, Del Mar Thoroughbred Club, Fairplex, Los Alamitos, Santa Anita, and the California Thoroughbred Breeders Association, to modify the ADW market access fees distribution by 0.50 percent on races hosted by Central and Southern Zones, thoroughbred associations and fairs for the period of January 1, 2019 through December 31, 2019. The parties stated that the funds generated would be used to offset stabling and vanning expenses incurred by the Fund, which is administered by the Southern California Off-Track Stabling and Vanning Committee.

ANALYSIS:

Business and Professions Code (BPC) [section 19604\(f\)\(5\)\(E\)](#) provides that notwithstanding any provision of this section to the contrary, the distribution of market access fees pursuant to this subparagraph may be altered upon the approval of the Board, in accordance with an agreement signed by all parties whose distribution would be affected.

RECOMMENDATION:

Staff recommends the Board hear from the TOC and racing associations.

2022 Southern California Stabling and Vanning Funding Agreement

This Agreement is entered into as of this 27th day of November, 2021 by and between the undersigned racing associations ("the Signatory Racing Associations") the Thoroughbred Owners of California ("TOC") and the California Thoroughbred Breeders Association ("CTBA").

IT IS HEREBY AGREED AS FOLLOWS:

1. The distribution of Market Access fees from Advanced Deposit Wagering, ("ADW") placed on all live and imported races hosted by the Signatory Racing Associations shall be altered by the creation of an additional deduction for a distribution therefrom based upon 1.20% of handle in the Central and Southern Zones that would otherwise be payable as thoroughbred purses and commissions, and such deduction from ADW in the Central and Southern Zones shall be payable to the Fund administered by Southern California Stabling and Vanning Committee.
2. The parties shall immediately file this Agreement with the CHRB for the purposes of securing its approval of the deduction contemplated from market access fees placed on races hosted by the Signatory Racing Associations.
3. Subject to the requisite approval of the CHRB, the deduction from ADW set forth in #1 above shall be effective January 1, 2022 through December 31, 2022.
4. Notwithstanding the distributions from the ADW Deduction set forth hereinabove, the distribution to the Incentive fund administered by the CTBA shall be calculated at the rate of 0.463% of ADW handle in California on races hosted by the Signatory Racing Associations.
5. The Signatory Racing Associations and TOC agree to jointly continue to work toward improving the productivity and efficiency of auxiliary stabling in the Central and Southern zones.

Thoroughbred Owners of California



By: \_\_\_\_\_

Los Alamitos Racing Association

By: \_\_\_\_\_

Del Mar Thoroughbred Club

By: \_\_\_\_\_

Los Angeles Turf Club

By: \_\_\_\_\_

Los Angeles County Fair

By: \_\_\_\_\_

California Thoroughbred Breeders Association

By: \_\_\_\_\_

2022 Southern California Stabling and Vanning Funding Agreement

This Agreement is entered into as of this 27<sup>th</sup> day of November, 2021 by and between the undersigned racing associations ("the Signatory Racing Associations") the Thoroughbred Owners of California ("TOC") and the California Thoroughbred Breeders Association ("CTBA").

IT IS HEREBY AGREED AS FOLLOWS:

1. The distribution of Market Access fees from Advanced Deposit Wagering, ("ADW") placed on all live and imported races hosted by the Signatory Racing Associations shall be altered by the creation of an additional deduction for a distribution therefrom based upon 1.20% of handle in the Central and Southern Zones that would otherwise be payable as thoroughbred purses and commissions, and such deduction from ADW in the Central and Southern Zones shall be payable to the Fund administered by Southern California Stabling and Vanning Committee.
2. The parties shall immediately file this Agreement with the CHRB for the purposes of securing its approval of the deduction contemplated from market access fees placed on races hosted by the Signatory Racing Associations.
3. Subject to the requisite approval of the CHRB, the deduction from ADW set forth in #1 above shall be effective January 1, 2022 through December 31, 2022.
4. Notwithstanding the distributions from the ADW Deduction set forth hereinabove, the distribution to the Incentive fund administered by the CTBA shall be calculated at the rate of 0.463% of ADW handle in California on races hosted by the Signatory Racing Associations.
5. The Signatory Racing Associations and TOC agree to jointly continue to work toward improving the productivity and efficiency of auxiliary stabling in the Central and Southern zones.

Thoroughbred Owners of California

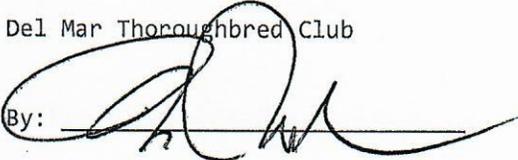
Los Alamitos Racing Association

By: \_\_\_\_\_

By: \_\_\_\_\_

Del Mar Thoroughbred Club

Los Angeles Turf Club

By:  \_\_\_\_\_

By: \_\_\_\_\_

Los Angeles County Fair

California Thoroughbred Breeders Association

By: \_\_\_\_\_

By: \_\_\_\_\_

**2022 Southern California Stabling and Vanning Funding Agreement**

This Agreement is entered into as of this 30 day of November, 2021 by and between the undersigned racing associations ("the Signatory Racing Associations") the Thoroughbred Owners of California ("TOC") and the California Thoroughbred Breeders Association ("CTBA").

IT IS HEREBY AGREED AS FOLLOWS:

1. The distribution of Market Access fees from Advanced Deposit Wagering, ("ADW") placed on all live and imported races hosted by the Signatory Racing Associations shall be altered by the creation of an additional deduction for a distribution therefrom based upon 1.20% of handle in the Central and Southern Zones that would otherwise be payable as thoroughbred purses and commissions, and such deduction from ADW in the Central and Southern Zones shall be payable to the Fund administered by Southern California Stabling and Vanning Committee.
2. The parties shall immediately file this Agreement with the CHRB for the purposes of securing its approval of the deduction contemplated from market access fees placed on races hosted by the Signatory Racing Associations.
3. Subject to the requisite approval of the CHRB, the deduction from ADW set forth in #1 above shall be effective January 1, 2022 through December 31, 2022.
4. Notwithstanding the distributions from the ADW Deduction set forth hereinabove, the distribution to the Incentive fund administered by the CTBA shall be calculated at the rate of 0.463% of ADW handle in California on races hosted by the Signatory Racing Associations.
5. The Signatory Racing Associations and TOC agree to jointly continue to work toward improving the productivity and efficiency of auxiliary stabling in the Central and Southern zones.

Thoroughbred Owners of California

By: \_\_\_\_\_

Del Mar Thoroughbred Club

By: \_\_\_\_\_

Los Angeles County Fair

By: \_\_\_\_\_

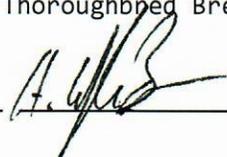
Los Alamitos Racing Association

By: \_\_\_\_\_

Los Angeles Turf Club

By: \_\_\_\_\_

California Thoroughbred Breeders Association

By: \_\_\_\_\_ 

2022 Southern California Stabling and Vanning Funding Agreement

This Agreement is entered into as of this 29<sup>th</sup> day of November, 2021 by and between the undersigned racing associations ("the Signatory Racing Associations") the Thoroughbred Owners of California ("TOC") and the California Thoroughbred Breeders Association ("CTBA").

IT IS HEREBY AGREED AS FOLLOWS:

1. The distribution of Market Access fees from Advanced Deposit Wagering, ("ADW") placed on all live and imported races hosted by the Signatory Racing Associations shall be altered by the creation of an additional deduction for a distribution therefrom based upon 1.20% of handle in the Central and Southern Zones that would otherwise be payable as thoroughbred purses and commissions, and such deduction from ADW in the Central and Southern Zones shall be payable to the Fund administered by Southern California Stabling and Vanning Committee.
2. The parties shall immediately file this Agreement with the CHRB for the purposes of securing its approval of the deduction contemplated from market access fees placed on races hosted by the Signatory Racing Associations.
3. Subject to the requisite approval of the CHRB, the deduction from ADW set forth in #1 above shall be effective January 1, 2022 through December 31, 2022.
4. Notwithstanding the distributions from the ADW Deduction set forth hereinabove, the distribution to the Incentive fund administered by the CTBA shall be calculated at the rate of 0.463% of ADW handle in California on races hosted by the Signatory Racing Associations.
5. The Signatory Racing Associations and TOC agree to jointly continue to work toward improving the productivity and efficiency of auxiliary stabling in the Central and Southern zones.

Thoroughbred Owners of California

Los Alamitos Racing Association

By: \_\_\_\_\_

By: \_\_\_\_\_

Del Mar Thoroughbred Club

Los Angeles Turf Club

By: \_\_\_\_\_

By: Rebecca Mermel, CFO

Los Angeles County Fair

California Thoroughbred Breeders Association

By: \_\_\_\_\_

By: \_\_\_\_\_

2022 Southern California Stabling and Vanning Funding Agreement

This Agreement is entered into as of this 30th day of November, 2021 by and between the undersigned racing associations ("the Signatory Racing Associations") the Thoroughbred Owners of California ("TOC") and the California Thoroughbred Breeders Association ("CTBA").

IT IS HEREBY AGREED AS FOLLOWS:

1. The distribution of Market Access fees from Advanced Deposit Wagering, ("ADW") placed on all live and imported races hosted by the Signatory Racing Associations shall be altered by the creation of an additional deduction for a distribution therefrom based upon 1.20% of handle in the Central and Southern Zones that would otherwise be payable as thoroughbred purses and commissions, and such deduction from ADW in the Central and Southern Zones shall be payable to the Fund administered by Southern California Stabling and Vanning Committee.
2. The parties shall immediately file this Agreement with the CHRB for the purposes of securing its approval of the deduction contemplated from market access fees placed on races hosted by the Signatory Racing Associations.
3. Subject to the requisite approval of the CHRB, the deduction from ADW set forth in #1 above shall be effective January 1, 2022 through December 31, 2022.
4. Notwithstanding the distributions from the ADW Deduction set forth hereinabove, the distribution to the Incentive fund administered by the CTBA shall be calculated at the rate of 0.463% of ADW handle in California on races hosted by the Signatory Racing Associations.
5. The Signatory Racing Associations and TOC agree to jointly continue to work toward improving the productivity and efficiency of auxiliary stabling in the Central and Southern zones.

Thoroughbred Owners of California

Los Alamitos Racing Association

By: \_\_\_\_\_

By: Jack Lieber

Del Mar Thoroughbred Club

Los Angeles Turf Club

By: \_\_\_\_\_

By: \_\_\_\_\_

Los Angeles County Fair

California Thoroughbred Breeders Association

By: Jack Lieber

By: \_\_\_\_\_

STAFF ANALYSIS  
DISCUSSION AND ACTION BY THE BOARD REGARDING THE REQUEST TO CONTINUE  
THE DISTRIBUTION OF MARKET ACCESS FEES FROM ADVANCED DEPOSIT FOR  
WAGERING CONDUCTED BY THOROUGHBRED ASSOCIATIONS IN THE CENTRAL AND  
SOUTHERN ZONES FOR 2022, TO INCLUDE DISTRIBUTIONS TO SOUTHERN  
CALIFORNIA OFF-TRACK WAGERING, INC.

Regular Board Meeting  
December 15, 2021

ISSUE:

Southern California Off Track Wagering, Inc. (SCOTWINC) is requesting approval of an agreement under [Business and Professions Code \(BPC\) section 19604\(f\)\(5\)\(E\)](#) for calendar year 2022 which will continue the modification of market access fee distributions from advance deposit wagering (ADW) wagers placed in the Central and Southern zones on races hosted by the signatory host tracks. The parties to the agreement include Thoroughbred Owners of California (TOC), California Thoroughbred Breeders Association (CTBA), and all Southern California thoroughbred host tracks scheduled to conduct racing in 2022. SCOTWINC provides that any funding in excess of simulcast costs would be split between track and purse commissions.

ANALYSIS:

In December 2018, the Board approved an ADW Expense Fund Agreement covering calendar year 2019 which provided for a distribution to SCOTWINC from market access fees in the amount of 2.9% of Southern California ADW wagering for meets hosted by Del Mar Thoroughbred Club and Los Alamitos Racing Association, and 2.0% for meets hosted by Los Angeles Turf Club. The parties to the agreement, which include TOC, CTBA and all Southern California thoroughbred host tracks, now seek approval for a 2022 agreement.

BACKGROUND:

Business and Professions Code section 19604(f)(5)(E) provides that notwithstanding any provision of this section to the contrary, the distribution of market access fees pursuant to this subparagraph may be altered upon the approval of the Board, in accordance with an agreement signed by all parties whose distributions would be affected.

RECOMMENDATION:

This item is presented for Board discussion and action. Staff recommends the Board hear from a SCOTWINC representative.

2022 Expense Fund Agreement

This Agreement is entered into as of this 27th day of November, 2021 by and between the undersigned racing associations ("the Signatory Racing Associations") the Thoroughbred Owners of California ("TOC") and the California Thoroughbred Breeders Association ("CTBA").

IT IS HEREBY AGREED AS FOLLOWS:

1. The distribution of Market Access fees from Advanced Deposit Wagering, ("ADW") placed on all live and imported races hosted by the Signatory Racing Associations shall be altered by the creation of an additional deduction for a distribution therefrom based upon a percentage of handle in the Central and Southern Zones that would otherwise be payable as thoroughbred purses and commissions, and such deduction from ADW in the Central and Southern Zones shall be payable to SCOTWINC. The percentage applicable to Thoroughbred meets conducted by the Del Mar Thoroughbred Club and Los Alamitos Racing Association shall be 2.40%, the percentage applicable to the Autumn meet conducted by the Los Angeles Turf Club shall be 2.00%, and the percentage applicable to the Winter/Spring meet conducted by the Los Angeles Turf Club shall be 1.70%.
2. The parties shall immediately file this Agreement with the CHRB for the purposes of securing its approval of the deduction contemplated from market access fees placed on races hosted by the Signatory Racing Associations.
3. Subject to the requisite approval of the CHRB, the deduction from ADW set forth in #1 above shall be effective January 1, 2022 through December 31, 2022.
4. For purposes of matching the applicable revenue and expenses of SCOTWINC, the Summer and Fall Thoroughbred meets of Los Alamitos shall be considered a single meet, as shall be the case with respect to the Summer and Fall meets of Del Mar and the Fall and Winter meets of Santa Anita.
5. Notwithstanding the distributions from the ADW Deduction set forth hereinabove, the distribution to the Incentive fund administered by the CTBA shall be calculated at the rate of 0.463% of ADW handle in California on races hosted by the Signatory Racing Associations. In addition to the distributions set forth above, there shall be a distribution from the ADW Deduction in order to pay administrative expenses that would otherwise have been distributed to TOC, CTT, and the Backstretch Workers Pension Plan.
6. The Signatory Racing Associations and TOC agree to jointly continue to work toward improving the productivity and efficiency of the off-track satellites and SCOTWINC.

Thoroughbred Owners of California

Los Alamitos Racing Association



By: \_\_\_\_\_

By: \_\_\_\_\_

Del Mar Thoroughbred Club

Los Angeles Turf Club

By: \_\_\_\_\_

By: \_\_\_\_\_

California Thoroughbred Breeders Association

By: \_\_\_\_\_

2022 Expense Fund Agreement

This Agreement is entered into as of this 27<sup>th</sup> day of November, 2021 by and between the undersigned racing associations ("the Signatory Racing Associations") the Thoroughbred Owners of California ("TOC") and the California Thoroughbred Breeders Association ("CTBA").

IT IS HEREBY AGREED AS FOLLOWS:

1. The distribution of Market Access fees from Advanced Deposit Wagering, ("ADW") placed on all live and imported races hosted by the Signatory Racing Associations shall be altered by the creation of an additional deduction for a distribution therefrom based upon a percentage of handle in the Central and Southern Zones that would otherwise be payable as thoroughbred purses and commissions, and such deduction from ADW in the Central and Southern Zones shall be payable to SCOTWINC. The percentage applicable to Thoroughbred meets conducted by the Del Mar Thoroughbred Club and Los Alamitos Racing Association shall be 2.40%, the percentage applicable to the Autumn meet conducted by the Los Angeles Turf Club shall be 2.00%, and the percentage applicable to the Winter/Spring meet conducted by the Los Angeles Turf Club shall be 1.70%.
2. The parties shall immediately file this Agreement with the CHRB for the purposes of securing its approval of the deduction contemplated from market access fees placed on races hosted by the Signatory Racing Associations.
3. Subject to the requisite approval of the CHRB, the deduction from ADW set forth in #1 above shall be effective January 1, 2022 through December 31, 2022.
4. For purposes of matching the applicable revenue and expenses of SCOTWINC, the Summer and Fall Thoroughbred meets of Los Alamitos shall be considered a single meet, as shall be the case with respect to the Summer and Fall meets of Del Mar and the Fall and Winter meets of Santa Anita.
5. Notwithstanding the distributions from the ADW Deduction set forth hereinabove, the distribution to the Incentive fund administered by the CTBA shall be calculated at the rate of 0.463% of ADW handle in California on races hosted by the Signatory Racing Associations. In addition to the distributions set forth above, there shall be a distribution from the ADW Deduction in order to pay administrative expenses that would otherwise have been distributed to TOC, CTT, and the Backstretch Workers Pension Plan.
6. The Signatory Racing Associations and TOC agree to jointly continue to work toward improving the productivity and efficiency of the off-track satellites and SCOTWINC.

Thoroughbred Owners of California

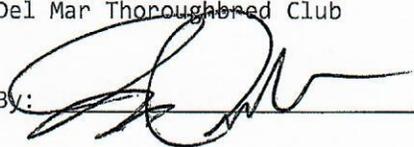
Los Alamitos Racing Association

By: \_\_\_\_\_

By: \_\_\_\_\_

Del Mar Thoroughbred Club

Los Angeles Turf Club

By:  \_\_\_\_\_

By: \_\_\_\_\_

California Thoroughbred Breeders Association

By: \_\_\_\_\_

2022 Expense Fund Agreement

This Agreement is entered into as of this 30 day of November, 2021 by and between the undersigned racing associations ("the Signatory Racing Associations") the Thoroughbred Owners of California ("TOC") and the California Thoroughbred Breeders Association ("CTBA").

IT IS HEREBY AGREED AS FOLLOWS:

1. The distribution of Market Access fees from Advanced Deposit Wagering, ("ADW") placed on all live and imported races hosted by the Signatory Racing Associations shall be altered by the creation of an additional deduction for a distribution therefrom based upon a percentage of handle in the Central and Southern Zones that would otherwise be payable as thoroughbred purses and commissions, and such deduction from ADW in the Central and Southern Zones shall be payable to SCOTWINC. The percentage applicable to Thoroughbred meets conducted by the Del Mar Thoroughbred Club and Los Alamitos Racing Association shall be 2.40%, the percentage applicable to the Autumn meet conducted by the Los Angeles Turf Club shall be 2.00%, and the percentage applicable to the Winter/Spring meet conducted by the Los Angeles Turf Club shall be 1.70%.
2. The parties shall immediately file this Agreement with the CHRB for the purposes of securing its approval of the deduction contemplated from market access fees placed on races hosted by the Signatory Racing Associations.
3. Subject to the requisite approval of the CHRB, the deduction from ADW set forth in #1 above shall be effective January 1, 2022 through December 31, 2022.
4. For purposes of matching the applicable revenue and expenses of SCOTWINC, the Summer and Fall Thoroughbred meets of Los Alamitos shall be considered a single meet, as shall be the case with respect to the Summer and Fall meets of Del Mar and the Fall and Winter meets of Santa Anita.
5. Notwithstanding the distributions from the ADW Deduction set forth hereinabove, the distribution to the Incentive fund administered by the CTBA shall be calculated at the rate of 0.463% of ADW handle in California on races hosted by the Signatory Racing Associations. In addition to the distributions set forth above, there shall be a distribution from the ADW Deduction in order to pay administrative expenses that would otherwise have been distributed to TOC, CTT, and the Backstretch Workers Pension Plan.
6. The Signatory Racing Associations and TOC agree to jointly continue to work toward improving the productivity and efficiency of the off-track satellites and SCOTWINC.

Thoroughbred Owners of California

Los Alamitos Racing Association

By: \_\_\_\_\_

By: \_\_\_\_\_

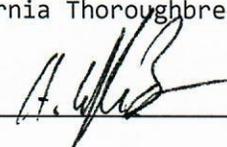
Del Mar Thoroughbred Club

Los Angeles Turf Club

By: \_\_\_\_\_

By: \_\_\_\_\_

California Thoroughbred Breeders Association

By:  \_\_\_\_\_

2022 Expense Fund Agreement

This Agreement is entered into as of this 30<sup>th</sup> day of November, 2021 by and between the undersigned racing associations ("the Signatory Racing Associations") the Thoroughbred Owners of California ("TOC") and the California Thoroughbred Breeders Association ("CTBA").

IT IS HEREBY AGREED AS FOLLOWS:

1. The distribution of Market Access fees from Advanced Deposit Wagering, ("ADW") placed on all live and imported races hosted by the Signatory Racing Associations shall be altered by the creation of an additional deduction for a distribution therefrom based upon a percentage of handle in the Central and Southern Zones that would otherwise be payable as thoroughbred purses and commissions, and such deduction from ADW in the Central and Southern Zones shall be payable to SCOTWINC. The percentage applicable to Thoroughbred meets conducted by the Del Mar Thoroughbred Club and Los Alamitos Racing Association shall be 2.40%, the percentage applicable to the Autumn meet conducted by the Los Angeles Turf Club shall be 2.00%, and the percentage applicable to the Winter/Spring meet conducted by the Los Angeles Turf Club shall be 1.70%.
2. The parties shall immediately file this Agreement with the CHRB for the purposes of securing its approval of the deduction contemplated from market access fees placed on races hosted by the Signatory Racing Associations.
3. Subject to the requisite approval of the CHRB, the deduction from ADW set forth in #1 above shall be effective January 1, 2022 through December 31, 2022.
4. For purposes of matching the applicable revenue and expenses of SCOTWINC, the Summer and Fall Thoroughbred meets of Los Alamitos shall be considered a single meet, as shall be the case with respect to the Summer and Fall meets of Del Mar and the Fall and Winter meets of Santa Anita.
5. Notwithstanding the distributions from the ADW Deduction set forth hereinabove, the distribution to the Incentive fund administered by the CTBA shall be calculated at the rate of 0.463% of ADW handle in California on races hosted by the Signatory Racing Associations. In addition to the distributions set forth above, there shall be a distribution from the ADW Deduction in order to pay administrative expenses that would otherwise have been distributed to TOC, CTT, and the Backstretch Workers Pension Plan.
6. The Signatory Racing Associations and TOC agree to jointly continue to work toward improving the productivity and efficiency of the off-track satellites and SCOTWINC.

Thoroughbred Owners of California

Los Alamitos Racing Association

By: \_\_\_\_\_

By: J. Jack Lieberman

Del Mar Thoroughbred Club

Los Angeles Turf Club

By: \_\_\_\_\_

By: \_\_\_\_\_

California Thoroughbred Breeders Association

By: \_\_\_\_\_

2022 Expense Fund Agreement

This Agreement is entered into as of this 29<sup>th</sup> day of November, 2021 by and between the undersigned racing associations ("the Signatory Racing Associations") the Thoroughbred Owners of California ("TOC") and the California Thoroughbred Breeders Association ("CTBA").

IT IS HEREBY AGREED AS FOLLOWS:

1. The distribution of Market Access fees from Advanced Deposit Wagering, ("ADW") placed on all live and imported races hosted by the Signatory Racing Associations shall be altered by the creation of an additional deduction for a distribution therefrom based upon a percentage of handle in the Central and Southern Zones that would otherwise be payable as thoroughbred purses and commissions, and such deduction from ADW in the Central and Southern Zones shall be payable to SCOTWINC. The percentage applicable to Thoroughbred meets conducted by the Del Mar Thoroughbred Club and Los Alamitos Racing Association shall be 2.40%, the percentage applicable to the Autumn meet conducted by the Los Angeles Turf Club shall be 2.00%, and the percentage applicable to the Winter/Spring meet conducted by the Los Angeles Turf Club shall be 1.70%.
2. The parties shall immediately file this Agreement with the CHRB for the purposes of securing its approval of the deduction contemplated from market access fees placed on races hosted by the Signatory Racing Associations.
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5. Notwithstanding the distributions from the ADW Deduction set forth hereinabove, the distribution to the Incentive fund administered by the CTBA shall be calculated at the rate of 0.463% of ADW handle in California on races hosted by the Signatory Racing Associations. In addition to the distributions set forth above, there shall be a distribution from the ADW Deduction in order to pay administrative expenses that would otherwise have been distributed to TOC, CTT, and the Backstretch Workers Pension Plan.
6. The Signatory Racing Associations and TOC agree to jointly continue to work toward improving the productivity and efficiency of the off-track satellites and SCOTWINC.

Thoroughbred Owners of California

Los Alamitos Racing Association

By: \_\_\_\_\_

By: \_\_\_\_\_

Del Mar Thoroughbred Club

Los Angeles Turf Club

By: \_\_\_\_\_

By: Abner Alvarado, CFO

California Thoroughbred Breeders Association

By: \_\_\_\_\_

STAFF ANALYSIS  
DISCUSSION AND ACTION BY THE BOARD REGARDING APPROVAL OF THE  
DECEMBER 2021 THROUGH DECEMBER 2022 AGREEMENT, PURSUANT TO  
CHRB RULE 1581, RACING SECRETARY TO ESTABLISH CONDITIONS,  
BETWEEN THE PACIFIC RACING ASSOCIATION AND LOS ANGELES TURF CLUB  
AND THE THOROUGHBRED OWNERS OF CALIFORNIA, REGARDING ENTRY  
CONDITIONS AND SPECIFIED DRUG SUBSTANCES OR MEDICATIONS TO BE  
IMPLEMENTED BY THESE ASSOCIATIONS FOR TWELVE MONTHS

Regular Board Meeting  
December 15, 2021

ISSUE:

California Horse Racing Board (Board) [Rule 1581, Racing Secretary to Establish Conditions](#), allows the racing secretary to establish the conditions for any race run during the race meeting. In instances where the racing secretary wishes to set a condition based on a participating horse's use or non-use of a drug substance or medication, or the presence or lack of presence of a drug substance or medication, the association must first obtain approval from the horseman's organization and the Board. Beginning in March 2019, all racing associations in California have come to the Board seeking approval of agreements with the respective horseman's organizations involving the mandatory stand down for intra articular injections.

BACKGROUND:

[Business and Professions Code \(BPC\) section 19440](#) provides that the Board shall have all powers necessary and proper to enable it to carry out fully and effectually the purposes of the Horse Racing Law. Responsibilities of the Board shall include, but not be limited to, adopting rules and regulations for the protection of the public and the control of horse racing and pari-mutuel wagering. [BPC section 19590](#) states the Board shall adopt rules governing, permitting, and regulating wagering on horse races under the system known as the pari-mutuel method of wagering. [BPC section 19562](#) provides that the Board may prescribe rules, regulations and conditions, consistent with the provisions of this chapter, under which all horse races with wagering on their results shall be conducted in California.

ANALYSIS:

The ability to set conditions on a race is governed by Board Rule 1581. Rule 1581 states:

The racing secretary may establish the conditions for any race, the allowances or handicaps to be established or specific races, the procedures for the

acceptance of entries and declarations, and such other conditions as are necessary to provide and conduct the association's race meeting. Any conditions that are based on a participating horse's use or non-use of a drug substance or medication, or the presence or lack of presence of a drug substance or medication in a biological test sample taken from a participating horse, shall be agreed to in advance in writing by the acknowledged horsemen's organization, which, in the case of Thoroughbreds, shall be the owner's organization, and approved by the Board before entries are taken for the race. If such conditions are based on the results of a biological test sample other than an official test sample collected by the CHRB, a description of the testing methods and procedures the racing association or fair will use to collect and analyze the biological test samples shall be submitted to the Board for approval. For purposes of this section "biological test sample" refers to any biological sample, including but not limited to, blood, urine, hair, tissue, or saliva, that is taken from a horse.

Pursuant to Board Rule 1581, any condition involving medication must be agreed to by the horsemen's organizations. Additionally, any agreement must be approved by the Board before entries are taken. Here, the Los Angeles Turf Club (LATC) at Santa Anita and the Pacific Racing Association (PRA) at Golden Gate Fields have entered into an agreement with the Thoroughbred Owners of California (TOC) to prohibit a horse from entering a stakes race conducted with any race-day medication, including furosemide.

RECOMMENDATION:

This item is presented for Board discussion and action.

## Race Day Medication Agreement

This Race Day Medication Agreement (this “Agreement”) is entered into effective as of December 26, 2021 (the “Effective Date”) by and between the Thoroughbred Owners of California (“TOC”); Los Angeles Turf Club, Incorporated and Los Angeles Turf Club II, Inc. (jointly “LATC”); and Pacific Racing Association and Pacific Racing Association II (jointly “PRA”).

### Recitals

- A. LATC operates race meets at Santa Anita Park.
- B. PRA operates race meets at Golden Gate Fields.
- C. LATC and PRA shall each be a “Racing Association.”

### Agreement

With reference to the foregoing Recitals, which are incorporated herein by reference, and in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, TOC, LATC, and PRA (each a “Party”, and collectively, the “Parties”) hereby agree as follows:

1. Stakes Races. No horse, of any age, shall be permitted to race in a “Stakes Race” conducted by any of the Racing Associations from the Effective Date through December 25, 2022 with any race-day medication, which includes, without limitation, the use of furosemide (e.g. Lasix). A “Stakes Race” shall include all graded stakes races, listed stakes races, overnight stakes races, state-bred stakes races, and restricted stakes races.
2. CHRB Approval. The Parties shall file this Agreement with the CHRB and shall publicly support and advocate for the CHRB’s approval of this Agreement.

[Signatures follow]

The Parties have executed this Agreement as of the date first written above.

Thoroughbred Owners of California

*Greg Avioli*

By: \_\_\_\_\_

Name: Greg Avioli

Title: President & CEO

Los Angeles Turf Club, Incorporated

Los Angeles Turf Club II, Inc.

By: *Eric Sindler*

By: *Eric Sindler*

Name: Eric Sindler

Name: Eric Sindler

Title: Assistant Secretary

Title: Assistant Secretary

Pacific Racing Association

Pacific Racing Association II

By: *Eric Sindler*

By: *Eric Sindler*

Name: Eric Sindler

Name: Eric Sindler

Title: Assistant Secretary

Title: Assistant Secretary

STAFF ANALYSIS  
December 15, 2021

DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE PACIFIC RACING ASSOCIATION (T) AT GOLDEN GATE FIELDS, COMMENCING DECEMBER 22, 2021, AND CONTINUING THROUGH JUNE 14, 2022

Pacific Racing Association (PRA) has filed its application to conduct a Thoroughbred horse racing meeting at Golden Gate Fields (GGF) as follows:

- December 22, 2021, through June 14, 2022, racing 95 days, three less than proposed for 2021. Live racing will commence December 26, 2021, and continue through June 12, 2022. PRA proposes to race a total of 781 to 984 races, or 8.22 to 10.36 races per day. During its winter–spring 2021 race meeting, PRA averaged 8.44 races per day and 6.53 runners per race. The average daily purse for the winter–spring 2021 race meeting was \$186,142. The estimated average daily purse for this proposed meet is \$191,107.
- The following proposed race dates fall within the dates allocated by the California Horse Racing Board (Board/CHRB) at its September 15, 2021 regular meeting.

December 2021						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
<b>26</b>	<b>27</b>	<b>28</b>	<b>29</b>	<b>30</b>	<b>31</b>	

January 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
<b>2</b>	3	4	5	<b>6</b>	7	<b>8</b>
<b>9</b>	10	11	12	<b>13</b>	<b>14</b>	<b>15</b>
<b>16</b>	<b>17</b>	18	19	20	<b>21</b>	<b>22</b>
<b>23</b>	24	25	26	<b>27</b>	<b>28</b>	<b>29</b>
<b>30</b>	31					

February 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	<b>3</b>	<b>4</b>	<b>5</b>
<b>6</b>	7	8	9	<b>10</b>	<b>11</b>	<b>12</b>
<b>13</b>	14	15	16	<b>17</b>	<b>18</b>	<b>19</b>
<b>20</b>	<b>21</b>	22	23	24	<b>25</b>	<b>26</b>
<b>27</b>	28					

March 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	<b>3</b>	<b>4</b>	<b>5</b>
<b>6</b>	7	8	9	<b>10</b>	<b>11</b>	<b>12</b>
<b>13</b>	14	15	16	<b>17</b>	<b>18</b>	<b>19</b>
<b>20</b>	21	22	23	<b>24</b>	<b>25</b>	<b>26</b>
<b>27</b>	28	29	30	<b>31</b>		

April 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
<b>3</b>	4	5	6	7	<b>8</b>	<b>9</b>
<b>10</b>	11	12	13	14	<b>15</b>	<b>16</b>
<b>17</b>	18	19	20	<b>21</b>	<b>22</b>	<b>23</b>
<b>24</b>	25	26	27	<b>28</b>	<b>29</b>	<b>30</b>

May 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
<b>1</b>	2	3	4	<b>5</b>	<b>6</b>	<b>7</b>
<b>8</b>	9	10	11	<b>12</b>	<b>13</b>	<b>14</b>
<b>15</b>	16	17	18	<b>19</b>	<b>20</b>	<b>21</b>
<b>22</b>	23	24	25	<b>26</b>	<b>27</b>	<b>28</b>
<b>29</b>	<b>30</b>	31				

June 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

- Racing four days per week, Thursday through Sunday, with the following exceptions:
  - Racing on holiday Mondays, January 17, February 21, and May 30.
  - No racing Thursdays, January 20, February 24, April 7, April 14, and June 2, 2021.
- Racing concurrently with Los Angeles Turf Club (Santa Anita).
- First post 12:45 p.m. on weekdays; 12:45 p.m. on weekends through May 1, 2022, then 1:15 p.m. on weekends beginning May 6, 2022; with the following exceptions:
  - Sunday, December 26, 2021      Opening day      12:15 p.m.
  - Sunday, February 13, 2022      Super Bowl      11:15 a.m.
  - Saturday, May 7, 2022      Kentucky Derby      11:45 a.m.
  - Saturday, May 21, 2022      Preakness      11:45 a.m.
  - Monday, May 30, 2022      Memorial Day      12:45 p.m.
  - Saturday, June 11, 2021      Belmont Stakes      11:45 a.m.
- Wagering program will use CHRB and Association of Racing Commissioners International (ARCI) rules.

PRA requests approval to use a modified version of ARCI rule for its Pick 6 contest. PRA also requests approval to allow patrons to select an alternate wagering interest in any of the Pick (n) contests in the event that their selected wagering interest is scratched.

#### Alternate Wagering Interest

PRA requests approval to allow patrons to select an alternate wagering interest in any of the Pick (n) contests in the event that their selected wagering interest is scratched. Pursuant to ARCI 004-105(G)(4), the Association must receive authorization from the Board to allow patrons to select an alternate wagering interest.

#### Pick 6

PRA requests approval to use an alternative definition of “unique” to govern the Pick 6 payout. Pursuant to ARCI 004-105(G)(2)(g), PRA is required to identify which definition of “unique” under ARCI 004-105(G)(16)(b) it will use to govern the Pick 6. Under the ARCI Model Rules, there are two possible definitions for

“unique.” PRA is requesting approval to use an alternative definition that is not referenced in the ARCI Model Rules or in the CHRB rules. Under ARCI 004-105(G)(1), the Board has the authority to approve the proposed PRA definition.

PRA also requests approval of a change to the ARCI Model Rules during instances of late surface changes. PRA requests that on any day in which there is a surface change after the Pick 6 pool has closed, the races are declared a “Win All,” not a “no contest.” Also, PRA requests that on any day in which there is a surface change after the Pick 6 pool has closed, the payout distribution in ARCI 004-105(G)(2)(g) be used. If there is no unique ticket, the entire day’s net pool is to be paid to ticketholders who correctly selected the most first-place finishers in the Pick 6 contests. Under ARCI-005-105(G)(1), the Board has the authority to approve these requested changes.

- Additional wagering information:
  - Advance wagering will be offered Friday, May 6, 2022, for the Kentucky Derby; Friday, May 20, 2022, for the Preakness; and Friday, June 10, 2022, for the Belmont Stakes.
  - \$2 Win, Place, and Show parlay available on every eligible race. Wager must combine at least two but not more than six races.
  - \$1 Exacta on all eligible races.
  - \$0.50 Trifecta on all eligible races.
  - \$0.10 Superfecta on all eligible races.
  - \$2 Rolling Daily Double. **Requests 20% takeout.**
  - \$0.50 Pick 3.
  - \$0.50 Pick 4 on races 2–5 and last four races each day. No consolation. 100% payout. Alternate runner provision.
  - \$0.50 Pick 5 on first five races. 100% payout to all tickets selecting five winners. No consolation. 100% carryover to next day’s Early Pick 5 if no ticket has five winners. Alternate runner provision. **Requests 14% takeout.**
  - \$0.50 Pick 5 on last five races. 100% payout to all tickets selecting five winners. No consolation. 100% carryover to next day’s Late Pick 5 if no ticket has five winners. Alternate runner provision.
  - \$0.20 Pick 6 on last six races each day. If no unique ticket, 70% will be paid to minor pool, and 30% will be added to major pool carryover.
  - \$1 Super High Five on all races that have 7 or more declared starters. 100% payout on all tickets selecting five winners. No consolation. 100% carryover to next race (including to next race day, if applicable).
- PRA requests that the Board approve additional mandatory distributions prior to closing day throughout the meet on the condition that the CHRB Executive Director is notified at least five days prior to any such mandatory distribution and such notification includes a justification for the distribution and an explanation of the benefit to be derived.
- Advance deposit wagering (ADW) providers are BetAmerica, NYRA Bets, TVG Network, TwinSpire, and Xpressbet.

Pursuant to [Business and Professions Code \(BPC\) section 19604](#), specific provisions must be met before an ADW provider can accept wagers.

#### Summary of BPC section 19604(b)(1)

To accept wagers on races **conducted in California** from a resident of California:

- The ADW provider must be licensed by the Board.
  - A written agreement allowing those wagers exists with the racing association or fair conducting the races on which the wagers are made.
  - The agreement shall have been approved in writing by the horsemen's organization responsible for negotiating purse agreements for the breed on which the wagers are made.
- 
- Documents received in compliance with BPC section 19604(b)(1):
    - ADW agreements allowing NYRA Bets, TVG Network, TwinSpire, BetAmerica, and XpressBet to accept wagers from California residents on races conducted by PRA for the entire term of the proposed race meet.
    - Horsemen's approval of ADW agreements.
  - Simulcasting conducted with out-of-state racing jurisdictions, pursuant to [BPC section 19602](#), and with authorized locations throughout California.
  - If PRA chooses to import races from Hong Kong Jockey Club, it will obtain the necessary agreement with the appropriate racing associations pursuant to [BPC section 19596.3](#) and submit it to the Board prior to importing the races.
  - Requests Darrell Sparks be appointed horse identifier pursuant to [CHRB Rule 1525](#), Racing Officials Appointed by the Board.
  - Turf Rescue, LLC ambulance service paramedics are licensed by California Emergency Medical Services Authority.
  - Backstretch inspection has been completed. Track safety inspection will be completed before race meeting begins.

Specific information **still needed** to complete this application:

1. Fire clearances from Albany and Berkeley fire authorities. (16H) (See outstanding items letter.)
2. Race meet agreement with California Thoroughbred Trainers. (23B)

#### RECOMMENDATION:

If the application is considered for approval, staff recommends that it be approved contingent upon receipt of all outstanding items prior to the start of the race meet.



# GOLDEN GATE FIELDS

October 21, 2021

Mr. Rick Pimentel  
California Horse Racing Board  
1010 Hurley Way, Suite 300  
Sacramento, CA 95825

Dear Mr. Pimentel,

As of today, the following is still outstanding, with respect to Pacific Racing Association's ("PRA") 2021-2022 Winter/Spring Race Meet Application:

1. TOC Agreement – PRA is working with the TOC on an agreement. PRA does not currently anticipate any issues. It is expected that the agreement with TOC will be finalized prior to the November Board meeting. PRA will inform CHRFB staff in the event any unforeseen issues are encountered.
2. TOC approval of the ADW agreements – PRA has requested the approval letter from the TOC. PRA will forward it to the board upon receipt.
3. Northern California Simulcast Agreements – A simulcast agreement has been sent to CARF and Sonoma County Fair. PRA will forward the agreements to the CHRFB upon completion.
4. Hong Kong Import Races – As noted in the license application, while we have completed the negotiations with the Hong Kong Jockey Club to import their races, we are still analyzing the economic viability of importing their races given the current situation. If PRA chooses to import the races from the Hong Kong Jockey Club, we will work with the appropriate racing associations pursuant to Business and Professions Code Section 19596.3 to get the necessary agreement. PRA will not commence importing these races without first obtaining the necessary agreement.
5. Both the fire clearance letter issued by the Berkeley Fire Department and the fire clearance letter Albany Fire Department are valid. When PRA receives updated clearance letters from the respective fire departments, PRA will forward those clearance letters to the board. If it is anticipated that the clearance letters will be issued more than 45 days before the start of the meet, PRA will also request an exemption.
6. We do not have an anticipated date on when, or even if, an agreement with the CTT will be reached.

Please let me know if you have any questions.

Sincerely,

Eric Sindler



## COVID-19 WORKSITE-SPECIFIC PROTECTION PLAN (WPP)

Business name:

Facility address:

Approximate gross square footage of space open to the public:

Date this COVID-19 Worksite-Specific Protection Plan (WPP) was most recently updated:

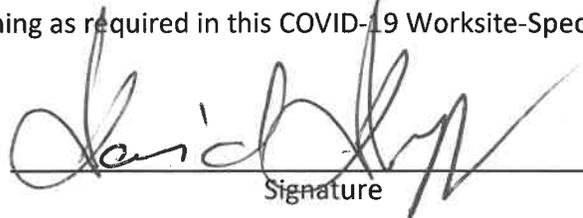
The person(s) responsible for implementation of this COVID-19 Worksite-Specific Protection Plan (WPP):

Name	Title/Role
David Duggan	VP/General Manager (510-559-7364)
Roy Roenbeck	EHS Director (510-559-7401)
Chris Zamora	Janitorial [Pritchard SEG] (510-559-7395)

I, David Duggan, certify that all employees have reviewed this plan, have been provided a copy of this plan, and have received training as required in this COVID-19 Worksite-Specific Protection Plan.

**David Duggan**

Name



Signature

### Alameda County Shelter in Place Order and Face Coverings Guidance

- Employer has read the [Alameda County Shelter in Place Order](#) to determine if the business is allowed to reopen.
- Employer has read the [California Guidance for the Use of Face Coverings](#) and is complying with and implementing measures identified in the guidance.

### Individual Control Measures and Screenings

- Employees whose work duties can be conducted remotely are doing so and will continue to do so until the Shelter in Place Order is lifted, with particular consideration for employees above the age of 60 and those with

underlying health issues who are at increased risk for more severe disease if infected.

- All employees have been provided with temperature and/or symptom screenings at the beginning of their shift and all other employees entering the worksite at all times. The individual conducting the temperature/symptom screening will avoid close contact with employees to the extent possible. Both screeners and employees wear face coverings during each screening. See screening guidance [here](#).

*(\*GGF symptom screening currently conducted on an as-needed basis)*

- Employees must be provided with all required protective equipment (i.e. face coverings) and the employer ensures this equipment is worn properly at all times.
- Employees must be provided with and use protective equipment when offloading and storing delivered goods.
- Employees inspect deliveries and perform disinfection measures prior to storing goods in warehouses and facilities.  
*(\*not applicable)*
- Face coverings are required when employees are in the vicinity of others. Face coverings are not shared at this worksite.
- Employees take reasonable measures to communicate with the public that they are required to wear face coverings.  
**\*Please note that persons younger than 2 and those who cannot wear one because of medical reasons are exempt from wearing a face covering. For additional exemptions, please see [State guidance](#).**
- Employees who are sick or exhibiting symptoms of COVID-19 are directed to stay home and follow the Alameda County Public Health Department’s Criteria for Returning to Work after Isolation or Quarantine guidelines located [here](#).

Please note that employees who self-quarantine and who are not ill do not need a doctor’s note to return to work after staying home for 14 days. Requiring employees to obtain a doctor’s note is impacting the medical system and preventing doctors from seeing patients who are ill. If any employee has been isolated because they were diagnosed with COVID-19, they may return to work once they meet the criteria described in ACPHD’s [Home Isolation and Quarantine Instructions](#). Repeat testing for COVID-19 is not required before an employee can return to work.

Types of protective equipment provided to employees at this worksite location include:

Nitrile Gloves (all sizes), Face masks (N95 & particulate), Face Coverings (cloth, bandanas, etc.), Protective Eyewear (safety goggles & face masks), Hand Sanitizer (various containers & volumes), Hand Soap & Disinfectants, Temperature-taking Devices (Tempa-DOTs & IR Thermometers), First Aid Kits (including sterile gauze for temperature taking), Biohazard Kits (Bloodborne Pathogens), Air-Purifying Respirators (APRs), Tyvek Suits.

Additional control measure you are implementing at this worksite include:

Temperature & symptom screening (as needed), controlled access to Admin & Stable areas, mandatory social distancing, enhanced PPE requirements, logging of race day participants, elimination of non-essential visitors, scaled back on-track activities & personnel, required testing for individuals displaying COVID-19-related symptoms or individuals who live in the same household or had close contact with someone with COVID-19, prohibition of dormitory visitors, limited occupancy of backstretch indoor communal areas (e.g., cafeteria, rec room), restricted vendor & service persons access, comprehensive tracking of all case involving testing, quarantining & isolation, posted signage, public address announcements on masks & social distancing, close coordination with CTT for trainer education, enhanced disinfection & decontamination procedures, input from on-site infectious disease expert (MD).

## Cleaning and Disinfecting Protocols

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- Thorough cleaning in high traffic areas is performed regularly. Commonly used surfaces are frequently disinfected.
- All shared equipment and touchable surfaces are cleaned and sanitized between each use.
- Customer entrances and exits, and points of sale are equipped with proper sanitation products, including hand sanitizer and/or sanitizing wipes.
- Hand washing facilities will be made available and will stay operational and stocked at all times and additional soap, paper towels, and hand sanitizer are supplied when needed.
- Hand sanitizer will be provided where businesses do not have indoor plumbing. *(\*where applicable)*
- Sanitizing supplies are provided to promote employees' personal hygiene. This may include tissues, no-touch trash cans, hand soap, adequate time for hand-washing, alcohol-based hand sanitizers, disinfectants, and disposable towels.
- Cleaning products are used that meet the Environmental Protection Agency (EPA)'s- approved for use against [COVID-19 list](#).
- Business hours and/ or other procedures have been modified to provide adequate time for regular, thorough cleaning, product stocking, or other measures. *(\*not applicable)*
- Employees are provided adequate time to implement cleaning practices before and after shifts.
- Hands-free devices have been installed, if possible, including motion sensor lights, contact-less payment systems, automatic soap and paper towel dispensers, and timecard systems.

## Schedule for Disinfecting High Traffic Areas and Commonly Used Surfaces

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Fill in the fields below with the schedule for how often each area is disinfected.

Mark N/A for all that do not apply to your specific worksite and add any that are missing to "Other".

Break rooms:

Two times daily by Pritchard SEG (janitorial) for office & backstretch communal break rooms.

Restrooms:

Two times daily by Pritchard SEG (janitorial) for office & backstretch restrooms and 30 minute intervals by Pritchard SEG (janitorial) for patron-accessible restrooms.

Handrails/door handles/counters/shelving/buttons (elevator/door):

Twice daily (where applicable) by Pritchard SEG (janitorial) with doors remaining open (where possible) in patron-accessible areas.

**Shopping carts/baskets:**

N/A

**Handheld devices (payment portals, including ATM PIN pads, stylus):**

30 minute intervals by Pritchard SEG (janitorial) for patron-accessible devices (during hours of operation).

**Registers:**

N/A

**Scanners:**

As needed by GGF staff for employee-only scanners (no patron-use scanners).

**Telephones:**

As needed - GGF staff provided with disinfectant wipes for office phones & UV phone sanitizers available for mobile phones (there are no communal phone stations).

**Time clocks:**

Twice daily by Pritchard SEG (janitorial) [although units are touchless].

**Handwashing facilities:**

Two times daily by Pritchard SEG (janitorial) for office & backstretch restrooms and 30 minute intervals by Pritchard SEG (janitorial) for patron-accessible restrooms.

**Custom equipment and tools (i.e., pallet jacks, ladders, supply carts):**

As needed - individual employees provided with disinfectant wipes for small equipment; Pritchard SEG (janitorial) available for disinfecting larger equipment.

**Conveyor belts:**

N/A

**Others:**

N/A

**Operational procedures being implemented to ensure there is adequate time for cleaning/disinfecting:**

Disinfection & decontamination services are outsourced to Pritchard SEG (janitorial contractor) to ensure that a full-time servicer is available. Pritchard utilizes "decontamination through disinfection" protocols compliant with Global Biorisk Advisory Council (GBAC) recommendations. In addition, GGF staff are provided with disinfectant materials & PPE for their respective equipment & work stations.

Additional measures that have been taken at this business location:

**Pritchard SEG (janitorial) also uses VP300ES Victory electrostatic sprayers for disinfecting “problematic” or “suspect” indoor areas like offices, restrooms, dormitory rooms, etc.**

- All employees have been instructed to maintain at least six feet distance from customers and from each other, except employees may momentarily come closer when necessary to accept payment, deliver goods or services, or as otherwise necessary.
- Customers are permitted to bring their own bags, mugs, or other reusable items from home if they do not require handling by employees. *(\*limitations apply; subject to search)*
- Tape or other markings have been placed at least six feet apart in customer line areas on sidewalks or other walkways near public entrances with signs directing customers to use the markings to maintain distance.
- Limit the number of customers in the store at any one time to, which allows for customers and employees to easily maintain at least six feet distance from one another at all practicable times.  
*(\*patron attendance is limited; numbers subject to current public health regulatory guidance)*
- All desks or individual workstations are separated by at least six feet or employees otherwise maintain six feet if workspace is limited. Physical partitions can be used if workstations and/or employees cannot physically distance.
- Employees are informed that they should not carpool to and from the jobsite except by workers living within the same household unit, or as necessary for workers who have no alternative means of transportation.
- If employers provide shuttles, symptom checks should be conducted before employees board the shuttle, and employees should physically distance while waiting in line and on the shuttle. Physical distancing on the shuttle can include reducing the shuttle capacity. *(\*not applicable)*

The following per-person limits have been placed on goods that are selling out quickly to reduce crowds and lines. If not applicable mark as “N/A”.

N/A

**Description of the layout of your worksite and how we accomplish physical distancing measures:**

For Patrons - limited to 20% (Red Tier) & 33% (Orange Tier) attendance, outdoor stadium seating only with every other seat closed-off - signs & on walls & floors (decals) for maintaining social distancing.

For GGF employees & race day personnel (note that they are restricted to their respective work locations and are prohibited from intermingling in other track areas unless mission critical or an emergency)

1. Grandstand Administration Area - separate offices
2. Grandstand Roof (live racing only) - compartmentalized workspace with ample room for social distancing (access to grandstand roof via a separate entrance/exit).
3. Grandstand Medical Clinic - one employee only
4. Jockey's Room (live racing only) - six feet between lockers and to allow for increased social distancing, the auxiliary Jockey's Room and ancillary wait areas are available (use of hot tub and steam room is prohibited)
5. On-track (live racing only) - remain outdoors at all times in designated areas around the expansive track and are prohibited from accessing the backside or frontside buildings
6. Test Barn/Receiving Barn - compartmentalized workspace which is an expansive and well-ventilated space.
7. Racing Office - all desks in use maintained at least 6-feet distance from each other (access to office via a separate entrance/exit)
8. Security Office - no more than two employees at any one time
9. Gate Security & Operations - one employee only

## Food Facilities Guidance Including Restaurants, Mobile Food Facilities, Stores/Convenience Stores

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- Go to the Alameda County Department of Environmental Health [website](#) and review the Guidance for Food Facilities and Food Safety for Food Delivery and Pickup Guidance.
- Complete and implement the Restaurant Operating Procedures posted on the Alameda County Department of Environmental Health [website](#).
- If you've implemented additional measures specific to your food facilities business, include them below.

Description of any additional measures taken:

Outdoor/in-seat dining only (pre-packaged meal delivery) with all ordering through smartphones using QR codes (no cash transactions). Opening of indoor dining (limited numbers) subject to current public health regulatory guidance.

## Notification of Covid-19 Positive Case at Your Worksite

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- Employers are required to report workplace related outbreaks to the Alameda County Public Health Department (ACPHD) **within 48 hours** and provide additional information when requested by ACPHD.

**(\*including City of Berkeley BPHD)**

An outbreak at a non-healthcare or non-residential congregate setting workplace is defined as three or more cases within a 14-day period among employees who do not live in the same household.

To report new outbreak cases, an employer must complete the California Shared Portal for Outbreak Tracking (SPOT) Intake Form for Workplaces located [here](#).

For health care settings, such as acute care hospitals and outpatient clinics, as well as congregate living facilities, please visit [here](#) for more information on how to report cases.

For more information about reporting cases, please visit [here](#) and see section "Recording and Reporting COVID-19".

Employers are required to comply with the State's COVID-19 Emergency Temporary Standard effective November 30, 2020. As employers implement the new regulations, Cal/OSHA enforcement personnel will consider an employer's good faith efforts in working towards compliance, but some aspects, such as eliminating hazards and implementing testing requirements during an outbreak, are essential. Visit [here](#) for the Emergency Temporary Standard.

For questions related to positive employees in the workplace, please contact the COVID Workplace Response Team at [COVIDworkplace@acgov.org](mailto:COVIDworkplace@acgov.org) or (510) 268-2101.

## Training

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Employees have been trained on the following topics:

- Information from the [Centers for Disease Control and Prevention \(CDC\)](#) on COVID-19, how to prevent it from spreading, and which underlying health conditions may make individuals more susceptible to contracting the virus.
- Self-screening at home, including temperature and/or symptom checks using CDC guidelines.
- The importance of not coming to work if employees have a frequent cough, fever, difficulty breathing, chills, muscle pain, headache, sore throat, recent loss of taste or smell, or if they or someone they live with have been diagnosed with COVID-19.
- The importance of seeking medical attention if an employees' symptoms become severe, including persistent pain or pressure in the chest, confusion, or bluish lips or face. Updates and further details are available on the CDC's webpage.
- The vulnerability of those 60 years of age or older and people with chronic medical conditions, and the need to practice particular caution to protect these groups.
- The importance of frequent handwashing with soap and water, including scrubbing with soap for 20 seconds (or using hand sanitizer with at least 60% ethanol or 70% isopropanol when employees cannot get to a sink or handwashing station, per CDC guidelines).
- Manufacturer's directions and Cal/OSHA requirements for safe use of personal hygiene and cleaning products.
- The importance of physical distancing, both at work and off work time (see Physical Distancing section above).
- **Proper use of face coverings, including:**
  - Face coverings can help protect people near the wearer, but do not replace the need for physical distancing and frequent handwashing.
  - The importance of washing and/or sanitizing hands before and after using or adjusting face coverings.
  - Avoid touching eyes, nose, and mouth.
  - Face coverings to be washed after each shift.

Other worksite training measures taken:

PPE donning and cleaning, FIT Testing for N95s (where applicable), US DOL Employee Rights & Workplace Safety, BPHD Quarantine & Isolation Guidance (handouts), Vendor & Service Persons Access Policy.

COVID testing requirements (note: GGF had conducted >4 months of on-site testing for employees and race day personnel) and COVID vaccinations (mass vaccination clinic operated on our property by ACDPH & BPHD).



# GOLDEN GATE FIELDS

October 20, 2021

Mr. Scott Chaney  
Executive Director  
California Horse Racing Board  
1010 Hurley Way, Suite 300  
Sacramento, CA 95825

Re: Inclement Weather Policy

Dear Mr. Chaney,

Please accept this letter as confirmation that Pacific Racing Association will operate its race meet in accordance with the inclement weather policy posted on the California Horse Racing Board's website.

Sincerely,

A handwritten signature in black ink, appearing to read "David Duggan".

David Duggan

Application is hereby made to the California Horse Racing Board (CHRB) for a license to conduct a horse racing meeting in accordance with the California Business and Professions Code, Chapter 4, Division 8, Horse Racing Law, and the California Code of Regulations, Title 4, Division 4, CHRB Rules and Regulations.

## 1. APPLICANT ASSOCIATION

A. Name, mailing address, telephone, fax numbers, and the email address for associations contact person: **Pacific Racing Association**  
**1100 Eastshore Highway**  
**Berkeley, CA 94710**  
**Phone (510) 559-7300 Fax (510) 527-5622**  
**david.duggan@goldengatefields.com**

B. Breed of horse: TB  QH  H

C. Racetrack name: **Golden Gate Fields**

D. Attach a certified check payable to the Treasurer of the State of California in the amount of \$10,000 as deposit for license fees pursuant to Business and Professions Code section 19490. **On file with the Board**

E. Was the association licensed to operate a race meeting prior to January 1, 2001?

Yes  No

If no, attach a surety bond in the amount of one hundred thousand dollars.

**NOTICE TO APPLICANT:** No application for a license to conduct a race meeting shall be granted unless the applicant has deposited with the Board a surety bond in the amount of one hundred thousand dollars (\$100,000), or a greater amount, as determined by the Board, which is sufficient to ensure payment of employee wages and benefits including, but not limited to, health, welfare, and pension plans. The surety bond shall be maintained during the period of the meeting and for an additional period, as determined by the Board, sufficient to assure that all payments are made. This subdivision does not apply to any person or association licensed to operate a horse race meeting prior to January 1, 2001, which has conducted a race meeting in each of the immediate three previous consecutive calendar years. The \$100,000 surety bond amount may be increased to an amount determined by the Board at the time the application is scheduled for hearing pursuant to Business and Professions Code section 19464(b).

**NOTICE TO APPLICANT:** Application must be filed not later than 90 days before the scheduled start date for the proposed meeting pursuant to CHRB Rule 1433.

## 2. DATES OF RACE MEETING

A. Inclusive dates allocated for the entire meeting: **December 22, 2021 – June 14, 2022**

B. Actual dates racing will be held: **December 26; 30-31, January 1-2; 6-9; 13-17; 21-23; 27-30, February 3-6; 10-13; 17-21; 25-27, March 3-6; 10-13; 17-20; 24-27; 31, April 1-3; 8-10; 15-17; 21-24; 28-30, May 1; 5-8; 12-15; 19-22; 26-30, June 3-5; 9-12**

C. Total number of days or nights of racing: **95 days**

### CHRB CERTIFICATION

Application received: 9/24/21  
Deposit received: Yes  
Reviewed: RP

Hearing date: 11/17/21  
Approved date:  
License number:

D. Days or nights of the week races will be held:  
 Wed - Sun  Tues - Sat  Other (specify)

E. Number of days or nights of racing per week: **4 days per week**

**Racing Thursdays through Sundays**

**Exceptions: Holiday Racing on Mondays: January 17<sup>th</sup>, February 21<sup>st</sup> and May 30<sup>th</sup>**

**No Racing on Thursdays: January 20<sup>th</sup>, February 24<sup>th</sup>, April 7<sup>th</sup> & 14<sup>th</sup>, and June 2<sup>nd</sup>.**

### 3. RACING PROGRAM

A. Total number of races: **Estimated: 781-984**

B. Number of races for each day or night:

- **7 – 9 races on weekdays**
- **9 – 11 races on weekends**
- **8 – 11 races on holidays**

#### **Exceptions:**

- **Saturday, April 30<sup>th</sup> will have 9 – 12 races**
- **Friday, May 6<sup>th</sup> will have 8 - 10**
- **Saturday, May 7<sup>th</sup> will have 9 – 12 races**
- **Friday, May 20<sup>th</sup> will have 8 – 10 races**
- **Saturday, May 21<sup>st</sup> will have 9 – 12 races**
- **Saturday, June 11<sup>th</sup> will have 9 – 12 races**
- **Sunday, June 12<sup>th</sup> will have 9 - 12 races**

C. Total number of stakes races: **12 (11 Non-Overnight and 1 Overnight)**

D. Attach a listing of all stakes races and indicate the date to be run and the added money or guaranteed purse for each. Note the races that are designated for California-bred horses. **Attached**

1. Attach a listing of all stakes races for the past two race meetings. The information provided must be for the same timeframe in which the association is applying. Include the date the stakes races were run, and the added money or guaranteed purse for each. Note the races that were designated for California-bred horses.

2. Identify the stakes races listed under item D. that have been altered, added, or are new for the current race meeting. Provide details regarding any alterations to the identified stakes races. (e.g., changes in the age, sex, eligibility, purse or substantial calendar changes). **None**

3. Identify the stakes races listed under item D.1. that have been dropped or deleted, and the reasons the stakes were dropped or deleted. **None**

E. Will provisions be made for owners and trainers to use their own registered colors?

Yes  No      If no, what racing colors are to be used:

**PRA/GGF WINTER - SPRING 22-21-20**

**PRA/GGF WINTER - SPRING 2022**

December 26, 2021 - June 12, 2022

**STAKES SCHEDULE**

**EL CAMINO REAL DERBY**

\$100,000 Guaranteed

3 yo - 1 1/8 Miles

Saturday, February 12, 2022

**CALIFORNIA DERBY**

\$100,000 Guaranteed

3 yo - 1 1/16 Miles

Saturday, April 30, 2022

**CALIFORNIA OAKS**

\$75,000 Guaranteed

Fillies 3 yo- 1 1/16 Miles

Saturday, April 30, 2022

**LOST IN THE FOG**

\$75,000 Guaranteed

3 yo & up - 6 Furlongs

Saturday, April 30, 2022

**CAMILLA URSO**

\$75,000 Guaranteed

Fillies & Mares 3 yo & up - 5 Furlongs (Turf)

Saturday, April 30, 2022

**GOLDEN POPPY**

\$75,000 Guaranteed

Fillies & Mares 3 yo & up - 1 1/16 Miles (Turf)

**PRA/GGF WINTER - SPRING 2021**

December 26, 2020 - June 13, 2021

**STAKES SCHEDULE**

**EL CAMINO REAL DERBY**

\$100,000 Guaranteed

3 yo - 1 1/8 Miles

Saturday, February 13, 2021

**CALIFORNIA DERBY**

\$100,000 Guaranteed

3 yo - 1 1/16 Miles

Saturday, April 24, 2021

**CALIFORNIA OAKS**

\$75,000 Guaranteed

Fillies 3 yo- 1 1/16 Miles

Saturday, April 24, 2021

**LOST IN THE FOG**

\$75,000 Guaranteed

3 yo & up - 6 Furlongs

Saturday, April 24, 2021

**CAMILLA URSO**

\$75,000 Guaranteed

Fillies & Mares 3 yo & up - 5 Furlongs (Turf)

Saturday, April 24, 2021

**GOLDEN POPPY**

\$75,000 Guaranteed

Fillies & Mares 3 yo & up - 1 1/16 Miles (Turf)

**PRA/GGF WINTER - SPRING 2020**

December 26, 2019 - June 14, 2020

**STAKES SCHEDULE**

**EL CAMINO REAL DERBY**

\$100,000 Guaranteed

3 yo - 1 1/8 Miles

Saturday, February 15, 2020

**ALL AMERICAN**

\$100,000 Guaranteed

3 yo & up - 1 Mile

Monday, May 25, 2020

**CAMILLA URSO**

\$75,000 Guaranteed

Fillies & Mares 3 yo & up - 5 Furlongs (Turf)

Saturday, May 30, 2020

**CALIFORNIA OAKS**

\$75,000 Guaranteed

Fillies 3 yo- 1 1/16 Miles

Sunday, May 31, 2020

**ALBANY**

*Overnight Stakes*

\$50,000 Added (Plus \$15,000 to Cal-Breds)

3 yo & up - 5 Furlongs (Turf)

Saturday, June 6, 2020

**GOLDEN POPPY**

\$75,000 Guaranteed

Fillies & Mares 3 yo & up - 1 1/16 Miles (Turf)  
Sunday, June 7, 2020

**ALCATRAZ**

\$75,000 Guaranteed  
3 yo - 1 Mile (Turf)  
Saturday, June 13, 2020

**SF MILE - GIII**

\$250,000 Guaranteed  
3 yo & up - 1 Mile (Turf)  
Sunday, June 14, 2020

Saturday, April 24, 2021

**SF MILE - GIII**

\$250,000 Guaranteed  
3 yo & up - 1 Mile (Turf)  
Saturday, April 24, 2021

**CAMPANILE (Golden State Series Stakes)**

\$100,000 Guaranteed  
*(Includes \$37,500 CBRF)*  
Fillies 3 yo (Cal-Breds) - 1 Mile (Turf)  
Sunday, April 25, 2021

**CAMPANILE (Golden State Series Stakes)**

\$100,000 Guaranteed  
*(Includes \$37,500 CBRF)*  
Fillies 3 yo (Cal-Breds) - 1 Mile (Turf)  
Sunday, May 01, 2022

**SILKY SULLIVAN (Golden State Series Stakes)**

\$100,000 Guaranteed  
*(Includes \$37,500 CBRF)*  
3 yo (Cal-Breds) - 1 Mile (Turf)  
Sunday, April 25, 2021

**SILKY SULLIVAN (Golden State Series Stakes)**

\$100,000 Guaranteed  
*(Includes \$37,500 CBRF)*  
3 yo (Cal-Breds) - 1 Mile (Turf)  
Sunday, May 01, 2022

**ALCATRAZ**

\$75,000 Guaranteed  
3 yo - 1 Mile (Turf)  
Sunday, May 23, 2021

**ALCATRAZ**

\$75,000 Guaranteed  
3 yo - 1 Mile (Turf)  
Sunday, May 29, 2022

**ALL AMERICAN - GIII**

\$100,000 Guaranteed  
3 yo & up - 1 Mile  
Monday, May 31, 2021

**ALL AMERICAN - GIII**

\$100,000 Guaranteed  
3 yo & up - 1 Mile  
Monday, May 30, 2022

**ALBANY**

*Overnight Stakes*  
\$50,000 Added (Plus \$15,000 to Cal-Breds)  
3 yo & up - 5 Furlongs (Turf)  
Saturday, June 12, 2021

**ALBANY**

*Overnight Stakes*  
\$50,000 Added (Plus \$15,000 to Cal-Breds)  
3 yo & up - 5 Furlongs (Turf)  
Saturday, June 11, 2022

F. List all post times for the daily racing program:

Race No.	All weekdays during the meet, and all weekends between December 26, 2021 – May 1, 2022	Race No.	Weekends beginning May 6, 2022
1st	12:45 p.m.	1st	1:15 p.m.
2nd	1:15 p.m.	2nd	1:45 p.m.
3rd	1:45 p.m.	3rd	2:15 p.m.
4th	2:15 p.m.	4th	2:45 p.m.
5th	2:45 p.m.	5th	3:15 p.m.
6th	3:15 p.m.	6th	3:45 p.m.
7th	3:45 p.m.	7th	4:15 p.m.
8th	4:15 p.m.	8th	4:45 p.m.
9th	4:45 p.m.	9th	5:15 p.m.
10 <sup>th</sup> (when applicable)	5:15 p.m.	10 <sup>th</sup> (when applicable)	5:45 p.m.
11 <sup>th</sup> (when applicable)	5:45 p.m.	11 <sup>th</sup> (when applicable)	6:15 p.m.
12 <sup>th</sup> (when applicable)	6:15 p.m.	12 <sup>th</sup> (when applicable)	6:45 p.m.

**Exceptions:**

Sunday, December 26, 2021	Opening Day	12:15 p.m.
Sunday, February 13, 2022	Super Bowl	11:15 a.m.
Saturday, May 7, 2022	Kentucky Derby	11:45 a.m.
Saturday, May 21, 2022	Preakness	11:45 a.m.
Monday, May 30, 2022	Memorial	12:45 p.m.
Saturday, June 11, 2022	Belmont Stakes	11:45 a.m.

**\*Post times may change in order to coordinate North/South signals.**

**NOTICE TO APPLICANT:** Every licensee conducting a horse racing meeting shall each racing day provide for the running of at least one race limited to California-bred horses, to be known as the "California-bred race," pursuant to CHRB Rule 1813. For thoroughbred and quarter horse meetings, the total amount distributed for California-bred stakes races from the purse account, including overnight stakes, shall not be less than 10% of the total amount distributed for all stakes races pursuant to Business and Professions Code section 19568(b).

**4. RACING ASSOCIATION**

- A. Association is a:  Corporation (complete subsection C)  
 LLC (complete subsection D)  
 Other (specify, and complete subsection E)

B. Complete the applicable subsection and attached Addendum, Background Information and Ownership. **Addendum on file with the Board**

C. CORPORATION

- Registered name of the corporation: **Pacific Racing Association**
- State where incorporated: **California**

3. Registry or file number for the corporation: **0480316**
4. Names of all officers and directors, titles, and the number of shares of the corporation held by each:  
**Craig Fravel, President (Officer), 0 Shares**  
**Mike Rogers, Vice President, Operations (Officer/Director), 0 Shares**  
**Rebecca Neimark, CFO (Officer), 0 Shares**  
**David Duggan, Vice President & General Manager (Officer), 0 Shares**  
**Scott Daruty, Senior Vice-President (Officer/Director), 0 Shares**  
**Greg Harnish, Secretary (Officer), 0 Shares**  
**Eric Sindler, Assistant Secretary (Officer), 0 Shares**
5. Names (true names) of all persons, other than the officers and directors listed above, that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each: **TSG Developments Investments Inc., 100 Shares**
6. Number of outstanding shares in the corporation: **100 Shares**
7. Are the shares listed for public trading?  Yes  No  
 If yes, on what exchange and how is the stock listed:
8. Name of the custodian of the list of shareholders and/or the transfer agent for the share holdings of the corporation: **Share register is with Laura Proniuk in corporate office (Canada); Email: [Laura.Proniuk@stronachgroup.com](mailto:Laura.Proniuk@stronachgroup.com)**
9. If more than 50% of the shares are held by a parent corporation or are paired with any other corporation or entity, give the name of the parent and/or paired corporation or entity:  
**TSG Development Investments Inc.**
  - a. Is parent and/or paired corporation or entity a publically traded or privately held company that guarantees the obligation of the applicant? If no, proceed to section F.  
 If yes, answer questions 10-17. Yes  No
10. Registered name of the corporation: **Not applicable**
11. State where incorporated: **Not applicable**
12. Registry or file number for the corporation: **Not applicable**
13. Names of all officers and directors, titles, and the number of shares of the corporation held by each: **Not applicable**
14. Names (true names) of all persons, other than the officers and directors listed above, that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each: **On file with the Board.**
15. Number of outstanding shares in the corporation: **Not applicable**
16. Are the shares listed for public trading? Yes  No   
 If yes, on what exchange and how is the stock listed:
17. Name of the custodian of the list of shareholders and/or the transfer agent for the shareholdings of the corporation: **Not applicable**

D. LLC

1. Registered name of the LLC: **Not applicable**
2. State where articles of organization are filed: **Not applicable**
3. Registry or file number for the LLC: **Not applicable**
4. Attach a list of the names of all members (including individuals (true names), corporations, other LLCs and or foreign entities), titles, and the number of shares of the LLC held by each:  
**Not applicable**
5. Are the shares listed for public trading? Yes  No   
 If yes, on what exchange and how the stock is listed:

6. If more than 50% of the shares are held by a parent corporation or are paired with any other corporation or entity, give the name of the parent and/or paired corporation or entity:  
**Not applicable**
- a. Is parent and/or paired entity either a publicly traded or privately held company that guarantees the obligation of the applicant? If no, proceed to section F. If yes, answer questions 7-12. Yes  No
7. Registered name of the LLC/Corporation: **Not applicable**
8. State where articles of organization are filed: **Not applicable**
9. Registry or file number for the LLC: **Not applicable**
10. Attach a list of the names (true names) of all members (members may include individuals, corporations other LLCs and foreign entities), titles, and the number of shares of the LLC held by each: **Not applicable**
11. Are the shares listed for public trading? Yes  No
12. If yes, on what exchange and how the stock is listed: **Not applicable**

E. OTHER

1. Name(s) of partners/sole proprietor: **Not applicable**
2. If a partnership, attach partnership agreement. **Not applicable**

F. FINANCIAL INFORMATION \*

1. Attach the most recent audited annual financial statement or financial report for the applicant. The financial statement or financial report shall include all relevant financial information specific to the applicant including: **On file with Board**
- Statement of Financial Position: also referred to as a balance sheet. Statement should report on applicant's assets, liabilities, contingent liabilities and ownership equity as of the date of the prepared statement.
  - Statement of Comprehensive Income: also referred to as Profit and Loss ("P&L") Statement. Statement should include report on applicant's income, expenses, and profits.
  - Profit and Loss statement for prior two years race meeting and Profit and Loss statement for projected year race meeting.
  - Statement of Changes in Equity: to include the changes of the applicants' equity through the reporting period.
  - Statement of Cash Flows: to include a report of the applicant's cash flow activity, particularly its operating investing and financing activities during the reporting period.
  - Copy of a report made during the preceding 12 months to shareholders in the corporation and/or the Securities and Exchange Commission and/or the California Corporations Commission.

**\*NOTICE TO APPLICANT:** The financial information provided pursuant to subsection (F) above is exempt from disclosure pursuant to Government Code section 6254(k) and non-disclosable to the public.

G. MANAGEMENT AND STAFF

1. Name and title of the managing officer and/or general manager of the association and the name and title of all department managers and staff, other than those listed in 13B, who will be listed in the official program:



September 17, 2021

Scott Chaney  
Executive Director  
California Horse Racing Board  
1010 Hurley Way, Suite 200  
Sacramento, CA 95825

Dear Scott:

Pursuant to California Business and Professions Code section 19601.01, Pacific Racing Association (PRA), in consultation with the Thoroughbred Owners of California (TOC), is hereby requesting takeout as set forth below to be offered during the PRA Winter/Spring race meet, December 22, 2021 through June 14, 2022 all inclusive.

- **Pick 5** – a \$.50 minimum wager on the first five (5) races on each day's card subject to a **takeout rate of 14%**.
- **Rolling Daily Double** - \$2.00 minimum wager offered every race on each day's card subject to a **takeout rate of 20%**.

For reference, the Pick 5 and Rolling Daily Doubles are noted on PRA's license application in Section 5A.

Please feel free to contact me with any questions or concerns.

Sincerely,



David Duggan  
Vice President & General Manager



September 22, 2021

Mr. Scott Chaney  
California Horse Racing Board  
1010 Hurley Way, Suite 300  
Sacramento, CA 95825

RE: Golden Gate Fields 2021-22 Winter/Spring Race Meet – Players Pick 5

Dear Scott,

Golden Gate Fields has contacted the Thoroughbred Owners of California (TOC) regarding the conducting of the “Players Pick-5” on the first five (5) races of the day subject to a 14% takeout during its Winter/Spring meet from December 22, 2021 – June 14, 2022. The TOC agrees to such a wager based upon the same terms and conditions as it was offered at Golden Gate Fields’ previous meet.

Please feel free to contact me with any questions.

Sincerely,

Greg Avioli  
President & CEO

cc: Eric Sindler  
Cynthia Seidl



September 22, 2021

Mr. Scott Chaney  
California Horse Racing Board  
1010 Hurley Way, Suite 300  
Sacramento, CA 95825

RE: Golden Gate Fields 2021-22 Winter/Spring Race Meet – Rolling Doubles

Dear Scott,

Golden Gate Fields has contacted the Thoroughbred Owners of California (“TOC”) regarding the conducting of “Rolling Doubles” wagers, subject to a 20% takeout, on each racing day of its Winter/Spring meet from December 22, 2021 – June 14, 2022. The TOC agrees to such a wager based upon the same terms and conditions as it was offered at Golden Gate Fields’ previous meet.

Please feel free to contact me with any questions.

Sincerely,

Greg Avioli  
President & CEO

cc: Eric Sindler  
Cynthia Seidl

for the period of time it has been in operation. If the racing association has changed ownership include the handle information for the previous racing association.

<b>Year</b>	<b>Handle</b>	<b>Attendance</b>
<b>2020 (12/26/19 – 6/14/20)</b>	<b>\$ 10,716,406.22 (71 Race Days)</b>	<b>44,422 (40 race days with fans)</b>
<b>2019 (12/26/18-6/9/19)</b>	<b>\$ 31,385,502.70</b>	<b>146,380 (94 live race days)</b>
<b>2018 (12/26/17-6/10/18)</b>	<b>\$ 34,006,914.29</b>	<b>172,462 (95 live race days)</b>
<b>2017 (12/26/16-6/18/17)</b>	<b>\$ 37,682,905.50</b>	<b>187,631 (99 live race days)</b>
<b>2016 (12/26/15-6/12/16)</b>	<b>\$ 36,428,245.30</b>	<b>177,602 (97 live race days)</b>

**7. PURSE PROGRAM (excluding supplements, nominations, sponsorships and starter fees):**

**A. Purse distribution: *Prior meet represents December 26, 2020 – June 13, 2021 (84 live race days, 12 days canceled)***

**1. All races other than stakes:**

Current meet estimate: **\$ 14,693,305**

Prior meet actual: **\$ 12,737,230**

Average Daily Purse (7 A1 ÷ number of days):

Current meet estimate: **\$ 154,666**

Prior meet actual: **\$ 151, 634**

**2. Overnight stakes:**

Current meet estimate: **\$ 50,000.00**

Prior meet actual: **\$ 50,000.00**

Average Daily Purse (7 A2 ÷ number of days):

Current meet estimate: **\$ 526.00**

Prior meet actual: **\$ 595.00**

**3. Non-overnight stakes:**

Current meet estimate: **\$1,125,000.00**

Prior meet actual: **\$ 917,250.00**

Average Daily Purse (7 A3 ÷ number of days):

Current meet estimate: **\$ 11,842**

Prior meet actual: **\$ 10,920**

**4. Total Purses: (7A1+7A2+ 7A3)**

Current meet estimate: **\$ 15,868,305**

Prior meet actual: **\$ 13,704,480**

**B. California-bred Stakes Races:**

**1. Percentage of the purse distribution for all stakes races that will be distributed for California-bred stakes races:**

Current meet estimate: **17.78%**

Prior meet actual: **16.35%**

Average Daily Purse (7 B1 ÷ number of days):

Current meet estimate: **.19%**

Prior meet actual: **.19%**

- C. Funds to be generated for all California-bred incentive awards (including breeder awards and owners premiums):

Current meet estimate: **\$ 1,872,667**

Prior meet actual: **\$ 1,605,568**

- D. Payment to each recognized horsemen's organization contracting with the association and the name(s) of the organization(s):

Recognized Horsemen's Organization

Current meet estimate:

**TOC (NTRA contribution) \$ 23,165.00**

**TOC \$ 156,397.00**

**CTT (Administration) \$ 78,199.00**

**CTT (Pension) \$ 156,397.00**

**Total \$ 414,158.00**

Prior meet actual:

**TOC (NTRA contribution) \$ 21,059.00**

**TOC \$ 121,925.00**

**CTT (Administration) \$ 60,963.00**

**CTT (Pension) \$ 121,925.00**

**Total \$ 325,872.00**

- E. Amount from all sources to be distributed in the form of purses or other benefits to horsemen (7 A+7 C+7 D):

Current meet estimate: **\$ 18,155,130**

Prior meet actual: **\$ 15,635,920**

Average Daily Purse (7 E ÷ number of days):

Current meet estimate: **\$ 191,107**

Prior meet actual: **\$ 186,142**

- F. Purse funds to be generated from on-track handle and intrastate off-track handle (excluding carry-overs from prior race meet(s):

Current meet estimate: **7,169,453**

Prior meet actual: **\$ 1,716,264**

Average Daily Purse (7 F ÷ number of days):

Current meet estimate: **\$ 75,468**

Prior meet actual: **\$ 20,432**

- G. Purse funds to be generated from interstate handle:

Current meet estimate: **\$ 8,470,294**

Prior meet actual: **\$ 11,831,470**

Average Daily Purse (7 G ÷ number of days):

Current meet estimate: **\$ 89,161**

Prior meet actual: **\$ 140,851**

- H. Bank and account number for the Paymaster of Purses' purse account: **On file**

- I. Name, address, email and telephone number of the pari-mutuel audit firm engaged for the meeting:  
**Bowen & McBeth, 10722 Arrow Route, Suite 110, Rancho Cucamonga, California 91730, (909) 944-6465; email: craighbmiller@verizon.net**

**NOTICE TO APPLICANT:** All funds generated and retained from on-track pari-mutuel handle which are obligated by law for distribution in the form of purses, breeders' awards or other benefits to horsemen, **shall not** be deemed as income to the association; **shall not** be transferred to a parent corporation outside the State of California; and **shall**, within 3 calendar days following receipt,

be deposited in a segregated and separate liability account in a depository approved by the CHRB and shall be at the disposition of the Paymaster of Purses, who shall pay or distribute such funds to the persons entitled thereto. All funds generated from off-track simulcast wagering, interstate wagering, and out-of-state wagering which are obligated by law for distribution in the form of purses and breeders' awards, shall also be deposited within 3 calendar days following receipt, into such liability account. In the event the association is obligated to the payment of purses prior to those obligated amounts being retained from pari-mutuel wagering for such purpose, or as a result of overpayment of earned purses at the conclusion of the meeting, the association shall transfer from its own funds such amounts as are necessary for the Paymaster of Purses to distribute to the horse owners statutorily or contractually entitled thereto. The association is entitled to recover such transferred funds from the Paymaster of Purses' account; and if insufficient funds remain in the account at the conclusion of the meeting, the association is entitled to carry forward the deficit to its next succeeding meeting as provided by Business and Professions Code section 19615(c) or (d). In the event of **underpayment** of purses which results in a balance remaining in the Paymaster of Purses' account at the conclusion of the meeting after distribution of amounts due to horsemen and breeders and horsemen's organizations, the association may carry forward the surplus amount to its next succeeding meeting; provided, however, that the amount so retained does not exceed an amount equivalent to the average daily distribution of purses and breeders' awards during the meeting. All amounts in excess shall be distributed retroactively and proportionally in the form of purses and breeders' awards to the horse owners and breeders having earned purses or awards during the conduct of the meeting.

## 8. STABLE ACCOMMODATIONS

- A. Number of usable stalls available for racehorses at the track where the meeting is held: **1,500**
- B. Minimum number of stalls believed necessary for the meeting: **1,500**
- C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers: **N/A**
- D. Name and location of each off-site auxiliary stabling area and the number of stalls to be maintained at each site: **N/A**
- E. Attach each contract or agreement between the association and the person(s) furnishing off-site stabling accommodations for eligible racehorses that cannot be provided stabling on-site. **N/A**

Complete subsections F. through H. if the association will request reimbursement for off-site stabling as provided by Business and Professions Code sections 19607, 19607.1, 19607.2, and 19607.3; otherwise, proceed to section 9.

- F. Total number of usable stalls made available on-site for the **1986** meeting, pursuant to Business and Professions Code section 19535(c): **1,405**
- G. Estimated cost to provide off-site stalls for this meeting. Show cost per day per stall: **N/A**
- H. Estimated cost to provide vanning from off-site stalls for this meeting. Show fees to be paid for vanning per-horse: **N/A**

## 9. EQUINE EMERGENCY SERVICES

- A. Name and emergency telephone number of the racing veterinarian onsite during training hours, workouts and during racing for the association and auxiliary sites: **Attached**
  - 1. Attach a schedule listing the dates and times that the racing veterinarian will be available onsite during training hours, workouts and during racing for the association and auxiliary sites. **Attached**

***PRA /PRA II/GOLDEN GATE FIELDS  
EQUINE EMERGENCY SERVICES***

**Attachment to PRA/Golden Gate Fields License Application  
Section 9A (1)**

<b>A.</b>	<b><u>VETERINARIAN</u></b>	<b><u>EMERGENCY CONTACT #</u></b>
	Dr. Casille Batten	510-559-7300
	Dr. Ken Allison	510-559-7300
	Dr. William Grantham *	510-559-7300
	Dr. Kim Kuhlmann	510-559-7300
	Dr. Steve Matuszak	510-559-7300
	Dr. Jerry Parker	510-559-7300
	Dr. Don Smith	510-559-7300
	Dr. Ashton Cloninger *	510-559-7300
	Dr. Kandall Cannon	510-559-7300

\* Race day Lasix veterinarian

<b>1.</b>	<b><u>GOLDEN GATE FIELDS VETERINARIAN SCHEDULE</u></b>	
	Mondays:	Closed
	Tuesdays:	AM Only – TBD
	Wednesdays:	AM Only – TBD
	Thursdays:	AM - Dr. Casille Batten PM - Dr. William Grantham
	Fridays	AM - Dr. Casille Batten PM - Dr. William Grantham
	Saturdays:	AM - Dr. Casille Batten PM - Dr. Ashton Cloninger
	Sunday:	AM – Dr. Casille Batten PM – Dr. Ashton Cloninger

**TBD – Rotating schedule amongst list from exhibit A**

**10. PARI-MUTUEL WAGERING PROGRAM**

- A. Pursuant to Business and Professions Code section 19599, and with the approval of the CHRB, associations may elect to offer wagering programs using CHRB Pari-mutuel Rules, the Association of Racing Commissioners International (RCI) Uniform Rules of Racing, Chapter 9, Pari-mutuel Wagering, or a combination of both. Please complete the following schedule for the types of wagering other than WPS and the minimum wager amount for each:

Use DD for daily double, E for exacta (special quinella), PK3 for pick three, PK4 for select four, PNP for pick (n) pool, PPN for place pick (n), Q for quinella, SF for superfecta, TRI for trifecta, and US for unlimited sweepstakes (pick 9).

	TYPE OF WAGERS	APPLICABLE RULES
Example Race:	\$1 E; \$1 Double	CHRB #1959; RCI #VE

**See attached wagering menu which includes bet minimum, rules, and additional wagering information.**

- B. Identify any wagers noted in 10.A. (the current pari-mutuel wagering program) that were not in the prior year’s pari-mutuel program, or that are not being carried forward from the previous year’s pari-mutuel wagering program. **See attached wagering menu**
- C. Maximum carryover pool to be allowed to accumulate before its distribution **OR** the date(s) designated for distribution of the carryover pool: **Mandatory payout on closing day, June 12, 2022. Additionally, we request that the board approve additional mandatory distributions prior to closing day throughout the meet on the condition that the Executive Director is notified at least five (5) days before any such mandatory distribution and such notification includes a justification for the distribution and an explanation of the benefit to be derived.**
- D. List any options requested with regard to exotic wagering: **2 Tier – 70%30% split (see above)**
- E. Will "advance" or "early bird" wagering be offered? Yes  No   
 If yes, when will such wagering begin? Specify days and time for “early bird” wagering:  
**Advance wagering will be offered Friday, May 6, 2022 for the Kentucky Derby, Friday, May 20, 2022 for the Preakness, and on Friday, June 10, 2022 for the Belmont Stakes**
- F. Type(s) of pari-mutuel or totalizator equipment to be used by the association and the simulcast organization, name of the person(s) supplying equipment, and expiration date of the service contract:  
**AmTote effective October 26, 2015 with expiration date of October 2020 with option to extend contract to October 2025**
- G. List below the takeout percentage for each type of wager identified in 10.A.:

**TAKEOUT PERCENTAGE**  
 (Example) PNP5-14%  
**See attached wagering menu**

**11. ADVANCE DEPOSIT WAGERING (ADW)**

- A. Identify the ADW provider(s) to be used by the association for this race meeting:  
**Xpressbet**  
**TwinSpire**  
**TVG**

 **GOLDEN GATE FIELDS**

September 24, 2021

Scott Chaney  
California Horse Racing Board  
1010 Hurley Way, Suite 300  
Sacramento, CA 95825

Re: Rainbow Pick 6 and Mandatory Payout Day

Scott,

This letter is in regards to Pacific Racing Association's ("PRA") "Application for License to Conduct a Horse Racing Meeting" for the time period of December 22, 2021 through June 14, 2022 (the "Race Meet Application").

As specified in the Race Meet Application, PRA wishes to use ARCI 004-105(G)(2)(g) to govern the payout of our Pick 6.

**Definition of Unique**

Additionally, pursuant to ARCI 004-105(G)(2)(g), PRA is required to identify which definition under ARCI 004-105(G)(16)(b) PRA will use to identify a unique ticket. PRA requests that a combination of the two definitions to define unique be used. Specifically, PRA wishes "unique" to be defined as:

"1) The total amount wagered on one and only one winning combination selecting the first-place finisher in each of the Pick (n) contests, based up on the official order of finish, is equal to the minimum allowable wager, 2) there is more than one combination selecting the first-place finisher in each of the Pick (n) Contests equal to the minimum allowable wager and all such winning combinations are on one ticket that has a unique serial number assigned by the tote company that issued the ticket and the multiple winning combinations is solely a result of a wagering interest being scratched and replaced with the post time favorite; 3) there is more than one combination selecting the first-place finisher in each of the Pick (n) contests equal to the minimum allowable wager and all such winning combinations are on one ticket that has a unique serial number assigned by the tote company that issued the ticket and the multiple winning combinations is solely a result of a dead heat; 4) there is more than one combination selecting the first-place finisher in each of the Pick (n) contests equal to the minimum allowable wager and all such winning combinations are on one ticket that has a unique serial number assigned by the tote company that issued the ticket and the multiple winning combinations is solely a result of there is a surface change after the Pick 6 pool has closed and as a result the race is a "Win All"; or 5) there is more than one combination selecting the first-place finisher in each of the Pick (n) contests equal to the minimum allowable wager and all such winning combinations are on one ticket that has a unique serial number assigned by the tote company that issued the ticket and the multiple winning combinations is solely a result of some combination of (2), (3), and (4) above."

If our proposed definition of unique is not approved, we will use ARCI 004-105(G)(16)(b)(i) to define "unique."

Each day that there is no unique ticket, 70% will be paid out as the minor share to ticketholders which correctly selected the most first place finishers in the Pick(n) contests and 30% will be carried over to the major share (i.e. unique share).

### Late Surface Change

Pursuant to ARCI 004-105(G)(6)-(7), on any day in which there is a surface change after the Pick 6 pool closes, "the net pool shall be distributed as a single price pool to those whose selection finished first in the greatest number of Pick (n) contests for that performance. Such distribution shall include the portion ordinarily retained for the Pick (n) carryover but not the carryover from previous performances."

PRA requests that on any day in which there is a surface change after the Pick 6 pool has closed, with respect to the race(s) with a changed surface, the changed leg(s), i.e. the race(s) that had the surface change, are declared a "Win All," not a "no contest."

PRA also requests that on any day in which there is a surface change after the Pick 6 pool has closed, the following payout distribution method be used: the payout distribution method as provided for in ARCI 004-105(G)(2)(g) if there is a unique ticket and if there is not a unique ticket, the entire day's net pool be paid to ticketholders which correctly selected the most first place finishers in the Pick(n) contests. In other words, PRA is requesting that on any day in which there is a surface change after the Pick 6 pool has closed, the payout will be treated the same way it is on all other days during the license period if there is a unique winning ticket. If there is no unique winning ticket, the day's major share (unique share) will be added to day's minor share. On days in which there is a surface change after the Pick 6 pool has closed, the unique jackpot carryover can be paid out, however, it cannot grow.

If there is a surface change after the Pick 6 pool closes on a mandatory payout date, the day's net pool and any carryover will be divided among the ticket holders that correctly selected the greatest number of first-place finishers.

PRA requests these modifications be approved as part of its license application.

Sincerely,



Eric Sindler

Golden Gate Fields Wagering Menu and Information

W/P/S	Parlay	Exacta	Trifecta	Superfecta	DD	Pick 3	PNP 4	E PNP 5	L PNP 5	PNP 6	Pentafecta
1	X	X	X	X	X	X		X			X
2	X	X	X	X	X	X	X			*	X
3	X	X	X	X	X	X			*	*	X
4	X	X	X	X	X	X	*		*	*	X
5	X	X	X	X	X	X	*		*	*	X
6	X	X	X	X	X	*	*		*	*	X
7	X	X	X	X	*	*	*		*	*	X
8	X	X	X	X	*	*	*		*	*	X
9	X	X	X	X	*	*	*		*	*	X
10	X	X	X	X	*	*	*		*	*	X
11	X	X	X	X	*	*	*		*	*	X
12	X	X	X	X							X

\*When applicable

Wager	Rule	Takeout	Minimum Wager Amount and other Information
Parlay	CHRB 1954.1	15.43%	\$2 Win, Place, and Show parlay is available on every eligible race. The wager must combine at least two but not more than six races.
Exacta	CHRB 1959	22.68%	\$1 Exacta on all eligible races.
Trifecta	CHRB 1979	23.68%	\$.50 Trifecta on all eligible races.
Superfecta	CHRB 1979.1	23.68%	\$.10 Superfecta on all eligible races.
Daily Double (DD)	CHRB 1957	20.00%	\$2 Daily Double.
Pick 3	CHRB 1977	23.68%	\$.50 Pick 3.
PNP4 (Pick 4)	CHRB 1976.9	23.68%	\$.50 Pick 4 on races 2-5 and last four races; No consolation; 100% payout; Alternate runner provision.
Early PNP5 (Early Pick 5)	CHRB 1976.9	14.00%	\$.50 Pick 5 on first five races; 100% payout to all tickets selecting five winners; No consolation; 100% carryover to next day's Early Pick 5 if no ticket has five winners; Alternate runner provision.
Late PNP5 (Late Pick 5)	CHRB 1976.9	23.68%	\$.50 Pick 5 on last five races; 100% payout to all tickets selecting five winners; No consolation; 100% carryover to next day's Late Pick 5 if no ticket has five winners; Alternate runner provision.
PNP6 (Pick 6)	ARCI 004-105(G)(2)(g) <sup>1</sup> ; ARCI 004-105(G)(16)(b)(i) <sup>2</sup>	23.68%	\$.20 Pick 6 on the last six races each day. If no unique ticket, 70% will be paid to the minor pool and the 30% will be added to the major pool carryover.
Pentafecta (Super High 5)	ARCI 004-105(X)(4)	23.68%	\$1 Super High 5 on all races that have 7 or more declared starters; 100% payout on all tickets selecting five winners; No consolation; 100% carryover to next race (including to the next race day, if applicable).

<sup>1</sup> We request that Commission allow patrons to select an alternate wagering interest in any of the Pick (n) contests in the event their selected wagering interest is scratched.

<sup>2</sup> Only if the request made in the letter dated September 24, 2021 is denied.

**NYRABets**  
**BetAmerica**

B. Attach a copy of the agreement/contracts with each ADW provider to be used for this race meeting.  
**On file with the Board.**

C. Have the contract/agreements been approved by the respective horsemen's groups?

Yes  No

If yes, attach a copy of the approval. **Will be forwarded to the board upon receipt.**

If no, explain the status of the approval.

**NOTICE TO APPLICANT:** Pursuant to Business and Professions Code section 19604, ADW providers may accept wagers on races conducted in California from a resident of California if: 1) the ADW provider is licensed by the Board; 2) a written agreement allowing those wagers exists with the racing association or fair conducting the races on which the wagers are made; 3) the agreement shall have been approved in writing by the horsemen's organization responsible for negotiating purse agreements for the breed on which the wagers are made. ADW providers may accept wagers on races conducted outside of California from a resident of California if: 1) the ADW provider is licensed by the Board; 2) there is a hub agreement between the ADW provider and one or both of (i) one or more racing associations or fairs that together conduct no fewer than five weeks of live racing on the breed on which wagering is conducted during the calendar year during which the wagers are placed and (ii) the horsemen's organization responsible for negotiating purse agreements for the breed on which wagering is conducted.

## 12. SIMULCAST WAGERING PROGRAM

A. Simulcast organization engaged by the association to conduct simulcast wagering: **N/A**

B. Attach the agreement between the association and simulcast organization permitting the organization to use the association's live audiovisual signal for wagering purposes and providing access to its totalizator for the purpose of combining on-track and off-track pari-mutuel pools. **N/A**

C. California simulcast facilities the association proposes to offer its live audiovisual signal:  
**Southern California – See Attached**  
**Northern California – Pursuant to agreement with CARF and pursuant to agreement with Sonoma County Fair**

D. Out-of-state wagering systems the association proposes to offer its live audiovisual signal:  
**Attached**

E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the association:  
**Attached**

F. California mini-simulcast facilities the association proposes to offer its live audiovisual signal:  
**Attached**

G. For **THOROUGHBRED** racing associations, list the host track from which the association proposes to import out-of-state and/or out-of-country thoroughbred races. Include the dates imported races will be held, and whether or not a full card will be accepted. If the full card will not be imported, state "selected feature and/or stakes races": **Attached.**

**NOTICE TO APPLICANT:** Business and Professions Code section 19596.2(a) stipulates that on days when live thoroughbred or fair racing is being conducted in the state, the number of thoroughbred races which may be imported by an association or fair during the calendar period the association or fair is conducting its racing meeting cannot exceed a combined daily total of 50 imported thoroughbred races statewide. The limitation of 50 imported thoroughbred races per day statewide does not apply to those races specified in Business and Professions Code section 19596.2(a)(1), (2), (3) and (4).



December 3, 2021

Mr. Eric Sindler  
Santa Anita Racetrack  
285 W. Huntington Dr.  
Arcadia, CA 91007

RE: Golden Gate Fields (PRA) 2021-22 Winter-Spring Race Meeting ADW Approvals

Dear Eric,

Pursuant to the Interstate Horseracing Act and applicable California law, the Thoroughbred Owners of California (TOC) agrees to the use of Golden Gate Fields (PRA) race signals under the terms and conditions set forth below.

Pursuant to Section 29, Intrastate Advance Deposit Wagering (“ADW”) of the Race Meet Agreement between TOC and PRA, and the Geo-Location Agreement (Exhibit A) between TOC and each ADW provider, PRA shall be permitted to transmit race signal to California-licensed ADW providers TVG, XpressBet, TwinSpire, NYRA, BetAmerica, and Watch and Wager to accept wagers on PRA and other Thoroughbred races during the 2021-22 Winter-Spring race meeting, December 22, 2021 through June 14, 2022, as follows:

**1. California wagering on PRA races:**

- a. TVG, XpressBet, TwinSpire, and NYRA may deduct a Hub Fee of █% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- b. BetAmerica may deduct a Hub Fee of █% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- c. Watch and Wager may deduct a Hub Fee of █% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- d. TVG, XpressBet, TwinSpire, NYRA, BetAmerica, and Watch and Wager may deduct a Hub Fee of █% of gross handle for ADW wagers accepted by California residents located within the enclosure of a Thoroughbred racetrack or fair on days when they are running live race meets, as more fully set forth in Exhibit A.
- e. For all wagers identified in sections 1.a.-c. above, the remainder of the takeout shall be distributed in conformity with the Market Access Fee provisions of California law (Section 19604 et seq).

**2. California wagering on out-of-state Thoroughbred races:**

- a. TVG, XpressBet, TwinSpire, and NYRA may deduct a Hub Fee of █% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- b. BetAmerica may deduct a Hub Fee of █% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- c. Watch and Wager may deduct a Hub Fee of █% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- d. TVG, XpressBet, TwinSpire, NYRA, BetAmerica, and Watch and Wager may deduct a Hub Fee of █% of gross handle for ADW wagers accepted by California residents located within the enclosure of a Thoroughbred racetrack or fair on days when they are running live race meets, as more fully set forth in Exhibit A.
- e. For all wagers identified in sections 2.a.-c. above, the remainder of the takeout shall be distributed in conformity with the Market Access Fee provisions of California law (Section 19604 et seq).

**3. Out-of-state wagering on PRA races:**

- a. TVG, XpressBet, TwinSpire and NYRA shall pay a Host Fee of no less than █% of gross out-of-state handle wagered by out-of-state account holders, plus a █% California Purse Fee per SB 1072.
- b. BetAmerica and Watch and Wager shall pay a Host Fee of no less than █% of takeout (which includes a █% California purse fee per SB 1072) of gross out-of-state handle wagered by out-of-state account holders.

This agreement in no way binds TOC to the same terms and conditions with respect to future race meetings. TOC's authorization shall not serve, nor should it be construed as, a precedent to future requests for permission to transmit race signals, and facilitate wagering on those signals, to the ADW providers specified herein or to any other ADW provider. TOC reserves the right to cancel or withdraw its authorization for any ADW provider, at any time, upon 48 hours written notice. These terms and conditions are subject to receipt by TOC of written confirmation of these terms, signed by authorized representatives of TVG, Xpressbet, TwinSpire, NYRA, Watch and Wager, and BetAmerica.

Very truly yours,



Greg Avioli, President & CEO

cc: Tom Varela, Scott Cheney

## Pari-Mutuel Satellite Supervisor Contact List - Day Meets

### Southern California Locations:

Location	<b>Bakersfield-Firehouse</b>	Location	<b>Sammy's Original</b>
Address	7701 White Lane	Address	23221 Lake Center Drive
City	Bakersfield, CA 93307	City	Lake Forest, CA 92630
Location	<b>Cabazon-Fantasy Springs Casino</b>	Location	<b>Santa Anita</b>
Address	84-245 Indio Springs Drive	Address	285 W. Huntington Drive
City	Indio, CA 92201	City	Arcadia, CA 91007
Location	<b>Commerce Casino Racebook</b>	Location	<b>Santa Clarita</b>
Address	6131 East Telegraph Road	Address	21615 W. Soledad Canyon Road
City	Commerce, CA 90040	City	Saugus, CA 91350
Location	<b>Fairplex Park</b>	Location	<b>Surfside Race Place at Del Mar</b>
Address	2201 North White Avenue	Address	2260 Jimmy Durante Blvd
City	Pomona, CA 91768	City	Del Mar, CA 92014
Location	<b>Hollywood Park</b>	Location	<b>Thousand Oaks -Tilted Kilt</b>
Address	3383 W. Century Blvd.	Address	1345 E. Thousand Oaks Blvd.
City	Inglewood, CA 90303	City	Thousand Oaks, CA 91360
Location	<b>Lake Elsinore Hotel &amp; Casino</b>	Location	<b>Ventura-The Derby Club</b>
Address	20930 Malaga Road	Address	10 West Harbor Blvd.
City	Lake Elsinore, CA 92530	City	Ventura, CA 93001
Location	<b>Lake Perris-Sports Pavillion at The Farmer's Fair</b>	Location	<b>Victorville-San Bernardino Fair Sports Pavilion</b>
Address	18700 Lake Perris Drive	Address	14800 7th Street
City	Perris, CA 92571	City	Victorville, CA 92395
Location	<b>Lancaster-Watch and Wager, Antelope Valley Fair</b>	Location	<b>Viejas Casino &amp; Turf Club</b>
Address	2551 West Avenue - H	Address	5000 Willows Road
City	Lancaster, CA 93536	City	Alpine, CA 91901
Location	<b>Los Alamitos</b>	Location	<b>Pechanga Resort and Casino</b>
Address	4961 Katella Avenue	Address	45000 Pechanga Pkwy
City	Los Alamitos, CA 90720	City	Temecula, CA 92592
Location	<b>National Orange Show-Sports Show</b>	Location	<b>The Derby Room at Glen Arden Club</b>
Address	930 South Arrowhead Avenue	Address	357 Arden Avenue
City	San Bernardino, CA 92408	City	Glendale, CA 91203
Location	<b>OC Tavern Sports Bar and Grill</b>		
Address	2369 S. El Camino Real		
City	San Clemente, CA 92672		

**Commingled Locations**

**Exhibit 12D/E**

AmWest Entertainment	Ellis Park	Maronas (Uruguay)	Scarborough Downs
Amwest Accounts	Emerald Downs	Maryland Jockey Club	Scarlet Pearl Casino (MS)
Caribbean locations	Evangeline Downs	Meadowlands (NJ)	Scioto Downs
Couer D'Alene Casino (ID)	Fair Grounds	Meadows The	Seabrook Greyhound
Triple Crown (SD)	Fair Grounds ADW	Meadows The (ADW) - PA regional	Seabrook Greyhound ADW
Arapahoe-Mile High	Fair Meadows	Miami Valley Gaming & Racing	Southland Greyhound
Arima Race Club	Favorites at Gloucester (NJ)	Mobile Greyhound	State Fair (Lincoln, NE)
Arlington I	Finger Lakes	Monmouth Park (NJ)	Suaposta (Brazil) ADW
Banger Raceway	Finger Lakes ADW	Montana OTB	Suffolk District OTB
Batavia	Fonner Park	Monticello	Suffolk Downs
Belterra Park	Freehold (NJ)	Mountaineer Park	Sunland Park
BetAmerica	Gillespie County Fair	Nassau Regional OTB	SunRay Park & Casino
Beau Rivage Casino (MS)	Global Wagering Group	Nevada Pari-Mutuel Assoc.	Tampa Bay Downs
Birmingham Greyhound	Global Wagering Solutions	Newport Jai Alai	Taunton ADW
Borgata Casino (NJ)	Betson, OneXTwo, German Tote	New Jersey ADW (4NJBets)	Taunton Dog Track Inc.
Buffalo Raceway	Racebets, Sportech Netherlands,	New Palace Casino (MS)	The Downs at Albuquerque
Canterbury Park	Magna Bet, Pferdewetten, Dantoto	Northfield Park	Thisledown
Capital District OTB	Bet365, Ladbrokes Coral	Cedar Downs OTB	Tioga Downs
Catskills OTB	Gold Strike Casino (MS)	Northville Downs	Tri-State GH (Mardi Gras)
Charles Town Race Course	Grants Pass (& Oregon OTB's)	NYRA	Turf del Norte (Mexico)
Churchill Downs	Greenetrack	NYRA ADW	Turf del Norte - Tribeca (D. R.)
Colonial Downs	Greyhound at Post Falls	Oaklawn Park	Turf Paradise
Columbus Raceway	Gulfstream Park	Oaklawn Park ADW	Turfway Park
Connecticut OTB	Harrah's Philadelphia (Chester)	Ocean Downs	TVG
Bradley Teletheater, Bristol	Harrington Raceway	Panama	TVG High Volume
New Britain, Norwalk, Milford	HarringtonBets ADW (DE regional)	PariBet ADW	Twin River Greyhound
East Haven, Hartford, Putnam	Hawthorne Race Course	PariBet OTB (North Dakota)	TwinSpres
Shoreline Star, Sports Haven	Hawthorne ADW	PARX	TwinSpres High Volume
Torrington, Waterbury	Hoosier Park	PARX ADW	Velocity Wagering Ltd.
Manchester, New London	Horseman's Park	Penn National	Venezuela OTB
Willimantic, Sanford OTB	Hill)	Penn National ADW	Vernon Downs
John Marlin's Manor Restaurant	Idabet	Peru	WatchandWager ADW
Connecticut OTB ADW	Indiana Downs	Phumelela	Western OTB
Coushatta Casino	Clarksville/Evansville OTB	Plainridge Race Course	Wheeling Downs
Paragon Casino	Intermountain Racing	Plainridge ADW	Will Rogers Downs
Ho-Chunk Casino	Jockey Club Brasilia	Player Management Group	Wyoming OTB
Mohegan Sun Casino	Keeneland	Pocono Downs ADW	Wyoming Downs
Onelda Bingo and Casino	Keeneland Select ADW	Pocono Downs/OTB	XpressBet
Pony Bar Simulcast Center	Kentucky Downs	Potawatomi Casino/ OTB	Yonkers Raceway
Tote Investment Racing	Kentucky OTB	Prairie Meadows	Yonkers ADW (EmpireCityBets)
Randall James Racetrack	Lewiston OTB's	Premier Gateway International	Youbet Group 1
Millenium Racing	Len Games	Premier Turf Club	Zia Park
Royal Beach Casino	Chips Lounge/Rumors OTB	Presque Isle	123Gaming
Divl Carina Bay Casino	Howard Johnsons OTB	Remington Park	
Winner's Circle	Skydancer Casino OTB	Remington OTB Network	<b>Separate Pool Locations</b>
Corpus Christ Greyhound	X the Spot (Virgin Islands)	Retama Park	Camarero (Puerto Rico)
Dayton Raceway	Offtrackbetting ADW	Racing & Gaming Services	Caymanas (Jamaica)
Delaware Park	Lone Star	Ruidoso Downs	Chile
Delta Downs	Louisiana Downs	Running Aces Harness Park	Codere (Mexico)
Dover Downs	LVDC	Sam Houston	MIR Books (Callente)
Dubuque (Iowa Greyhound)	Atlantis Paradise Casino	Valley Greyhound Park	NDS Books (Nevada)
Wild Rose OTB's	Buffalo Thunder Resort	Saratoga Harness Raceway	Suaposta (Brazil) ADW
Egg Harbor ITW (NJ)	Foxwoods Resort Casino	Saratoga Bets (ADW)	Tabcorp (Australia)
Elite Turf Club	Mahoning Valley		XB (GWS)

**Canadian Locations**

Assiniboia, Century Downs, Century Mile, Charlottetown, Clinton Teletheatre, Dresden, Elmira Raceway, Evergreen Park, Flamboro Downs, Fraser Downs, Fort Erie, Fredericton Raceway, Georgian Downs, Grand River, Hanover Raceway, Hastings Park, Hlawatha, Hipodrome de Quebec, Kawartha Downs, Marquis Downs, Mohawk, Northside Downs, Picov Downs, Rideau Carlton, Rocky Mountain Turf Club, Sudbury Downs, Summerside, TBC Teletheatres, Track On 2, Truro Raceway, Western Fair, Woodbine, Xpressbet Southern Alberta

2022 Import Tracks	
Arlington	Lone Star
Assiniboia	Louisiana Downs
Australia Racing	Mahoning Valley
Belterra	Monmouth Park
Canterbury	Mountaineer Park
Century Downs	Northlands
Century Mile	NYRA - Aqueduct, Belmont, Saratoga
Charles Town	Oaklawn Park
Churchill Downs	Parx (Philly Park)
Delaware Park	Penn National
Delta Downs	Pimlico
Downs at Albuquerque	Prairie Meadows
Ellis Park	Presque Isle
Emerald Downs	Retama Park
Evangeline Downs	South America Racing
Fair Grounds	Sunland Park
Fort Erie	Sunray Park
Gulfstream Park	Tampa Bay Downs
Gulfstream Park West	Thistledown
Hastings Park	Turf Paradise
Hawthorne	Turfway Park
Indiana Grand	United Kingdom
Keeneland	Woodbine
Kentucky Downs	Zia Park
Laurel Park	Hong Kong

**THOROUGHBRED SIMULCAST RACES TO BE IMPORTED**

Name of Host Track      Race Dates      Full Card or Selected Feature and/or Stakes Races

- H. For **QUARTER HORSE** racing associations, list the host track from which the association proposes to import out-of-state and/or out-of-country quarter horse races. Include the dates imported races will be held, and whether or not a full card will be accepted. If the full card will not be imported, state “selected feature and/or stakes races”:

**QUARTER HORSE SIMULCAST RACES TO BE IMPORTED**

Name of Host Track      Race Dates      Full Card or Selected Feature and/or Stakes Races

**Los Alamitos      Per CHRB calendar Full Card**

- I. For **STANDARD BRED** racing associations, list the host tracks from which the association proposes to import out-of-state and/or out-of-country harness races. Include the dates imported races will be held, and whether or not a full card will be accepted. If the full card will not be imported, state “selected feature and/or stakes races”:

**HARNESS SIMULCAST RACES TO BE IMPORTED**

Name of Host Track      Race Dates      Full Card or Selected Feature and/or Stakes Races

**None.**

- J. For **ALL** racing associations, list imported simulcast races the association plans to receive which use breeds other than the breed of the majority of horses racing at its live horse racing meeting. Include the name of the host track, the dates imported races will be held, and how many races will be imported:

**OTHER BREED SIMULCAST RACES TO BE IMPORTED**

Name of Host Track      Breed of Horse      Race Dates      Number of Races to be Imported

**None**

- K. For **ALL** racing associations, if any out-of-state or out-of-country races will commence outside of the time constraints set forth in Business and Professions Code sections 19596.2 and 19596.3, attach a copy showing the agreement by the appropriate racing association(s). **While we have completed the negotiations with the Hong Kong Jockey Club to import their races, we are still analyzing the viability of importing their races given the current situation. If PRA chooses to import the races from the Hong Kong Jockey Club, we will work with the appropriate racing associations pursuant to Business and Professions Code Section 19596.3 to get the necessary agreement. PRA will not commence importing these races without first obtaining the necessary agreement and submitting it to the Board.**

**NOTICE TO APPLICANT:** All interstate wagering to be conducted by an association is subject to the provisions of Title 15, United States Codes, which require specific written approval of the CHRB and of the racing commission having jurisdiction in the out-of-state venue. All international wagering to be conducted by an association is subject to the provision of Business and Professions Code sections 19596, 19596.1, 19596.2, 19596.3, 19601, 19602, and 19616.1, and will require specific written approval of the CHRB.

Every association shall pay over to the simulcast organization within 3 calendar days following the closing of wagering for any day or night racing program, or upon receipt of the proceeds, such amounts that are retained from off-track simulcast wagering, interstate and out-of-state wagering, and which are obligated by statute for guest commissions, simulcast operator's expenses and promotions, equine research, local government in-lieu taxes, and stabling and vanning deductions. Every association shall pay to its Paymaster of Purses' account within 3 calendar days following the closing of wagering for each day or night racing program, or upon receipt of the proceeds, such amounts that are retained or obligated from off-track simulcast wagering, interstate and out-of-state wagering for purses, breeders' awards or other benefits to horsemen. (See Notice to Applicant, Section 7.)

**13. CHARITY RACING DAYS**

- A. Name and address of the distributing agent (charity foundation) for the net proceeds from charity racing days held by the association: **Pacific Racing Association, 1100 Eastshore Hwy, Berkeley, CA 94710 is agent for distribution**
- B. Names and addresses of the trustees or directors of the distributing agent: **Pacific Racing Association, 1100 Eastshore Hwy, Berkeley, CA 94710 will act as its own distributing agent**
- C. Dates the association will conduct races as charity racing days OR:
- D. Will the association pay the distributing agent an amount equal to the maximum required under B&P Code Section 19550(b)? Yes

**NOTICE TO APPLICANT:** Net proceeds from charity racing days shall be paid to the designated and approved distributing agent within 180 days following the conclusion of the association's race meeting in accordance with the provisions of Business and Professions Code section 19555. Thereafter, the distributing agent shall distribute not less than 90% of the aggregate proceeds from such charity racing days within 12 calendar months after the last day of the meeting during which the charity racing days were conducted and shall distribute the remaining funds as soon thereafter as is practicable. At least 50% of the distribution shall be made to charities associated with the horse racing industry in accordance with the provisions of Business and Professions Code section 19556(b) and (c).

**14. RACING OFFICIALS, OFFICIALS, AND OFFICIATING EQUIPMENT**

- A. Racing officials nominated:
- |                                  |   |
|----------------------------------|---|
| Association Veterinarian(s)      | <b>Casille Batten D.V.M</b><br><b>Ashton Cloninger, D.M.V.</b><br><b>Michael Parker, D.M.V.</b><br><b>Karen Hassan, D.M.V., DAVCS</b> |
| Clerk of Scales                  | <b>Ken Sjoldal</b>  |
| Assistant Clerk of Scales        | <b>Kenneth Fowler</b>   |
| Clerk of the Course              | <b>Tina Walker-Bryant</b>   |
| Placing Judge/Stakes Coordinator | <b>Lisa Jones</b>   |
| Horse Identifier                 | <b>Darrell Sparks</b>   |
| Horseshoe Inspector              | <b>Agustin Rayas</b>  |
| Paddock Judge                    | <b>Linda Anderson</b>   |
| Patrol Judge/Steward's Aide      | <b>Kenneth Fowler</b>   |
| Placing Judge/Film Analyst       | <b>Lisa Wilkerson</b>   |
| Patrol Judge/Placing Judge       | <b>Jerry Stone</b>  |
| Starter                          | <b>Todd Stephens</b>  |
| Timer                            | <b>Jelina Pike</b>  |
- B. Management officials in the racing department:
- |                                      |  |
|--------------------------------------|--|
| Director of Racing                   | <b>Patrick Mackey</b>                        |
| Racing Secretary                     | <b>Patrick Mackey</b>                        |
| Assistant Racing Secretary           | <b>Steve Martinelli &amp; Linda Anderson</b> |
| Paymaster of Purses                  | <b>Claudia Dominguez</b>                     |
| Others (identify by name and title)  |  |
| Main Track Superintendent            | <b>Juan Meza</b>                             |
| Turf Track Superintendent            | <b>Hugo Sandoval</b>                         |
| Price Maker                          | <b>Steve Martinelli</b>                      |
| Stable Superintendent                | <b>Carrie Fawcett</b>                        |
| Steward's Secretary/Horsemen Liaison | <b>Devon Dunham</b>                          |

- C. Name, address, email and telephone number of the reporter employed to record and prepare transcripts of hearings conducted by the stewards: **Christine Niccoli  
Niccoli Reporting Service, 619 Pilgrim Drive, Foster City, CA 94404-1707, (650) 573-9339**
- D. Photographic device to be used for photographing the finish of all races, name of the person supplying the service, and expiration date of the service contract: **Plusmic Corp., USA, Bill O'Brien, Expires: December 31, 2021.**
- E. Photo patrol video equipment to be used to record all races, name of the person supplying the service, and expiration date of the service contract. Specify the number and location of cameras for dirt and turf tracks. **Pegasus Communications, Inc., Jim Porep, Jr., System maintained in house, broadcasting in High Definition (HD) on March 17, 2016; Contract valid through the end of the meet.**
- F. Type of electronic timing device to be used for the timing of all races, name of the person supplying the service, and expiration date of the service contract: **GPS timing system; Axcis Information Network, Inc., dba TrackMaster, an Equibase Company; expires December 31, 2021.**

## 15. SECURITY CONTROLS

- A. Name and title of the person responsible for security controls on the premises. Include an organizational chart of the security department and a list of the names of security personnel and contact telephone numbers.  
**William Rizzuto Assistant General Manager (responsible for security on-site)  
Security Department organizational attached  
Security Department phone number (510) 559-7370  
Stable Security phone number (510) 542-4235 or (510) 559-7525  
William Rizzuto cell phone number (775) 846-8484**
- B. Estimated number of security guards, gatemen, patrolmen or others to be engaged in security tasks on a regular full-time basis: **34**
  - 1 – Assistant General Manager      7 – Security Corporals/Guards**
  - 2 – Security Lieutenant              8 – Stable Security Officers**
  - 3 – Security Sergeants                5 – Stable Gate Personnel**
  - 1 – Stable Security Sergeant        5 – Fire Guards**
  - 1 – Fire Guard Lieutenant**
  - 1. Attach a written plan for enhanced security for graded stakes races, and races of \$100,000 or more, to include the number of security guards in the restricted areas during a 24-hour period and a plan for detention stalls. **N/A**
  - 2. Detention Stalls:
    - A. Attach a plan for use of graded stakes or overnight races.  
**6 hour surveillance prior to race in Graded Stakes with purses of \$100,000 or over 24 hour surveillance in detention barn for Trainers with high-test results and repeat offenders.**
    - B. Number of security guards in the detention stall area during a 24-hour period.  
**Four Security Guards**

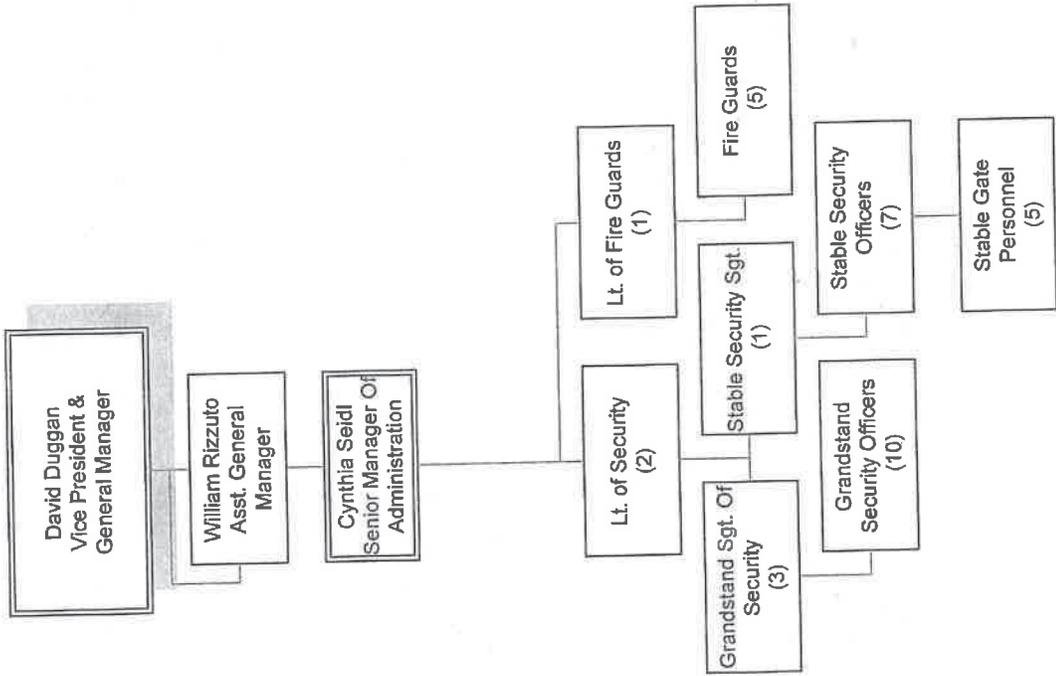
**Attachment to PRA / Golden Gate Fields License Application  
14 (E):**

Track Camera Equipment:

There are a total of ten (10) high definition (HD) cameras placed at the following strategic locations around the race track:

7/8 Pole  
3/8 Pole  
1/4 Pole  
Paddock  
Paddock (Gliding)  
(2) Pan Cameras on Roof  
Jib camera in Paddock  
Starting Gate (Robo)  
Parking Lot (Robo-scenic)

**PACIFIC RACING ASSN / GOLDEN GATE FIELDS  
 SECURITY DEPARTMENT ORGANIZATIONAL CHART  
 ATTACHMENT 15A**



## **Attachment to PRA / Golden Gate Fields License Application**

15B (1) and 15B (2):

### **SECURITY CONTROLS**

#### Graded Stakes and Races of \$100,000 or more

The following procedures have been put in place at Golden Gate Fields to ensure that proper security surveillance guidelines for races of \$100,000 or more are followed:

- Carrie Fawcett, Stable Superintendent, provides a list of starters to William Camilo Lopez Security Lieutenant which includes the following information:
  1. Name of horse
  2. Name of trainer
  3. Barn number
  4. Stall number
  
- Supplemental security staff, provided by a licensed security contractor and licensed by the CHRB, are called in the morning of the race to meet with the Stable Security Lieutenant for the following instruction:
  - A. An overview of the race track operating procedures
  - B. A briefing of their duties throughout the day
  - C. All guards are asked to sign out for their specific video camera
  - D. A form is provided by the CHRB to each guard which is to be signed by the attending veterinarian when administering medication to bleeders.
  - E. Each guard is given a video camera to record ALL activities involving individuals entering and exiting their assigned stall. Instruction is given to first record the posted number on the stall to confirm that the camera is directed at the assigned horse.
  - F. Instruction is given to monitor any and all suspicious activity and to contact Public Safety Director if and when suspicious activity occurs.
  - G. Guards are instructed to position themselves as close to the horse's stall without jeopardizing safety.
  - H. The horse and handler will be followed on foot by each guard to the receiving barn before the race.
  - I. After all horses are safely in the receiving barn, the guards are instructed to meet in the Security office with the Public Safety Director. The guards sign that they have returned their video camera and participate in a discussion of the day's surveillance activities.
  
- Surveillance videotapes are saved until all test results have received a negative result.
  
- There are 2 armed Security Guards on duty per 8 hour shift in the barn area within a 24 hour period and 2 additional armed Security Guards during live racing hours in the barn area which includes coverage for stakes races of \$100,000 or more.

- C. Describe number and location of surveillance cameras in detention stall area.  
**Entire surveillance camera system in the barn area has been upgraded by Geovision in June 2019 to include extended memory of 90 days. The camera equipment is connected to a digital recording system which is kept in a secured area with a power back-up in place. There are a total of 25+ cameras strategically place throughout the barn area.**

3. TCO2 Testing:

- A. Number of races to be tested, and number of horses entered in each race to be tested.  
**Will follow CHRB staff directives**
- B. Plan for enhanced surveillance for trainers with high-test results.  
**Contractual obligations with TOC, and CHRB directives will be followed**
- C. Plan for detention stalls for repeat offenders.  
**In compliance with our Race Meet Agreement with TOC and at the direction of the CHRB**
- D. Number of security personnel assigned to the TCO2 program.  
**As needed per the advice of CHRB staff**

C. Describe the electronic security system:

1. Location and number of video surveillance cameras for the detention stall and stable gate.  
**Entire surveillance camera system in the barn area has been upgraded by Geovision in June 2019 to include extended memory of 90 days. The camera equipment is connected to a digital recording system which is kept in a secured area with a power back-up in place. There are a total of 25+ cameras strategically placed throughout the barn area. Receiving Barn includes four (4) fixed cameras placed over designated stalls, one (1) 360° fish-eye camera in center of walking ring, and (2) fixed cameras outside on east side of Receiving Barn.**

D. For night racing associations. Describe emergency lighting system: **Not applicable**

## 16. EMERGENCY SERVICES

- A. Name, address and emergency telephone number of the ambulance service to be used during workouts and during racing:  
**Brad Winding Turf Rescue, LLC, 19615 Barclay Road, Castro Valley, CA 94546, (510) 581-8470**
1. Attach a certification from the ambulance service(s) listed in 16.A., certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.  
**Certification documentation attached – 1 Paramedic and 1 EMT (1A) ambulance staff**
- B. Name, address and emergency telephone number of the ambulance service to be used during workouts at auxiliary sites: **N/A**
1. Attach a certification from the ambulance service (s) listed in 16.B, certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.  
**N/A**

TURF RESCUE  
AMBULANCE SERVICE, LLC



April 20, 2021

California Horse Racing Board  
1010 Hurley Blvd., Suite 300  
Sacramento, CA 95825

RE: Turf Rescue, LLC, Licensed Personnel in 2021

To Whom It May Concern:

This is to inform you that Turf Rescue, LLC operations and procedures are well within the standard care Operating Procedures set forth by Alameda County E.M.S.

Turf Rescue, LLC employs only licensed Paramedics and Emergency Medical Technicians that meet and follow the licensing requirements for Alameda County E.M.S.

If you have any further questions, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Brad Winding". The ink is dark and the signature is fluid and legible.

Brad Winding, Owner  
Turf Rescue, LLC

Brad Winding, Owner  
Turf Rescue Ambulance Service, LLC  
1544 Winkle Drive, Chico, CA 95926  
Email: turfrescue@att.net  
H: (530) 896-1189  
C: (510) 813-8470

- C. Describe the on-track first aid facility, including equipment and medical staffing: **Attached**
- D. Name and emergency telephone number of the licensed physician on duty during the race meeting:  
**If quarter horse racing association sees D.1.:**  
**Dr. David Seftel**  
**Office Number: 510-559-7375, Cell Number: 650-520-6204**
1. Name address and emergency telephone number of hospital located within 1.5 miles of the racetrack, which whom an agreement is in place to provide emergency medical services, pursuant to Business and Professions Code section 19481.3(a): **N/A**
- E. Name, address and emergency telephone number of the hospital to be used for admittance and treatment of emergency injuries in the event of an on-track injury to a jockey:  
**Alta Bates Summit Medical Center, 2450 Ashby Ave., Berkeley, CA 94705, (510) 204-4444 or Alameda County Medical Center (Highland Hospital Trauma Center), 1411 East 31<sup>st</sup> Street, Oakland, CA 94602 (510) 437-4865**
- F. Attach, in English and Spanish, the emergency medical plan procedures that will be posted in each jockey's room to be used in the event of an on-track injury to a jockey: **Attached**
- G. Name of health and safety manager and assistant manager responsible for compliance of health and safety provisions pursuant to Business and Professions Code section 19481.3(d):  
**Roy Roenbeck, Director of Environmental, Health & Safety**  
**William Rizzuto, Facility Manager serves as Assistant Safety Manager**
- H. Attach a fire clearance from the fire authority having jurisdiction over the premises.  
- **Albany fire clearance letter attached valid through December 31, 2021**  
- **Berkeley Fire clearance letter issued September 22, 2020. Valid until next scheduled inspection**
- I. Name of the workers' compensation insurance carrier for the association and the number of the insurance policy (if self-insured, provide details): **Liberty Mutual Fire Insurance Co. WA2-B7D-170912-011 (policy no.)**
- J. Attach a Certificate of Insurance for workers' compensation coverage. The CHRB is to be named as a certificate holder and given not less than 10 days' notice of any cancellation or termination of insurance that secures the liability of the association for payment of workers' compensation.  
**Attached**

**NOTICE TO APPLICANT:** Every licensee conducting a horse racing meeting shall, pursuant to Business and Professions Code section 19481.3, maintain, staff, and supply an on-track first aid facility, that may be either permanent or mobile, and which shall be staffed and equipped as directed by the Board. A qualified and licensed physician shall be on duty at all times during live racing, except that this provision shall not apply to any quarter horse racing at the racetrack if there is a hospital situated no more than 1.5 miles from the racetrack and the racetrack has an agreement with the hospital to provide emergency medical services to jockeys and riders. An ambulance licensed to operate on public highways provided by the track shall be available at all times during live racing and shall be staffed by two emergency medical technicians licensed in accordance with Division 2.5 (commencing with Section 1797) of the Health and Safety Code, one of whom may be an Emergency Medical Technician Paramedic, as defined in section 1797.84 of the Health and Safety Code. (b) Each racing association and racing fair shall adopt and maintain an emergency medical plan detailing the procedures that shall be used in the event of an on-track injury. The plan shall be posted in each jockey room in English and Spanish. (c) Prior to every race meeting, the racing association or racing fair shall contact area hospitals to coordinate procedures for the rapid admittance and treatment of emergency injuries. (d) Each racing association or racing fair shall designate a health and safety manager and assistant manager, who shall be responsible for compliance with the provisions of this section and one of whom shall be on duty at all



# GOLDEN GATE FIELDS

## DESCRIPTION OF GGF MEDICAL CLINIC (LIVE RACING)

### Services (Mission)

- Pre-race examinations on jockeys;
- Preventive & curative medical services for jockeys;
- Urgent care facility for jockeys;
- Assist CHRB in assessment of any impaired individuals.

### Staffing

- Physician Medical Director (“Track Physician”).

### Equipment

- Advanced cardiac life support (ACLS) equipment;
- 12-Lead EKG;
- Lung function testing equipment;
- Ultrasound (for internal organ injury assessment);
- Blood work & hematology supplies & equipment;
- Basic surgical care supplies & equipment.

### Availability

- One-hour before first posted race until one-to-two hours following last posted race;
- Extended hours for necessary follow-up care and/or upon Request from track management or CHRB.

July 01, 2021

## **PACIFIC RACING ASSOCIATION/ GOLDEN GATE FIELDS RACE TRACK EMERGENCY MEDICAL PROTOCOL**

Golden Gate Fields has had a long term relationship with Turf Rescue Ambulance Service and track physician, Dr. David Seftel who both provide emergency medical care for jockeys and riders. Not only has Golden Gate Fields given superior medical service in emergency situations over the past 18 years with its current practices, we also have a Medical Clinic located in close proximity to the race track and the paddock and employ a track physician during live racing.

This report includes a historical synopsis of Golden Gate Fields emergency medical providers along with our long established Emergency Medical Protocol in order to illustrate the success that Golden Gate Fields has had in providing emergency care during morning training and live racing hours.

### **TURF RESCUE AMBULANCE SERVICE**

Turf Rescue Ambulance Service was established in February 2001 by owner and manager, Brad Winding after working at Golden Gate Fields since 1983 as a part-time EMT (1A) providing Basic Life Support (BLS) coverage in medical emergency situations for exercise riders and jockeys. Brad retired from the City of Albany Fire Department after 30 years of service and has continued a good working relationship with the City of Albany and nearby medical centers.

After the recommendation by the CHRB to include a Paramedic as part of the ambulance staff on a continual basis, Turf Rescue Ambulance Service provides Basic Life Support (BLS) coverage by staffing the Golden Gate Fields ambulance with one (1) licensed Paramedic and one (1) EMT IA on a daily basis. This combination of personnel follows the Alameda County Protocol for first responders while providing a high level of patient care. Also, Turf Rescue Ambulance Service employs one (1) Assistant Manager along with 17 part-time employees. The majority of Turf Rescue employees work full-time as professional fire fighters in local cities, agencies or ambulance service providers.

### **TURF RESCUE AMBULANCE STANDARD OPERATING PROCEDURES**

During live racing hours: The track ambulance is to respond to fallen jockeys and access their condition to determine if injuries are:

- Life Threatening - Requires immediate notification to the Albany Fire Department via cell phone and to Dr. David Seftel via radio transmission.

- Non-Life Threatening - Jockey/rider can be transported to the Jockey's Room or Medical Clinic, based upon the decision of the track physician. Following removal from the race track, the physician will determine the level of treatment on-site and the need for transport to a hospital for follow-up treatment. If the track physician is unavailable when responding to a fallen jockey, the Turf Rescue Ambulance personnel shall follow the same procedures as for life threatening injuries by calling the Albany Fire Department at 911.
- At no time is the ambulance to leave Golden Gate Fields for transport.

During morning training hours: For injuries to a jockey/rider during morning workouts, ambulance personnel shall take into consideration the degree of jockey/rider injuries. If transport is necessary, contact the Albany Fire Department for transport.

### **SHIFT PROCEDURES**

Turf Ambulance personnel are to be dressed and ready for work no later than 15 minutes before the shift start time. The first person to arrive at the race track is to pick up the radios and keys to the ambulance from the Main Stable Gate security office. Personnel must be positioned at the Horsemen's Cafe no less than five (5) minutes before the shift start.

## **TRAINING HOURS (A.M. SHIFT)**

PLACEMENT OF AMBULANCE: Horsemen's Cafe in barn area (close proximity to race track and Gap gate).

### **FALLEN JOCKEY/RIDER**

If there is a loose horse on the track, that indicates that the jockey/rider has fallen off his/her horse. The rotating red light above the clocking tower will be activated and there will be flashing lights along the inside rail of the race track to warn riders of an emergency situation.

During the morning shift, there will be two (2) Outriders on the track. If there is a fallen jockey/rider, Turf Rescue Ambulance personnel will be contacted by radio by one of the Outriders as to the location of the fallen jockey/rider. The ambulance will be driven from its stationary position at the Horsemen's Cafe in the Barn Area, which is in close proximity to the track, to the location of the fallen rider (if unsure, refer to map in the ambulance). Ambulance personnel will follow the direction of the Outrider on the track.

If necessary, contact the Albany Fire Department by using the provided ambulance cell phone. If the cell phone is inoperable, radio the Main Stable Gate and instruct them to call the Albany Fire Department. Ensure that Albany F.D. knows where to meet the track ambulance, i.e. Horsemen's Cafe, Corporation Yard, etc.

**A "FIRST RESPONDER FORM" MUST BE COMPLETED IMMEDIATELY FOLLOWING ANY RIDER/JOCKEY INJURY.**

## LIVE RACING (P.M. SHIFT)

**PLACEMENT OF AMBULANCE:** Turf Rescue Ambulance Service personnel picks up the daily program at the stable area Walk-In Gate or the Judge's Van to assist ambulance personnel with the placement of the ambulance on the race track for each race.

**FALLEN JOCKEY:** It is the responsibility of the ambulance passenger to watch the jockeys and the horses. It is the driver's responsibility to drive at a safe speed and distance behind the jockeys and horses during each race. The jockeys, when involved in an accident, will go down very fast so stay back approximately 35 to 45 yards. If a jockey falls down, contact Albany Fire Department and then notify Dr. Seftel by radio of and his/her condition immediately.

**CAUTION:** Watch for riders and horses coming back around the track. You have less than one (1) minute to move the jockey safely to the outside rail or under the inside rail. Keep the ambulance parked on the outside rail at all times, unless you know there is no danger of horses coming back around the track.

**NOTE:** The Chain of Command transfers to the Track Physician, Dr. Seftel once he arrives on the scene.

If a jockey refuses treatment, advise Track Physician, Dr. Seftel that you are returning the jockey to the Jockey's Room, then give the Doctor an updated patient assessment.

### **Golden Gate Fields Jockeys Medical Area Services (Dr. David Seftel)**

The track physician at Golden Gate Fields provides a comprehensive set of services **pre, intra and post** daily racing periods that serve to ensure the health and safety of jockeys working at our facility. This set of services has enabled Golden Gate Fields to ensure 100% jockey survival in the face of severe injury with the best possible long term outcomes.

#### **Pre-racing period**

1. The track physician examines and certifies jockeys as fit to ride on a daily basis.
2. The track physician examines and treats jockeys for all medical conditions within his scope of practice to ensure they are healthy and fit to ride.
3. Dietary advice and weight-maintenance counseling are provided on an ongoing basis. Follow-up to prior jockey injuries are made and coordination with Worker's Compensation providers is facilitated.
4. The track physician monitors activities both in the paddock area and during the post parade via television monitors or trackside, in concert with track security officers and the Stewards.
5. The physician is available on radio and personal cell phone at all times. During designated times, the track physician performs annual physical examinations that

include blood testing and drug testing as proscribed by the California Horse Racing Board.

6. If specialist care is required the track physician coordinates referrals and ensures follow-up. The track physician monitors environmental health in the jockey's room and other areas of jockey activity and makes recommendations to track management regarding any areas of concern.

### Intra-racing period

1. During the race the track physician closely observes the movement of all the riders either via multiple monitors in the medical clinic or trackside from an appropriate vantage point.
2. In the event of an accident the track physician proceeds directly to the scene as expeditiously as possible - either on foot or golf cart if the incident is within close range of the clinic or via the veterinary van that proceeds immediately to pick him up trackside.
3. At the scene of the accident the track physician leads the resuscitation and stabilization efforts assisted by the ambulance crew.
4. A preliminary assessment of severity and injury areas is dispatched to the Stewards via radio and the decision to summon outside ambulance services for transport to hospital is made.
5. Once stabilized, the jockey/s are transported to the trackside medical clinic where further care can be administered as required.
6. A portable kit containing all the required medicines and equipment for advanced life support measures is available in the ambulance and the same set of capabilities is available in the medical clinic.
7. Adrenaline, intravenous fluids, oxygen tanks and a defibrillator are available to manage respiratory and cardiac arrest.
8. Once outside ambulance services arrive at the clinic, the track physician gives report to the accepting team of paramedics, provides jockey demographics and insurance information and assists in preparing the jockey for transport to the appropriate hospital -Alameda County Medical Center in Oakland, CA.
9. Once the jockey/s are en-route to the hospital, the track physician makes a direct **physician-to-physician** call to the Attending Physician in Charge of the receiving hospital emergency room.
10. During this call the track physician provides a clear description of the mechanism of the accident, the velocity, his preliminary findings in the field and all steps taken in preparation to dispatch, in addition to pertinent past medical and surgical history, with a special emphasis on avoiding tests such as the use of contrast dyes in imaging studies like CT scans that might prove harmful to a particular jockey.
11. On arrival in the emergency room (ER), the track physician maintains contact with ER staff to ensure that expeditious and appropriate care is rendered and contacts and communicates with family members regarding status and plans for the injured party.
12. If outside referrals or consultations are required, the track physician facilitates these.
13. The track physician completes Worker's Compensation Form DWCI and the Doctors First Report of Injury and transmits these to the responsible parties in the emergency room as well as to the Worker's Compensation carrier.
14. The track physician provides report to the Board of Stewards and track management on the diagnosis and current status of injured jockeys.

**Post-racing period**

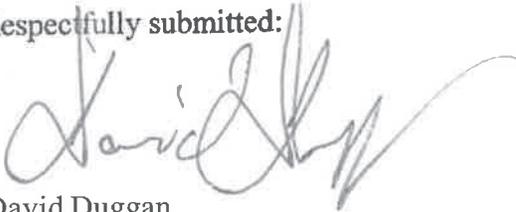
1. The track physician completes all medical reports and provides post-race care to jockeys who seek medical attention for any ancillary issues that arise during the race day.
2. Medical clinic supplies inventory and replenishing are performed.
3. In the case of severe jockey injury, the track physician proceeds to the emergency room responsible for care to evaluate and assist in care coordination, planning, decision making and communication with family members.

**Dr. Seftel's Recommendations for Optimal Jockey Trackside Care**

1. With regard to optimal accident responsiveness and care the best approach features trained professionals working in close collaboration with track security .
2. Ambulance crews should have at least one paramedic trained and skilled in advanced life support measures.
3. A portable kit containing all the required medications and equipment should be available on the ambulance and similar supplies should be available in the clinic.
4. Track medical and security personnel should perform drills on at least a 6 month basis to ensure that all skills are kept current and that all allied personnel are familiar with optimal policies and protocols.

Golden Gate Fields believes its long standing procedures using a BLS ambulance staffed with a Paramedic and an EMT (IA) combined with an on-site physician during live racing capable of providing advanced life support immediately after all accidents has consistently provided our jockeys with outstanding care.

Respectfully submitted:



David Duggan  
Vice President and General Manager  
Golden Gate Fields

## EMERGENCY MEDICAL PROCEDURES -MORNING TRAINING- FOR ON-TRACK INJURY TO JOCKEYS OR EXERCISE RIDERS

### "FIRST RESPONSE"

- In the event of an accident, the Outriders shall immediately contact the on-track GGF Human Ambulance using Radio Channel #1 ("Rider Down");  
*(or the accident may very well be witnessed directly by the Ambulance Crew);*
- The on-track GGF Human Ambulance (manned by GGF-contracted medical personnel) shall respond immediately to the site of the accident;
- The attending contracted medical personnel shall arrive equipped with advanced cardiac life support (ACLS) and other necessary acute medical treatment equipment & supplies;
- An "on-site evaluation" of injuries to the jockey(s) or exercise rider(s) shall be made by the attending contracted medical personnel.



### "ON-SITE EVALUATION"

- Based on the attending contracted medical personnel "on-site evaluation" of injuries, a decision shall be made to either treat the injured jockey(s) or exercise rider(s) on-site or to request emergency medical transport for off-site treatment at a hospital trauma center;
  - If on-site treatment is deemed sufficient, the GGF Human Ambulance shall provide the injured jockey(s) or exercise rider(s) with appropriate medical treatment; or,
  - If off-site treatment is deemed necessary, "911" shall be used to summon a City of Albany Fire Dept. ambulance *(a Fire Dept. truck shall also respond)*.



### "INJURY TREATMENT"

- If an injured jockey(s) is treated on-site:
  - the attending contracted medical personnel shall provide medical treatment until surrendering custody of the patient based on his/her medical judgment;
  - the Track Physician of the GGF Medical Clinic shall likewise be notified either via telephone or when arriving on-site (live race days only).
- If an exercise rider(s) is treated on-site:
  - the attending contracted medical personnel shall provide medical treatment until surrendering custody of the patient based on his/her medical judgment;
- If the City of Albany Fire Dept. ambulance is summoned to respond, the injured jockey(s) or exercise rider(s) shall be transferred to this ambulance at either of the two following locations for transport to a local hospital;
  - If the injuries are deemed less severe, the jockey(s) or exercise rider(s) will be transported by the GGF Human Ambulance to an off-track location for pick-up by the City of Albany Fire Dept. ambulance; or,
  - If the injuries are deemed severe and the jockey(s) or exercise rider(s) cannot be moved, the City of Albany Fire Dept. ambulance will be escorted by GGF security personnel directly onto the track for patient pickup.



### "POST INJURY ACTIVITIES"

- The incident must be reported immediately to the appropriate CHSA representative;
- In consultation with the attending contracted medical personnel, an "Accident/Injury Investigation Report" must be completed by track management following completion of the above-noted procedures.

*Should the GGF Human Ambulance need to leave the track premises, for whatever reason(s), all morning training must be delayed until a city-chartered or other substitute ambulance is on-site and available for on-track medical service.*

## PROCEDIMIENTOS MÉDICOS DE EMERGENCIA -ENTRENAMIENTO MATUTINO-

### PARA HERIDAS A JINETES O JINETES DE EJERCICIO EN LA PISTA

#### "PRIMEROS AUXILIOS"

- En caso de accidente, los paradores deberán contactarse de inmediato con la Ambulancia para pacientes humanos del Golden Gate Fields (GGF) a través del canal de radio n.º 1 (por "jinete caído") (o tal vez el equipo de la ambulancia presencia el accidente directamente);
- La Ambulancia del GGF (con personal médico contratado del GGF) deberá actuar de inmediato en el lugar del accidente;
- El personal médico contratado que asista deberá contar con conocimientos en soporte vital cardiovascular avanzado (SVCA) y demás equipos y suministros necesarios de tratamiento médico inmediato;
- Dicho personal llevará a cabo una "evaluación en el lugar" de las heridas del jinete o del jinete de ejercicio.



#### "EVALUACIÓN EN EL LUGAR"

- De acuerdo con la evaluación de las heridas que realice el personal médico contratado en el lugar, se tomará una decisión acerca de tratar al jinete o jinete de ejercicio herido en dicho lugar o bien solicitar un transporte médico para emergencias para llevar a cabo un tratamiento en un centro de traumatología;
  - Si se considera suficiente el tratamiento en el lugar, la Ambulancia del GGF deberá proporcionar el tratamiento médico correspondiente al jinete o jinete de ejercicio herido o
  - Si es necesario un tratamiento fuera del predio, se deberá utilizar el "911" para llamar una ambulancia del Departamento de Bomberos de la ciudad de Albany (también podrá actuar un camión del Departamento de Bomberos).



#### "TRATAMIENTO DE HERIDAS"

- Si se trata un jinete herido en el lugar:
  - el personal médico contratado que asista deberá proveer tratamiento médico hasta que derive al paciente de acuerdo con su criterio médico;
  - también se deberá notificar al médico de la pista de la Clínica Médica del GGF ya sea por vía telefónica o cuando llegue al lugar (únicamente los días de carreras).
- Si se trata un jinete de ejercicio en el lugar:
  - el personal médico contratado que asista deberá proveer tratamiento médico hasta derivar al paciente de acuerdo con su criterio médico;
- Si se llama a la ambulancia del Departamento de Bomberos de la ciudad de Albany para brindar atención, se trasladará al jinete o jinete de ejercicio herido en dicha ambulancia hasta una de las siguientes ubicaciones para trasladarlo a un hospital local;
  - Si las heridas se consideran poco graves, se trasladará al jinete o jinete de ejercicio en la Ambulancia del GGF fuera de la pista para que lo recoja la ambulancia del Departamento de Bomberos de la ciudad de Albany o
  - Si las heridas se consideran graves y no se pueden movilizar al jinete o jinete de ejercicio, el personal de seguridad del GGF escoltará la ambulancia del Departamento de Bomberos de la ciudad de Albany directamente hacia la pista para que recoja al paciente.



#### "ACTIVIDADES POSTERIORES A LAS HERIDAS"

- Se debe informar el incidente de inmediato al representante correspondiente de la Asociación de jinetes de California (CSHA, por su sigla en inglés);
- Con el asesoramiento del personal médico contratado que asista, la gerencia debe completar un "Informe de investigación de accidentes/ heridas" luego de que se completen los procedimientos que se apuntaron anteriormente.

# ALBANY CALIFORNIA

CITY OF ALBANY



**FIRE DEPARTMENT**  
1000 SAN PABLO AVENUE  
ALBANY, CA 94706  
510 528-5770

[www.AlbanyCA.org/fire](http://www.AlbanyCA.org/fire)

December 10, 2020

Roy Roenbeck  
Environmental Health & Safety Director  
Pacific Racing association/Golden Gate Fields  
1100 Eastshore Highway  
Albany California 94706

Mr. Roenbeck,

Fire inspector Thomas Peters from the City of Albany Fire Prevention Department together with Golden Gate Fields Prevention Supervisor conducted a Life and Safety inspection on December 10, 2020. Public areas within the Grandstand and the associated facilities were evaluated for preparation of the 2021 racing season. Clearance for the facility is granted for all aspects of your operation.

Please note that operations beyond the scope of normal racetrack activities may require additional inspections with additional fees.

Please feel free to contact our office with any questions.

Thomas Peters  
Fire Prevention Inspector

City of Albany  
1000 San Pablo Ave.  
Albany, CA 94706



Department of Fire and Emergency Services  
Division of Fire Prevention

September 22, 2020

Roy Roenbeck  
Environmental Health & Safety Director  
Pacific Racing Association/Golden Gate Fields  
1100 Eastshore Highway  
Berkeley, CA 94710  
Phone (510) 559-7300 (main office)  
Fax (510) 559-7465

Subject: Fire & Life Safety Inspection of Golden Gate Fields in Berkeley, CA

Dear Mr. Roenbeck:

On Thursday, July 23, 2020, the City of Berkeley Fire Prevention Division Inspectors conducted an annual inspection of the barns and buildings located on the Berkeley, CA, portion of Golden Gate Fields for compliance with Berkeley Fire Code requirements (Berkeley Municipal Code Chapter 19.48). Some fire code violations were found. Re-inspections were completed on Thursday, September 3, 2020, and Monday, September 21, 2020. Photo documentation of the remaining repairs were sent on Tuesday, September 22, 2020. Upon re-inspection of the facilities, it was found that there were no outstanding fire code violations. Golden Gate Fields is hereby granted a fire clearance.

This fire clearance establishes a reasonable standard of fire safety as addressed in Title 4, Division 4, Article 17, Section 1927 Fire Prevention of the California Code of Regulations.

These facilities are considered to be compliant with the fire code until the next scheduled inspection unless and until we receive information to the contrary. Should you have any questions or concerns regarding the annual inspection, then please contact me at 510-981-5582 or [dtieu@cityofberkeley.info](mailto:dtieu@cityofberkeley.info).

Thank you and the entire Golden Gate Fields team in working diligently to improve the fire & life safety of the barns and stables.

Sincerely,

Dori Tieu  
Interim Deputy Fire Marshal, City of Berkeley Fire Department

This is to certify that the Policy(ies) of insurance listed below ("Policy" or "Policies") have been issued to the Named Insured identified below for the policy period(s) indicated. This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder named below other than those provided by the Policy(ies).

Notwithstanding any requirement, term, or condition of any contract or any other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the Policy(ies) is subject to all the terms, conditions, and exclusions of such Policy(ies). This certificate does not amend, extend, or alter the coverage afforded by the Policy(ies). Limits shown are intended to address contractual obligations of the Named Insured.

Limits may have been reduced since Policy effective date(s) as a result of a claim or claims.

<b>Certificate Holder:</b> California Horse Racing Board 1010 Hurley Way Sacramento, CA 95825  Attn.: Insurance Department	<b>Named Insured and Address:</b> Pacific Racing Association dba Golden Gate Fields 1100 Eastshore Highway Albany, CA 94706  <b>Subsidiary/Divisions:</b> Pacific Racing Association 1100 Eastshore Highway Albany, CA 94706  and  Pacific Racing Association II dba Golden Gate Fields 1100 Eastshore Highway Albany, CA 94706
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**This certificate is issued regarding:**

Evidence of Insurance

Type(s) of Insurance	Insurer(s)	Policy Number(s)	Effective/Expiry Dates	Sums Insured Or Limits of Liability	
COMMERCIAL GENERAL LIABILITY • Non-Owned Automobile	Zurich American Insurance Company	GLO 9302183-18	Jun 30, 2020 to Jul 30, 2021	Each Occurrence	USD 2,000,000
				Products-Completed Operations Aggregate	USD 2,000,000
				General Aggregate	USD 2,000,000
WORKERS' COMPENSATION & EMPLOYERS' LIAB	LIBERTY MUTUAL FIRE INSURANCE CO	WA2-B7D-170912-011	Jun 30, 2021 to Jun 30, 2022	Workers' Compensation	Statutory
				Employers' Liability Each Accident	USD 1,000,000 Bodily Injury by Accident
				Employers' Liability Each Employee	USD 1,000,000 Bodily Injury by Disease
				Employers' Liability Policy Limit	USD 1,000,000 Bodily Injury by Disease

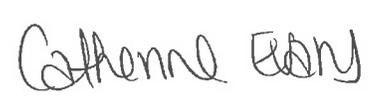
**Additional Information:**

The Commercial General Liability Policy, placement was made by Marsh Commercial Business Center, a Service of Marsh USA Inc. Marsh Canada Limited has only acted in the role of a consultant to the client with respect to this placement, which is indicated here for your convenience.

The Workers' Compensation and Employers' Liability Policy, placement was made by Marsh USA Inc. Marsh Canada Limited has only acted in the role of a consultant to the client with respect to this placement, which is indicated here for your convenience.

**Notice of cancellation:**

The insurer(s) affording coverage under the policies described herein will not notify the certificate holder named herein of the cancellation of such coverage.

<b>Marsh Canada Limited</b> 120 Bremner Boulevard Suite 800 Toronto, ON M5J 0A8 Telephone: 1-844-990-2378 Fax: - Certs.Stronach@marsh.com	Marsh Canada Limited          By:  Catherine Evans
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times when live racing is conducted. The health and safety manager may, at the discretion of the racing association, be the person designated to perform risk management duties on behalf of the association.

## 17. CONCESSIONAIRES AND SERVICE CONTRACTORS

Names and addresses of all persons to whom a concession or service contract has been given, **other than those already identified**, and the goods and/or services to be provided by each:

<b>Armored Car</b>	<b>Loomis Armored Car, P.O. Box 44196, San Francisco, CA 94144</b>
<b>Track Physician</b>	<b>Dr. David Seftel, Conocen Corp., 20066 Austin Lane, Castro Valley, CA 94546</b>
<b>Official Program</b>	<b>Wesco Graphics Inc., 410 East Grant Line Rd, Tracy, CA 95376</b>
<b>Starting Gate</b>	<b>Mike Costello, United Puett Starting Gate Co., P.O. Box 18, S. Salem, NY 10590</b>
<b>Track Photographer</b>	<b>Bill Vassar, Vassar Photography, 1167 Sapphire Drive, Livermore, CA 94550</b>

Does the association provide its own concessions?    Yes     No

## 18. ON-TRACK ATTENDANCE/FAN DEVELOPMENT

A. Attach a copy of the promotional and marketing plans for the race meeting: **On file with board.**

B. Promotional/ Marketing budget for this race meeting: **On file with board.**

Promotional/Marketing budget for prior race meeting: **On file with board.**

C. Number of hosts and hostesses employed for meeting: **4 Ambassadors**

D. Describe facilities set aside for new fans:

**Customer Service – Our customer service center is open year-round with a trained customer service representative to assist fans with general racing information, maintain our frequent fan club known as the THOROUGHBREDS, and assist with XpressBet sign ups and account maintenance**

**Xpressbet Customer Service – An Xpressbet ambassador is open year round with a trained service representative to assist fans in joining a new program “XB Rewards Club.” This new program provides fans with admission discounts and wagering points to be accumulated for designated rewards**

E. Describe any improvements to the physical facility in advance of the meeting that directly benefit:

1. Horsemen

- **Replaced turf course rail (inside and outside) with PVC by Duralock**
- **Capital barn roofing improvements in the barn area**
- **Updated all barn area lavatory facilities with touchless sanitizing equipment**
- **Continuation of laundry service for the Jockey’s Room by GGF**
- **Adhered to the yearly Tapeta® maintenance schedule of 5x per year in January, April, June, September and December**
- **Continual roadway, horse paths, and barn repairs**

- **Replaced clubhouse turn track fence**
- **Installation of added safety light during training hours**
- **Added Owner/Trainer seating area near Winners Circle equipped with heaters**

2. Fans

- **Created new family area on A Deck complete with fencing, artificial turf etc. (Golden Gate Green)**
- **Hired Roaming Ambassadors to assist fans with questions regarding wagering and contactless system**
- **Remodeling Paddock Pub with projection screen TV, furniture, and flooring**
- **Providing tours of the front side facility to fans upon request**
- **Continual parking lot and roadway repairs**
- **Added contactless Food & Beverage delivery ordering system “GoTab”**
- **Purchased Daktronics big screen for enhanced viewing of races and local sports games in between races**
- **Heavy GGF Social Media presence in the Bay Area**
- **New themed events offered every weekend for pre purchase on “Event Brite” with giveaways included**

3. Facilities in the restricted areas **Equine Hospital**

**19. SCHEDULE OF CHARGES**

A. Proposed charges, note any changes from the previous year:

Admission (general)	<b>\$6.00</b>
Admission (club house)	<b>\$10.00</b>
Admission (turf club)	<b>\$12.00 Weekdays</b>
Admission (turf club)	<b>\$15.00 Weekends/Holidays</b>
Reserved seating (general)	N/A
Reserved seating (clubhouse)	<b>\$ 5.00 (Free with TB card)</b>
Parking (general)	<b>\$ 6.00 (previously \$5.00)</b>
Parking (preferred)	<b>\$12.00 (previously \$10.00)</b>
Parking (valet)	<b>\$12.00 (previously \$10.00)</b>
Programs (on-track)	<b>\$ 2.75 (previously \$2.50)</b>
(off-track)	<b>\$ 2.75 (previously \$2.50)</b>

**Thoroughbred Club Members**

**Bundled Pricing includes free program**

<b>General Admission:</b>		<b>Club House Admission:</b>	
<b>1-10 Visits</b>	<b>\$5.00</b>	<b>1-10 Visits</b>	<b>\$8.00</b>
<b>11-20 Visits</b>	<b>\$4.00</b>	<b>11-20 Visits</b>	<b>\$7.00</b>
<b>21-30 Visits</b>	<b>\$3.00</b>	<b>21-30 Visits</b>	<b>\$6.00</b>
<b>31-40 Visits</b>	<b>\$2.00</b>	<b>31-40 Visits</b>	<b>\$5.00</b>
<b>Over 40 Visits</b>	<b>\$1.00</b>	<b>Over 40 Visits</b>	<b>\$4.00</b>
		<b>Reserved seating</b>	<b>Free</b>

**Thoroughbred Club Prepaid Admission/Program Packages**

**TB Club Members can purchase a minimum of 30 Prepaid G/A admissions @ \$2.00 each**  
**TB Club Members can purchase a minimum of 15 Prepaid C/H admissions @ 4.00 each**  
**Horsemen Free**

- B. Describe any "Season Boxes" and "Turf Club Membership" fees:
- |  |                    |
|--|--------------------|
| <b>Turf Club – Full Season Single Membership</b>   | <b>\$ 1,000.00</b> |
| <b>Turf Club – Full Season Dual Membership</b>     | <b>\$ 2,000.00</b> |
| <b>Top of the Stretch – Full Season Membership</b> | <b>\$ 500.00</b>   |
| <b>Club House Box (4 seats, no admission)</b>      | <b>\$ 450.00</b>   |
| <b>Club House Season Pass (Admission only)</b>     | <b>\$ 400.00</b>   |
| <b>Grandstand Season Pass (Admission only)</b>     | <b>\$ 200.00</b>   |

- C. Describe any "package" plans such as combined parking, admission and program:  
**Designated Group Sales packages include parking, admission, program, and buffet**

**20. JOCKEYS/DRIVERS’ QUARTERS**

- A. Check the applicable amenities available in the jockeys/drivers’ quarters:

<input checked="" type="checkbox"/> Corners (lockers and cubicles)	How many	<input type="text" value="23"/>
<input checked="" type="checkbox"/> Showers	<input checked="" type="checkbox"/> Steam room, sauna or steam cabinets	<input checked="" type="checkbox"/> Lounge area
<input checked="" type="checkbox"/> Masseur	<input checked="" type="checkbox"/> Food/beverage service	<input checked="" type="checkbox"/> Certified platform scale

- B. Describe the quarters to be used for female jockeys/drivers:  
**Fifteen by twenty foot room accessed from a community hallway. The room has a television and bed with attached shower room, sink, and toilet.**

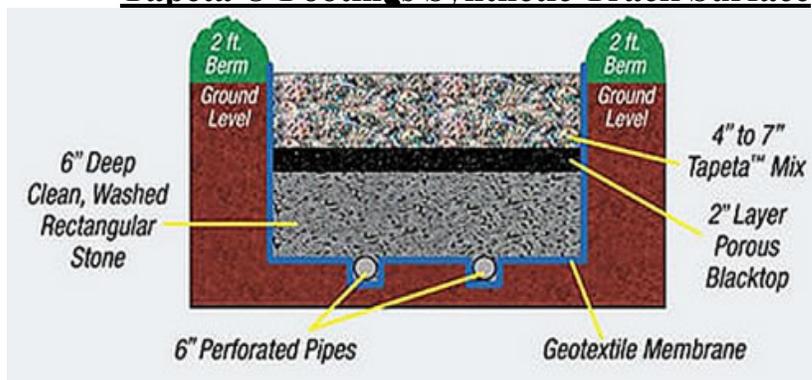
**21. BACKSTRETCH EMPLOYEE HOUSING**

- A. Inspection of backstretch housing was completed by CHRB Investigator Jerome Smith on July 8, 2021.
- B. Number of rooms used for housing on the backstretch of the racetrack: **140**
- C. Number of restrooms available on the backstretch of the racetrack: **18 with showers, 7 in office areas**
- D. Estimated ratio of restroom facilities to the number of backstretch personnel:  
**1 restroom for every 12 people**

**22. TRACK SAFETY**

- A. Total distance of the racecourse - measured from the finish line counterclockwise (3' from the inner railing) back to the finish line:  feet.
- B. Describe the type of track surface at the facility, including the specific track surface composition:

**Tapeta ® Footings Synthetic Track Surface**



- C. The percent of cross slope in the straight-aways is: **1.5%**  
The percent of cross slope in the center of the turns is: **4%**
- D. Describe the type(s) of materials used for the inner and outer railings of the race course, the type of inner railing supports (i.e., metal gooseneck, wood 4" x 4" uprights, offset wood 4" x 4" supports, etc.), the coverings, if any, on the top of the inner railing, and the approximate height of the top of the inner railing from the level of the race course.  
**Main Track: Inner and outer railings are metal gooseneck. Coverings are Rider Protection Rail by Horsemen's Track & Equipment, Inc. Approximate height of the top of the inner railing is 42 inches.**  
**Turf Course: Replacing inside and outside turf course rails with PVC by Duralock. Approximate height of the top of the inner railing is 50 inches.**
- E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474: **Juan Meza**
- F. Attach a Track Safety Maintenance Program pursuant to CHRB Rule 1474. **Attached**
- G. If the association is requesting approval to implement alternate methodologies to the provisions of Article 3.5, Track Safety Standards, pursuant to CHRB Rule 1471, attach a Certificate of Insurance for liability insurance which will be in force for the duration of the meeting specified in Section 2. The CHRB is to be named as a certificate holder and given not less than 10 days' notice of any cancellation or termination of liability insurance. Additionally, the CHRB must be listed as additionally insured on the liability policy at a minimum amount of \$3 million per incident. The liability insurance certificate must be on file in the CHRB headquarters office prior to the conduct of any racing. **Not applicable**

### 23. DECLARATIONS

- A. All labor and lease agreements and concession and service contracts necessary to conduct the entire meeting have been finalized except as follows (if no exceptions, so state): **No Exceptions**
- B. Attach each horsemen's agreement pursuant to CHRB Rule 2044.  
**TOC – Agreement will be forwarded to Board upon completion.**  
**CTT – If an agreement is reached, it will be forwarded to the board upon receipt.**
- C. Attach an agreement to provide for race-day furosemide administration pursuant to CHRB Rule 1845. **On file with the Board**
- D. Attach a lease agreement permitting the association to occupy the racing facility during the entire term of the meeting. (In the absence of either a lease agreement or a horsemen's agreement, a request for an extension pursuant to CHRB Rule 1407 shall be made). **N/A**
- E. All service contractors and concessionaires have valid state, county or city licenses authorizing each to engage in the type of service to be provided and have valid labor agreements, when applicable, which remain in effect for the entire term of the meeting except as follows (if no exceptions, so state): **No exceptions**
- F. Absent natural disasters or causes beyond the control of the association, its service contractors, concessionaires or horsemen participating at the meeting, no reasons are believed to exist that may result in a stoppage to racing at the meeting or the withholding of any vital service to the association except as follows (if no exceptions, so state): **No exceptions**

# **2022 Winter/Spring Race Meet Agreement**

Between

Pacific Racing Association

and

Thoroughbred Owners  
Of California

December 22, 2021

Through

June 14, 2022



# TOC

Thoroughbred Owners of California

*Forging the Future*

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**2021 Fall Race Meet Agreement  
Golden Gate Fields & Thoroughbred Owners of California**

This Agreement is entered into by and between Pacific Racing Association (“Track”) on the one side and the Thoroughbred Owners of California, Inc. (“TOC”) on the other side and becomes effective on December 21, 2021.

**RECITALS**

A. Track is a duly licensed Racing Association, licensed under and pursuant to the Horse Racing Law, Article 4, Chapter 4, Division 8 of the Business and Professions Code of the State of California.

B. TOC is the duly organized owners’ association recognized by the California Horse Racing Board (“CHRB”) as having authority to negotiate and covenant with Track pursuant to Article 22, Chapter 4, Title 4, of the Administrative Code of the State of California.

C. Track and TOC, in an effort to stabilize certain phases of the business of thoroughbred racing for the purpose of avoiding controversies between them which might interfere with the orderly commencement and conduct of race meetings to the detriment of Track, TOC, its members, and racing patrons, and for the purpose of providing for an orderly and uniform method of stakes and overnight purse distribution by Track, have reached an understanding with reference to the foregoing and other matters and things hereafter specified, and desire to incorporate their understanding in writing.

**AGREEMENT**

With reference to the foregoing Recitals, which are incorporated herein by reference, and in exchange for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Track and TOC (each a “Party”, and collectively, the “Parties”) hereby agree as follows:

1. Race Meet. Except as otherwise provided herein, the provisions of this Agreement shall be applicable only to the thoroughbred race meetings conducted by Track under license from the CHRB for the period of December 21, 2021 through June 14, 2022 (the “Term”).

2. Purse Distribution.

a. Track and TOC acknowledge and agree that disbursements made by Track to TOC, and to individual horse owners in the form of purses, will be governed by the provisions of this Agreement and the Horse Racing Law, Article 9.5, Article 9.2 and any other provisions regarding purses in any other Articles in Chapter 4, Division 8 of the Business and Professions Code. All moneys available for purses generated from the pari-mutuel handle and other sources, including but not limited to, underpayments from prior race meets, deposits by TOC, and interest on the Paymaster Account, shall be held in a separate trust account pursuant to section 19597.5 of the Business and Professions Code for the sole benefit of horsemen and shall not be

commingled with monies belonging to Track. In this regard, the Track and TOC shall make those funds available for purses and bonuses. Nothing contained herein is intended to change, modify or amend the settlement agreement dated January 5, 1991, with respect to interest on the Paymaster Account.

b. Track further agrees that its Horsemen's Paymaster of Purses will make owners' purse monies available upon request seventy-two (72) hours after the race is declared official for pari-mutuel purposes, regardless of whether Track has received the results from the testing laboratory providing that such distribution is consistent with applicable rules, regulations, and laws of the CHRB. In the event that a horse tests positive and is disqualified or otherwise ineligible to receive purse money, Track shall continue to employ its current practices to attempt to recollect such amount. Track will redistribute the purse to the new winner(s) as a result of such disqualification or ineligibility. However, in the event that Track is unsuccessful in collecting such amount, Track shall not be liable for the amount of purse money distributed, and TOC shall be ultimately responsible for the re-collection of such distributed amount; provided further that if Track is unsuccessful in recollecting the amount TOC shall be liable for the amount redistributed to the new winner(s).

3. Distribution Estimated.

a. Track and TOC acknowledge and agree that it is in the best interest of racing in Northern California to attempt to provide uniform purse levels throughout the racing year for race meets conducted by Track. Track and TOC have concluded that such uniform purse levels will enhance the chances of owners continuing to race their horses and of owners moving horses to Northern California.

b. In recognition of the need to stabilize purses at race meets conducted by Track, and to project a uniform purse schedule, it is understood by the Parties that excesses and deficiencies of purse funds (underpayments and overpayments) shall be carried over to the Track's next race meeting.

c. Representatives of Track and TOC shall consult with each other during each individual race meet of the Term for the purpose of making estimates and acting thereon so that purse monies distributed will closely approximate the amount available under Section 2 of this Agreement. Track shall provide to TOC prior to each individual race meet which takes place during the Term and on a weekly basis during such individual race meet, for TOC's information, Track's projections (and supporting documents) of estimated purses for such individual race meet. In addition, Track shall provide to TOC on a weekly basis with a calculation of the total purses generated in the previous week of live racing and the aggregate overpayment or underpayment of the purse account factoring in the previous week's results.

d. Track shall instruct CHRIMS to give TOC access to Track's information that it has historically received. Additionally, Track shall provide TOC with a weekly purse report including calculation of purse revenues generated in such week and purses paid by race day and individual race. Track and TOC shall review the amount of purses generated and the amount of purses paid at the end of each individual meet which occurs during the Term with the

understanding that any errors discovered that result in either an overpayment or underpayment will be addressed by the parties in the establishment of purse levels for the next meet at Golden Gate Fields as mutually agreed upon by TOC and Track.

4. Daily Mutuel Handle.

a. The projection for overnight purses for the Term is attached as Exhibit A. Notwithstanding anything to the contrary in this Agreement, if it appears to Track and TOC that purses generated are meaningfully above or meaningfully below those projected in Exhibit A, such that it becomes reasonably necessary to revise the projections of Exhibit A, purses may be increased or decreased with the written consent of both Parties, such consent not to be unreasonably withheld. Nothing in this Section 4 shall preclude retroactive payment of purse monies, the terms and amounts of which to be reasonably determined by the Parties.

b. On a regular basis, representatives of Track and TOC shall consult with each other for the purpose of making a determination as to whether purse monies are being generated as anticipated by Exhibit A and as to whether purse monies are being distributed as therein contemplated.

c. Purse reductions, if any, shall be applied uniformly to overnight purses until such time as the reductions result in a projection by Track and TOC for stakes purses of fifteen percent (15%) of the Net Racing Distribution, unless otherwise agreed. At such time as the projected Net Racing Distribution for stakes purses reaches fifteen percent (15%), any further reduction of purses shall be applied uniformly to the then announced stakes program (except for Graded Stakes), as well as overnight purses, unless otherwise agreed. In no event shall Track be obligated to supplement purses.

d. Any increase or decrease in overnight purses shall be applied across all types and conditions of overnight races and overnight stakes races in the same relative proportions; e.g., if overnight purses are increased or decreased by ten percent (10%), then the purse for each type and condition of overnight race shall be increased or decreased, as the case may be, by ten percent (10%), subject to such "rounding" as may be agreed upon by Track and TOC.

e. Notwithstanding anything to the contrary in this Agreement, if it appears to Track and TOC at any time during the Term that the purses generated from all forms of wagering will be substantially increased above that which was initially anticipated, the excess shall be used to increase overnight purses, prospectively unless otherwise agreed upon by Track and TOC.

f. All amounts carried over for purses, if any, to Track's next meet shall accrue reasonable interest commencing at the conclusion of the meet which resulted in there being a carry-over and continuing until the start of Track's next meet.

5. Gross Racing Distributions.

a. Whenever the term “Gross Racing Distribution” is used herein, it shall mean and refer to those portions of the funds handled in Track’s pari-mutuel pools which Track is required to distribute as purses pursuant to the provisions of this Agreement and the current provisions of the California Business and Professions Code, including but not limited to, §§19491(b), 19491.5, 19491.6, 19596, 19598, 19601, 19602, 19611(d), 19611.5, 19613, 19616, and 19641 and reduced by the amount of overpayment of purses, if any, during Track’s prior meet.

b. The Gross Racing Distribution shall include unclaimed refunds (“outs”), if any, from Track’s previous year’s meet as provided in Section 19601(d) of the California Business and Professions Code and shall also include repayments to the purse account from the previous year of all amounts due under 19604(f) of the California Business and Professions Code.

c. Gross Racing Distribution does not include amounts paid as owners’ premiums, breeders’ awards, stallion awards, or California-bred incentive awards pursuant to the provisions of the Business and Professions Code §§19616 and 19617 actually received by Track, but does include decreases, as provided in §19613.5 to compensate Track for actual losses sustained in pari-mutuel minus pools.

6. TOC and CTT Distributions.

a. Track shall pay to TOC and California Thoroughbred Trainers, Inc. (“CTT”) during the Term the sums required by Section 19613(b) of the California Business & Professions Code. Specifically, Track shall pay one percent (1%) of the amount available to thoroughbred horses for purses to TOC and a total of one and one-half percent (1-1/2%) to CTT and the Horsemen’s Pension Fund as required by law. The amounts payable to TOC and CTT pursuant to this provision shall be referred to collectively, as “TOC and CTT Distributions.”

b. The sums payable under this Section shall be paid on Friday of each week during the Term; the final payments shall be made on or before 10 calendar days following the close of each of the individual race meets which takes place during the Term. All such payments shall be based upon actual receipts by Track of amounts payable as purses. In the event any payment is not made within 10 days from its due date, interest shall accrue from the initial due date at the rate of ten percent (10%) per annum until such payment is made.

7. Net Racing Distributions.

a. Whenever the term “Net Racing Distribution” is used herein, it shall mean and refer to the balance of funds constituting Gross Racing Distribution less:

i. TOC and CTT Distributions paid pursuant to Section 19613(b) of the California Business and Professions Code;

ii. Funds authorized by TOC to be paid to NTRA in accordance with Section 19613.05(a) of the California Business and Professions Code, if applicable; and,

iii. Funds authorized for the Cal-bred Maiden Bonus Program.

By way of example only, and solely for clarification, if during an individual race meet which takes place during the Term, Track's Gross Distribution were \$1,000,000, TOC would receive one percent (1%), \$10,000; 1-1/2% would be distributed to the CTT and to the Horsemen's pension fund as required by law; up to 1-3/4% would be distributed to TOC for NTRA. The Net Racing Distribution would be \$957,500.

b. Except as otherwise agreed upon herein, Track shall pay to overnight purses during each individual race meet which occurs during the Term, as additional moneys, any unpaid surplus projected to be due from the appropriate satellite wagering corporations' two and one-half percent (2-1/2%) fund (hereinafter the "Satellite Fund") as projected to be generated during each individual race meet which occurs during the Term. Said additional moneys shall be considered part of the Gross Racing Distribution. Track shall pay from such surplus two and one-half percent (2-1/2%) thereof to TOC and CTT in the same percentages as provided in Section 19613(b) of the California Business and Professions Code and up to one and three-quarter percent (1-3/4%) as provided in Section 19613.05(a) of the California Business and Professions Code, if applicable. In the event of a deficiency in the Satellite Fund such that moneys were paid to overnight purses during any of the individual race meets which occurs during the Term which otherwise would not have been paid if the exact amount of the Satellite Fund had been known at the time of overnight purse distribution, then such excess payments by Track shall be deducted from Track's next meet.

## 8. Racing Programs.

### a. Stakes Programs.

i. From the total Net Racing Distribution available for each individual meet which takes place during the Term, owner's money shall not be used for stakes in excess of the stakes schedule attached hereto and made a part hereof as Exhibit C, unless otherwise agreed upon by Track and TOC.

ii. With respect to all races in which the stakes purse is guaranteed by Track, all fees advanced by owners/trainers, including but not limited to, nomination, entry, sustaining, starting fees, and supplemental fees which are in excess of the amount of the guaranteed purse shall be returned to the overnight program for use during the Term.

iii. When a division of a stakes event is necessary, it is agreed that Track will not increase the purse by more than fifty percent (50%) of the purse originally scheduled; provided, however, that each stake will run for at least the minimum purse for its black type or graded status. Additional purse money paid as the result of splitting a stakes race shall be considered stakes money and shall not be considered overnight monies. Track shall not

split a stakes race without first obtaining the approval of TOC, which approval shall not be unreasonably withheld.

iv. Stakes races will carry high weight preferred and/or stakes winners preferred clauses, with the field to be limited to the number of stalls in the starting gate. Except for races where purses are supplemented by Breeders' Cup, all One Hundred Thousand Dollar (\$100,000.00) or more stake races will be guaranteed stakes and shall require total fees of at least one percent (1%) of the gross purse for each starter.

v. Unless expressly agreed otherwise by TOC, Track shall ensure that all stakes races offered, whether offered as a scheduled or overnight stakes event, meet the minimum requirements set by the International Cataloging Standards Committee ("ICSC") for participating horses to earn "black type," based on their finish position, qualifying performance, or other criteria set by the ICSC.

vi. It is contemplated that Track may decide to increase the purse above the amount of the purse already published for selected stakes races and may, alternatively, desire also to write a new stakes which is not included in the list attached hereto as Exhibit C for promotional reasons. In the event Track desires to increase the purse above that set forth in Exhibit C or write a new stakes not included in Exhibit C, and purse funds generated from pari-mutuel handle will be meaningfully more than that generated at Track during the prior year, TOC agrees it will allow the use of such excess purse monies for stakes to the extent that purses for stakes paid during the Term do not exceed 20% of the projected Net Racing Distribution, provided further that Track shall obtain the written approval of TOC as to the specific new stakes races selected and specific stakes races for which Track intends to increase purses, which consent shall not be unreasonably withheld.

vii. Track shall provide TOC at least seven days prior written notice of any proposed increase in purses for stakes races listed in Exhibit C or any proposed new stakes races not included in Exhibit C.

viii. Track agrees to use its commercially reasonable efforts to submit a tentative stakes schedule for each individual race meet during the Term to TOC at least four (4) months, but in no event less than two (2) months, prior to the first day of the subject race meeting.

ix. The Schedule of Fees, including but not limited to nomination fees, sustaining fees, entry fees, starting fees, and supplemental fees previously announced for the above-referenced stakes races shall not be reduced during the Term.

x. Track shall not cancel any stakes race without first obtaining the prior written approval of TOC, which approval shall not be unreasonably withheld.

xi. For all stakes races offering a purse of \$100,000.00 or more, horses competing in such races shall be placed under surveillance for a period of not less than 6 (six) hours in advance of the scheduled start of the race. For the purposes of this provision,

surveillance shall consist of, but is not limited to, continuous observation of the horse by licensed security personnel who are equipped with a video camera, communications device, and a notepad, and who must request to see and who shall note the time, license number, and type of license for every person who enters the stall with the competing horse or otherwise comes in contact with or close proximity to said horse, as permitted by the CHRB, Track, trainer, or owner. Track and TOC agree that this policy may be revisited and modified at any time during the Term, provided Track and TOC mutually agree.

b. Overnight Program.

i. Track is encouraged to, and may from time to time, present overnight-type stakes races to replace what would otherwise have been featured high-purse allowance races. Each such race offered shall be subject to obtaining the prior consent of TOC, which consent shall not be unreasonably withheld, and, unless otherwise expressly approved by TOC, purse moneys offered and paid shall not deviate from that authorized pursuant to the approved purse schedule, but will not be deemed a part of the total stakes purses. The owner of each horse entered in such races shall be required to pay a reasonable nomination, entry, and/or starting fee.

ii. In the event that any overnight stake race has four (4) separate wagering interests, with at least three different trainers, and Track desires to cancel such overnight stakes race, Track must receive TOC approval in writing in advance of canceling any such race, which consent shall not be unreasonably withheld.

iii. Without prior consultation and written approval of TOC, Track shall not schedule nor use any purse moneys for the purpose of conducting an “exhibition” or “match” type races, or any type of racing other than thoroughbred racing as provided for herein during any individual race meet which occurs during the Term. Notwithstanding the foregoing, Track may conduct six (6) Arabian races during the Term so long as: A) no Thoroughbred purse money is used in such races, B) such races will not replace a Thoroughbred race otherwise scheduled to be run, and C) all purse generation during the Term from the Arabian races will accrue to the TOC.

iv. During the Term, Track and TOC agree that the terms and conditions attached to overnight races and purses shall be as follows:

A. The minimum claiming price, other than maidens, will be \$3,200;

B. The minimum purse, for all races other than maiden races, shall be the rate as set forth on Exhibit B;

C. The minimum claiming price for two-year-old maidens will be \$12,500.00 for the Winter-Spring and Summer meets and \$8,000.00 for the Fall meet, and \$5,000 for maidens three years old and upward;

D. The minimum purse for maiden races shall be the rate as set forth on Exhibit B;

E. Purses for straight maiden races shall be a minimum of \$30,000; In the event Track receives TOC approval to conduct two (2) furlong Maiden Allowance Races for two-year-olds, the minimum purse shall be mutually agreed upon by Track and TOC;

F. The minimum distance for which Track will offer a race for two year-olds shall be two (2) furlongs. No such race shall be offered before March 1<sup>st</sup>.

G. Purses paid for two-and three-year-old horses shall be equal to purses paid for races for older horses for the same type of race;

H. Purses for "Cal-bred" races, excluding supplements from the California Bred Race Fund, shall be equivalent to purses paid in "open" races for substantially the same class and conditions;

I. Overnight purses shall not exceed the rate as set forth on Exhibit B per race provided further that Overnight stakes shall not exceed the rate as set forth on Exhibit B or C, as applicable, per race excluding any purse money generated from the Cal-Bred Fund and the TOC Cal-bred Incentive Program;

J. Purses for all races during the Term will be divided as follows unless otherwise mutually agreed upon by Track and TOC:

I. Sixty percent (60%) of the purse to first;

II. Twenty percent (20%) for second;

III. Twelve percent (12%) for third;

IV. Six percent (6%) for fourth; and,

V. Two percent (2%) for fifth.

K. A "Participation Purse" in the amount of \$450, or such other amount which is mutually agreed upon by Track and TOC, funded from the purse account, shall be paid to all starters effectively finishing 6th or worse in any race, and to fifth place finishers if their share of the purse is less than the Participation Purse, wherein said fifth place finisher will receive an aggregated maximum of the Participation Purse. For purposes of the payment of such participation purses, a "starter" means any horse that which leaves the gate at the official start of a race, and is considered a legal starter by the Stewards.

L. A schedule of types and conditions for all overnight races to be run by Track during the Term and purses paid for such races is attached hereto as Exhibit

B. Track shall not schedule any different type of race, provide for different conditions or change purses from that provided in Exhibit B without first obtaining the written approval of TOC, which will not be unreasonably withheld;

M. Unless otherwise agreed upon by Track and TOC, entries will be taken not less than three (3) calendar days prior to the day on which such entered horses are scheduled to run; and,

N. Track agrees to use the “date” system for purposes of determining which horses have priority when entering races, unless the Racing Secretary and TOC mutually agree otherwise.

c. Purses Generated from Interest on Paymaster of Purses Account.

i. TOC and Track agree to meet at least 30 days prior to the commencement of each individual race meet which occurs during the Term to discuss the amount of projected interest earned on the Paymaster of Purses Account and to discuss further how the TOC’s share of such interest should be utilized, i.e., the amount of purses and for what kind of race.

ii. Track will provide to TOC at no cost to TOC, within thirty (30) days following each individual race meet which occurs during the Term, a complete written account of all Paymaster earnings during each individual race meet that takes place during the Term and the amount of Special Purses actually paid.

iii. The interest earned on the Paymaster of Purses Account which was not used for Special Purses during any individual race meet during the Term shall be held by Track in an interest-bearing account until Track’s next meet and then used for purses during the Track’s next meet.

d. California-Bred Incentive Program and Allowance Purse Increase.

i. Unless subsequently and otherwise agreed to in writing by the Parties, an amount equal to thirty percent (30%) of the purse paid for finishing first through fifth, inclusive, in any open race, excluding purses for stakes races, starter allowance races, and claiming races, but including overnight stakes races, allowance races, and non-claiming maiden races shall be paid by Track from purse funds as an owner premium to the owner of a registered California-bred Thoroughbred horse which finishes first through fifth. An optional claiming race shall be considered to be an allowance race with respect to horses not entered for a claiming price. However, a Cal-Bred horse entered for a claiming price in an allowance race is entitled to the bonus provided for herein for finishing first through fifth. A Cal-Bred who has won its first condition in a race restricted to Cal-Breds is still eligible for its first condition in an open race, and is entitled to the owner premium mentioned above. Once a horse has won the first two condition allowance races (Cal-Bred and open), then the Cal-Bred win will be disregarded in future races for eligibility purposes only. The owner premium provided for herein shall be reduced by the amount of the owner premium paid to owners of California-bred Thoroughbred

horses finishing first as provided in Section 19614.4(a) and (b) of the California Horse Racing Law.

e. Other Conditions. During the Term, Track and TOC agree that the following terms and conditions shall apply:

i. Track may schedule six (6) Arabian races during the Term so long as Track complies with the conditions for such Arabian races as set forth in subsection (b)(iii) above. Otherwise, Track will not schedule equine racing other than only thoroughbred racing during the Term;

ii. Track agrees to wash or otherwise clean the racing colors or “silks” of owners with horses competing during the Term. Such cleaning shall occur on the day on which the silks are utilized or on the day immediately following their utilization. Such cleaning services will be provided at Track’s expense without right of reimbursement from TOC, the individual owners, and/or their trainers;

iii. The following are the workout criteria that will be in effect during the Term. The minimum official, recorded workout distances and number of works for horses to run at Track during the Term are as follows:

A. Two Year Olds:

I. First time starters in races two furlongs; three works; one of which is at least ¼ mile and a gate okay.

II. First time starters in races under 6 furlongs (not including two furlongs); three works; one of which is at least ½ mile and a gate okay.

III. First time starters in races 6 furlongs or over; three works; one of which is at least 5/8 mile and a gate okay.

B. Three Year Olds and Upward:

I. First time starters: three works, one of which is at least 5/8 mile and a gate okay.

II. Non-starters for:

(1) 30 days – one work at least 3/8 of a mile within those 30 days;

(2) 60 days – two works, one of which is at least 5/8 mile, or two ½ mile works, with one of the works being within the past 30 days;

(3) 90 days – three works; with at least two works during the last 60 days, one of which is at least 5/8 of a mile or both being ½ mile, with at least one of the works being within the past 30 days.

C. Horses eased or placed on the stewards' list for poor performance will be required to show a 5/8 mile work since that race except for two year olds running less than 5/8 of a mile who will be required to work race distance;

D. Horsemen seeking to enter a horse not meeting the workout criteria must obtain the permission of the Stewards;

E. Imported Horses: The workout requirement will be waived for horses entering in a stakes race within seven days of clearing USDA quarantine, unless otherwise approved by Stewards, provided that the country of origin's racing jurisdiction has no provision for timed workouts;

iv. No owner, trainer, or veterinarian may have possession of any shockwave therapy or equivalent device while within Track's enclosure during the Term, except as expressly authorized by Track. Any owner, trainer, or veterinarian found to be in possession of such device(s) during the Term may be excluded from the enclosure for a period of not less than 10 days, at the sole discretion of Track. The identity of any owner, trainer, or veterinarian authorized or found to be in possession of such device(s) shall be disclosed to an appropriate representative of the CHRB, TOC, and CTT within 48 hours of the device's authorization or discovery.

v. Provided that the following conditions are satisfied, Track agrees to permit the scratch of a bona fide entry so long as at least six (6) horses entered remain in the race: A) the scratched bona fide entry has already been entered into a subsequent race at the Track on either of the next two following race days and B) the Stewards approve the scratch.

vi. Track agrees to use an also eligible list containing up to four (4) horses, however, in no event will the number of horses drawn for a race including also eligibles exceed eighteen (18). Horses may remain on "Also Eligible List" after scratch time, but will be removed by Stewards at a time agreed upon by both Track and Stewards.

vii. The Parties agree that, with regard to the taking of entries, entries submitted by a Jockey's Agent who has been delegated such responsibility by a licensed trainer pursuant to CHRB Rule 1582 are permitted up to 9:00 a.m. on the day of entry, and thereafter shall only be made by the horse's owner, his/her authorized agent, or the trainer.

viii. In the event a race offered in the "Condition Book," including but not limited to a "Substitute" or other alternative race, and an "Extra" race published elsewhere receive the same number of entries, the race published in the Condition Book shall be considered the preferred race, and will be utilized before any Extra Race to make the card go. Should a drawn race or races be cancelled due to an act of God or otherwise, Track shall make every effort to offer said races to horsemen as Extra Race(s) as soon as possible. Further, said race(s) will

have preference over Substitute or other alternative race(s), and Extra races published elsewhere receiving the same number of entries, Track shall make every effort to inform horsemen of such preference when races are published. Further, should Track elect to use an Extra over a filled Substitute race, it shall immediately notify TOC and explain the rationale for the decision.

ix. If and when allowed by government regulations, Track shall provide two free clubhouse admissions to owners with a current valid CHRB license validated by the Racing Department of any Racing Association in California.

x. If and when allowed by government regulations, Track agrees to provide free clubhouse seating to the owner or owners of a horse competing in a race, on the day of the race. The owner or owners of a horse competing in a stakes specified on Exhibit C (not including overnight stakes) shall be the guest of Track in its Turf Club or Directors' Room, and will be provided complimentary meals, excluding bar service, for a maximum of four (4) individuals per horse competing; and

xi. During the Term, within 48 hours of receipt of a written request from TOC, Track agrees to provide to TOC, in written and/or electronic form, such Incompass services data as is reasonably necessary to respond to TOC's request.

xii. Track agrees that should it decide to cancel a race or day of racing after entries have been drawn for that race or race day, it will reimburse the owners of all such horses affected the actual cost of any reasonable veterinary fees and/or any reasonable transportation costs incurred as a result of being entered to run in any race cancelled by Track. Said reimbursement is intended to apply to situations in which the Track has unilaterally decided to cancel a race or race day due to its own negligence or that of its agent[s], or voluntarily for reasons of its own choosing, but shall not apply to cancellations caused by acts of God or as otherwise specified herein below in Section 16, or as a result of the intervening unforeseen acts of independent third-parties, or with the written consent of TOC. Track and TOC agree to meet for the purpose of fairly determining the reason or reasons for the cancellation of a race or races that have been drawn.

xiii. TOC understands and agrees that the Track has adopted a No-Slaughter Policy ("Policy"), which shall be in effect during the Term. TOC shall make a reasonable effort to inform its members of the policy and to encourage each to honor that Policy. Specifically, TOC will notify its members that the Policy imposes on any owner and trainer stabled at a Track owned facility or competing in a race run at a Track owned facility, who directly or indirectly participates in the transport of a horse from a Track owned facility to either a slaughterhouse or an auction house engaged in selling horses for slaughter, shall be prohibited from any allotment or use of a stall or stalls at Track, or other off-track stabling facility over which Track exercises any control or indirectly funds. The Policy is also intended to apply to any actions related to the transport of a horse from a Track owned facility where the ultimate intended result is the horse's slaughter.

xiv. Track agrees to provide anyone leading a horse to the paddock for the races a numbered vest identifying the horses' post position. It is intended that such vest will

be worn from the time the horse leaves the receiving barn until the horse leaves the paddock for the post parade. Vests will be provided at Track's expense without right of reimbursement from TOC, the individual owners, and/or their trainers.

9. Uniformity and Consistency.

a. Track and TOC agree to endeavor to establish consistency and uniformity for overnight purse schedules. The first Condition Book for each individual race meet which takes place during the Term shall represent the standard or "norm" for such individual race meet. Track shall not increase or decrease overnight purses which are written for the same quality of horses and substantially the same conditions as those provided for in the standard or "norm" Condition Book; provided, however, that Track may make alterations in purse schedules as provided herein in the event of calamitous or substantial unforeseen economic circumstances or acts of God, which cause a substantial or radical effect on the amount of purses generated during any individual race meet which occurs during the Term. Any such changes, however, can be made only after first obtaining the prior written consent of TOC, which shall not be unreasonably withheld.

b. Track agrees that, in preparing its Condition Book, only one distance shall be prescribed for each race. If, however, the race is subsequently taken at an alternate distance, then, and in that event, the distance prescribed in the Condition Book shall have preference if the race fills at the prescribed distance even if more entries are taken for the alternate distance than for the distance prescribed in the Condition Book.

c. Track agrees to submit to TOC a draft of each proposed Condition Book at least forty eight (48) hours prior to the date it is sent to the printers to enable the TOC to review such Condition Book.

d. Track further agrees to meet with TOC within five (5) calendar days after the issuance of each Condition Book to discuss and review suggestions for the next Condition Book.

e. Track agrees to use its commercially reasonable efforts to make its first Condition Book for each individual race meet during the Term available to horsemen at least 10 days prior to opening day.

f. Track will make the Condition Books available to horsemen at least five (5) calendar days prior to the first race provided for in the Condition Book.

g. Track agrees that each Condition Book will provide for at least two weeks of racing, except for the last Condition Book. Track agrees that each Condition Book will include an index of races contained in said Condition Book.

10. Changes to Race and Eligibility Requirements. Except as expressly authorized herein, absent prior agreement with TOC, Track shall not, during any individual race meet which takes place during the Term, implement or put in place any change to the overnight purse

structures, minimum purse awards, minimum claiming levels, or eligibility requirement, as set forth in the first Condition Book for each individual race meet which occurs during the Term, nor shall Track change or modify the conditions of the meeting set forth in Track's stall application form or contained within the first Condition Book.

11. Number of Horses in a Race.

a. When six (6) horses or more are entered in an allowance race set forth in the Condition book and there are six (6) separate wagering interests, and provided such horses are either stabled on the grounds or at an authorized Northern California auxiliary facility, such race shall be considered filled and shall run. It is also agreed by the Parties that the Racing Secretary has the discretion to use allowance or high priced claiming races with five (5) separate wagering interests in order to maintain a balanced racing program.

b. For all other overnight races set forth in the Condition book, except as otherwise provided herein, when seven (7) horses are entered under at least seven (7) separate wagering interests and (7) separate trainers, and provided such horses are either stabled on the grounds or at an approved auxiliary stabling facility, if any, such race shall be considered filled and shall run. It is also agreed by the Parties that the Racing Secretary has the discretion to use other overnight races set forth in the Condition book when seven (7) horses are entered under at least seven (7) separate wagering interests and less than (7) separate trainers, except in Cal-bred maiden allowance races wherein six (6) separate wagering interests shall constitute a full field provided that the six (6) separate wagering interests are stabled in Northern California.

c. If not run as originally scheduled, Track will use its commercially reasonable efforts to reschedule the race in question or a similar race as an "extra" race within the next three racing days. Track will notify TOC of cancellation of such races, listing the names of the horses that did enter.

12. Maiden and Cal-bred Races.

a. Provided that sufficient horses within the following classifications are available upon the grounds or on other grounds, if any, which furnish horses for racing at each individual race meet which takes place during the Term, and are ready to participate in such scheduled races, Track will run an average of not less than 2.5 maiden races per day during such race meet, and will, in addition, use reasonable efforts to increase the average to 2.6 maiden races per day.

b. It is also understood and agreed that Track will use its commercially reasonable efforts to provide an average of one (1) race each racing day for Cal-Breds, as provided for and in accordance with Rule 1813 of the CHRB Rules and Regulations. In the event a Cal-Bred race does not fill and is opened up for horses other than Cal-Bred horses, then and in that event, the Cal-Bred horses shall be preferred.

c. A Cal-bred allowance race shall not be opened up in the event that there is a minimum of six (6) betting interests entered (with all six stabled on the grounds or at an offsite

stabling facility, if any such site is used by Track). Cal-bred claiming races for a claiming price of \$12,500, or less, shall not be opened up in the event that there is a minimum of eight (8) betting interests entered (with at least six (6) stabled on the grounds or at an offsite stabling facility, if any such site is used by Track). Cal-bred Claiming Races higher than \$12,500 shall not be opened up in the event there are a minimum of seven (7) betting interests entered (provided at least six (6) are stabled on the grounds or at an offsite stabling facility, if any such site is used by Track).

d. The provisions of Section 11 would also apply to the number of qualifying Cal-bred betting interests when determining when a race is full and shall be run and listing the names of the horses that did enter.

### 13. Stall Assignments.

a. Track shall, during each individual race meet which occurs during the Term, provide the number of stalls as required pursuant to its license to conduct a race meet. In the event that stalls at an off-site location are required for Track to comply with the number of stalls required pursuant to its license, such stalls will be in good condition for stabling and approved by CHRB; provided, however, that stalls at the off-site location will only be made available so long as such can be accomplished without compensation of any nature whatsoever, direct or indirect, by Track other than such compensation as provided for under the Stabling and Vanning Fund as set forth in the California Horse Racing Law. In the allocation and assignment of stall space for thoroughbreds, so long as owner is duly licensed, Track will not discriminate in any way against any owner by reason of membership of any owner in TOC, or by way of any arbitrary or capricious conduct by Track. If any owner asserts that the Stall Committee of Track shall have so discriminated on such ground or grounds, then the owner claiming to be so aggrieved shall submit his claim to TOC, for examination, and if TOC shall then believe the claim to have merit, TOC shall be entitled to present the merits of the grievance on behalf of such owner to Track.

b. Track agrees to use its commercially reasonable efforts to provide stalls to horses that are in condition to train and run at each individual race meet which occurs during the Term; it being further agreed that horses recovering from injuries should not be laid up in stalls provided by Track. Stalls will be allocated and made available, without charge, to those thoroughbred horses for which stalls have been approved by Track's Racing Secretary. Stalls shall be assigned only to thoroughbred trainers engaged in the care and training of thoroughbreds which Track has approved and to which Track has allocated stalls to prepare for racing. Track's obligations to furnish and allocate stalls shall be subject to Track's right to withdraw stalls allocated to horses not currently approved for racing or preparation for racing, or not actually training for racing, and to Track's needs for access to such stalls for repairs, maintenance, and construction.

c. It is the intention of Track that stall allocations shall be made primarily on the basis of the quality and condition of the horses for which stall space is requested, upon the availability of stall space, taking into consideration the character of each individual race meet which takes place during the Term and the horses and trainers suitable for the holding of such

race meet. Notwithstanding the foregoing, recognizing the significant and ongoing expense increases of the current stabling and vanning system in California and the unsustainable deficits such system has created, the Parties agree to develop a sustainable economic model that prevents the use of auxiliary stabling, if any, for horses who do not participate regularly at California tracks in such manner as a reasonable person would expect for a horse receiving full stabling and vanning, if any, cost subsidies. The Parties will meet monthly during the term of this agreement, until a mutually agreed to solution has been reached.

d. Track shall not initially allocate more than sixty (60) stalls to any one trainer. Following allocation of stalls which shall not exceed sixty (60) to any one trainer should Track determine that the number of available stalls exceeds the number of qualified and eligible horses which have been initially allocated stalls, Track may allocate, on an equitable basis, up to seventy-five (75) stalls to any one trainer, and following the spirit and intent of this Section, in excess of sixty (60) stalls to any one trainer after first obtaining the written approval of TOC, which will not be unreasonably withheld. The intent of this provision is to ensure fair and reasonable consideration of all applications by Track, so that no one trainer may be awarded in excess of sixty (60) stalls until such time as all applications for stalls for eligible and qualified horses have been reviewed, considered, and stalls have been reasonably provided to those horses which have been determined to meet Track's eligibility and qualification requirements. The allocation of more than sixty (60) stalls to any trainer shall be based upon such trainer's historic start record. To the extent that Track allocates more than 60 stalls to any one trainer based on the foregoing, Track agrees to immediately notify TOC of the actual number of stalls that have been allocated to such trainer.

e. In an effort to promote safety, Track agrees that its stalls will be ready, available, and allocated, and the main track will, with respect to each individual race meet during the Term, be open, available, and in condition for training three (3) days before and two (2) days after each individual race meet which occurs during the Term.

f. Track shall use commercially reasonable efforts to keep the main track and grass course in a safe condition during each individual race meet during the Term and while the main track and grass course are open for training preceding and during the Term.

14. Holding (Transit) Barn. Track agrees that it will regularly clean and maintain the Holding (Transit) barn used for horses shipping in to run during the Term.

15. First Post Time. All Post times for each individual meet which occurs during the Term must be submitted for approval of the CHRB in Track's initial application for license. Any changes requested in Post time following the opening of any individual meet which occurs during the Term must be submitted concurrently to CHRB and TOC.

16. Interrupted Racing Schedules: Force Majeure. If Track for any reason beyond its control, such as, but not limited to: an act of God; war; labor difficulties; strikes; order of any governmental authority directing cessation of racing; failure of Track to obtain the necessary racing license from the CHRB, failure of TOC to comply with TOC's obligations hereunder; and/or destruction of the racing plant of Track by fire or other casualty shall be prevented from

conducting one (1) or more days of scheduled thoroughbred racing, then sums otherwise payable by Track hereunder shall be proportionately reduced for each day that Track is prevented from operating.

17. Stabling at and Vanning from Auxiliary Stabling Facilities. In the event that stalls at an off-site location are required during an individual race meet which occurs during the Term for Track to comply with the number of stalls required pursuant to its license:

a. Track shall notify the CHRB and TOC which off-site location will be used as an auxiliary stabling facility; provided, however, that stalls at the off-site location will only be made available so long as such can be accomplished without compensation of any nature whatsoever, direct or indirect, by Track other than such compensation as provided for under the Stabling and Vanning Fund as set forth in the California Horse Racing Law. If agreed upon in writing by Track, TOC, and CTT, the auxiliary training facility maybe closed for training purposes one day per week.

b. Track agrees to provide a regulatory veterinarian at such auxiliary stabling facility on an “as needed” basis to provide trainers and owners the opportunity to have any horse or horses removed from the vet’s list. This regulatory veterinarian would observe the required work and draw blood at the off-site location so that the horse can be removed from the Vet’s list without having to be shipped to the on-track facility.

c. Intentionally Omitted.

d. Track agrees to provide to TOC a monthly written report on the occupancy and/or availability of stalls both at Track and at auxiliary facilities for which Track is required to pay compensation pursuant to the California Horse Racing Law.

18. Accessibility to Track. Track agrees that at least one (1) gate will remain open twenty-four (24) hours daily permitting access to the backstretch for all licensed personnel. Track further agrees to permit all licensed personnel to use the designated parking area adjacent to said gate for purposes of parking personal vehicles, not trailers, free of charge.

19. Anti-Monopoly Provision.

a. Track acknowledges TOC’s interest in assuring that horsemen will, during the Term, have the opportunity to procure and receive supplies, services, utilities, transportation, and other facilities required by the horsemen at a competitive cost or price usually available in a free enterprise marketplace. Accordingly, Track agrees not to limit this free enterprise system of competitive service and supply to the horsemen by means of Track entering into any agreement or otherwise seeking to establish or impose upon the horsemen a monopoly of restrictive servicemen or suppliers who would have exclusive access to the horsemen’s needs or requirements. Horsemen independently arranging for such supplies, services, utilities, transportation, hot walkers, and other facilities must strictly comply with liability protections, insurance, and safety standards required by Track of all third-party vendors.

b. TOC acknowledges that Track must provide, maintain, and control reasonable access to and from Track property; security for persons and property; traffic regulation; and numerous other activities related to the racing industry. According, TOC agrees that Track may, for a reasonable and proper cause, restrict or prohibit any serviceman, supplier, or vendor from having access to the grounds and the horsemen. Track agrees to provide TOC written notice at least 24 hours before a particular serviceman, supplier, or vendor will be denied further access or privileges to Track grounds or property unless circumstances arise which make it not feasible for Track to provide such notice to TOC.

c. Notwithstanding anything to the contrary herein, Track shall have the right to enforce the provisions of its contract, to the greatest extent permitted by law or the CHRB, with WestWalk Inc. to be the exclusive provider of hot walking machines.

## 20. Credentials.

a. Track agrees to provide owner/trainer stickers or other appropriate credentials to all licensed personnel either employed on or with horses stabled on the grounds, at an authorized auxiliary stabling facility, if any are required to comply with the terms of its license, or whose horse has competed or is scheduled to compete at any individual race meet during the Term.

b. Track further agrees to issue to all TOC Board members and its President, and authorized TOC personnel, North and South, VIP or “officials” credentials for each individual race meet during the Term, including but not limited to, an “official’s” pin and clubhouse, or equivalent guest pass. The designated Northern California authorized personnel shall be provided with a parking place.

## 21. Training Facilities.

a. At all times during the Term that Track is scheduled to be open for training, Track will cause the main track to be open for training at 6:00 A.M. (roof lights when necessary), and to remain open until 10:00 A.M. a minimum of six (6) days of the week.

b. It is the intent of Track and TOC that the main track will be maintained by Track in a good and safe condition (except in the event of a water shortage or other unforeseen conditions of which Track has notified TOC) and be available for training six (6) days a week on each day horses are stabled at Track and Track is scheduled to be open for training.

c. Track agrees, on each day horses are stabled at Track to have available during all training hours a fully manned, licensed, and operable ambulance for injured horses. Track agrees to maintain and keep clean the ambulance throughout the duration of the Term. On all days horses are stabled at Track, Track shall maintain a fully manned, licensed, and operable ambulance on the premises during training and racing hours for persons injured on the racing surface or turf course, or the entrance area to or from the racing surface or turf course, in each case including a driver and at all times in compliance with any rule, regulation, or directive of the CHRB with regards to ambulance service, staffing, and/or emergency medical protocol.

Track shall continue to employ its “Emergency Medical Plan” for racing and training hours. Track agrees that in the case said ambulance is unavailable for any period of time during training hours, Track, TOC, and CTT shall confer and decide on an appropriate length of time, if any, to extend training hours.

d. Should a situation arise where Track foresees significant penalties for power usage or conservation measures are imposed by the State of California, training hours may be altered following discussion with the TOC.

## 22. Owners’ Proprietary Rights.

a. Track agrees that it will not utilize the name, image, or likeness of a particular horse for a promotional or commercial purpose, other than the promotion of live racing, simulcasting, and wagering on the outcome thereof, e.g., the sale of merchandise bearing the name or likeness of a horse, absent the consent of the individual owner or owners of said horse. Track agrees it will reasonably compensate said owner or owners for the use of such name, image, or likeness.

b. Track acknowledges that, in the context of simulcasting, televising, and the rebroadcasting of races, the proprietary rights created by the collective image of the race belong to all owners participating in a given race meeting subject to applicable law. By virtue of the CHRB’s recognition of TOC as the official owners organization, its Rules and Regulations of Racing, and applicable provisions of California and Federal law, Track agrees to negotiate exclusively with TOC as to the consensual use of the collective image of the race for purposes of simulcasting, televising, and the rebroadcasting of races to the extent required by applicable law. Track shall not enter into or seek to enforce any exclusive agreement or contract to simulcast, televise, broadcast, or re-broadcast thoroughbred races conducted at Track without TOC’s advanced written consent, including without limitation any extension, amendment, or other modification to the existing agreement that has been entered into by Track or its affiliated or parent companies that is set to expire in 2021.

c. TOC, on behalf of all owners participating during the Term, consents to Track’s use of the collective image for purposes of promoting, simulcasting, televising, and/or the rebroadcasting of races occurring during the Term. TOC consents to Track’s use of said image without compensation other than that provided by the appropriate provisions of the California Horse Racing Law, the Rules and Regulations of Racing, and/or the Federal Interstate Horseracing Act, excepting races sold by Track to network television, cable television, satellite television, closed circuit, computer or interactive wagering, or other commercial enterprises or uses currently developed or to be developed for which Track receives compensation, other than that provided by State and/or Federal legislation, including but not limited to, promotional, licensing, or usage fees paid by sponsors. Track agrees to obtain TOC’s prior consent to such sales or usages and to negotiate a reasonable contribution to overnight purses from the revenues derived by said sale or use. In the event the Parties are unable to amicably resolve either the issue of consent or to conclude negotiations with respect to a reasonable contribution, either or both of those issues shall be submitted to binding arbitration before the CHRB.

d. TOC, on behalf of all owners participating during the Term, further agrees that the nomination of or entry of a horse into a race shall be deemed to be authorization for Track to use the name, image, or likeness of individual horses for promotion of attendance at and wagering on such races, whether live or at simulcasting locations.

e. The parties acknowledge that the proponents of the California Sports Wagering Regulation and Unlawful Gambling Enforcement Act (the “Sports Initiative”) have secured sufficient signatures for this proposition to be a statewide ballot initiative on the November 2022 ballot in the form set forth on Schedule 1 and that the Sports Initiative would provide Track the ability to conduct sports wagering year round at Track on condition Track continued to conduct live Thoroughbred racing. The TOC contends that all net revenues resulted from such sports wagering activity should properly be treated in the same manner as parimutuel wagering (e.g., 50-50 split between Track and TOC purse account) given the express requirement for Track to continue to conduct live racing as an ongoing condition for the right to accept sports wagers under the Sports Initiative. TOC is hereby giving notice to Track pursuant to this section 22(e) that it does not intend to enter into future horsemen’s agreement with Track beyond this 2022 Winter/Spring Agreement that do not satisfactorily address the TOC’s request for equal sharing of net revenues from wagering to be conducted by Track pursuant to the Sports Initiative. Track has not agreed to share net revenues from sports wagering by Track with the TOC pure account but acknowledges TOC’s position on the issue.

23. Race Sponsorships.

a. Track shall retain all compensation, of any nature or kind received, for any sponsorship which it sells.

b. If the TOC would like to sell a race sponsorship and has a prospective race sponsor, the TOC shall meet with Track to outline the terms of the prospective sponsorship, and TOC and Track shall use good faith efforts to come to a mutually agreeable arrangement for the sale of the sponsorship and the allocation of the proceeds.

24. Intrastate Simulcasting. Purse money and commissions generated from Intrastate Simulcasting shall be divided in accordance with the applicable provisions of the California Business and Professions Code.

25. Interstate Simulcasting (Export).

a. TOC’s consent to interstate simulcasting is required in accordance with the Federal Interstate Racing Act of 1978. Prior to each individual race meet during the Term, Track will request the consent of TOC to simulcast its races to interstate brick and mortar locations and interstate advanced deposit wagering providers (collectively “Simulcast Locations”). Additionally, after the start of an individual race meet, Track may request TOC’s consent for additional Simulcast Locations to accept the simulcast of its races. TOC consents to the simulcast of the races in accordance with the terms and conditions of TOC’s consent letters, which letter TOC shall, using reasonable efforts, issue within seventy-two (72) hours (excluding Saturdays and Sundays) after receipt of such request. Said consent letters may provide for

cancellation of consent by TOC at any time with at least three days prior written notice to Track for specified reasons. If Track objects to such cancellation the matter may be submitted by Track to the CHRB for hearing as provided in Section 33(d).

b. Track and TOC acknowledge that Track enters into End User Agreements with interstate simulcast locations. Such End User Agreements provide, in part, that decoder fees shall be paid to Track by the interstate simulcast locations. TOC believes that owners are entitled to share fifty percent (50%) of all net decoder revenue received by the Track to be used for purses and retroactive payment of purses. Track believes that owners are not entitled to share net decoder revenues received by Track. By virtue of the support and cooperation of all California racing associations in 2004 in seeking and obtaining passage of legislation known as A.B. 701, the TOC Board of Directors resolved to forego any claims to such revenues, past and future, until such time as the statute(s) authorized by passage of said legislation sunsets or is repealed.

26. Interstate Simulcasting (Import). Track and TOC desire to import simulcast races from out-of-state locations. The Parties agree that any and all such imported interstate simulcasts shall be undertaken pursuant to existing California law including, but not limited to, Business & Professions Code Section 19601(j). In addition, Track agrees to provide TOC prior notification of the terms of any oral or written agreements and copies of written agreements with out-of-state locations from whom Track intends to import races for wagering purposes. Purse money and commissions generated from wagering on imported races from out-of-state locations shall be divided in accordance with the applicable provision of the California Business and Professions Code.

27. International Simulcasting (Export).

a. Prior to each individual race meet which occurs during the Term, Track will request the consent of TOC to simulcast its races to international locations. Additionally, after the start of an individual race meet, Track may request TOC's consent for additional locations to accept the simulcast of its races. TOC consents to the simulcast of the races in accordance with the terms and conditions of TOC's consent letters, which letter TOC shall, using reasonable efforts, issue within seventy-two (72) hours (excluding Saturdays and Sundays) after receipt of such request. Said consent letters may provide for cancellation of consent by TOC at any time with at least three days prior written notice to Track for specified reasons. If Track objects to such cancellation the matter may be submitted by Track to the CHRB for hearing as provided in Section 33(d) herein.

b. With respect to the export of simulcast races internationally which are not commingled into Track's pools, the compensation paid shall be equally divided between commissions for and purses at Track.

28. International Simulcasting (Import). Track and TOC desire to import simulcast races from out-of-country locations. The Parties agree that any and all such imported international simulcasts shall be undertaken pursuant to existing California law including, but not limited to, Business & Professions Code Section 19601(j). In addition, Track agrees to provide TOC prior to consummation thereof contents of oral agreements and copies of written

agreements with out-of-country locations from whom Track intends to import races for wagering purposes. Purse money and commissions generated from wagering on races imported from out-of-country locations shall be divided in accordance with the applicable provisions of the California Business and Professions Code.

29. Intrastate Advance Deposit Wagering (“ADW”). Track has requested the consent of TOC to the simulcast of races conducted at Track during each individual race meet which takes place during the Term for the purposes of intrastate advance deposit wagering by and/or wagering instructions to California licensed advance deposit wagering providers pursuant to California Business & Professions Code, section 19604(b)(1)(C) and the Interstate Horseracing Act, 15 USC 3001, et. Seq. TOC shall provide its consent on a case-by-case basis for each ADW provider by a separate consent letter.

30. Fire and Disaster Insurance.

a. The fire and disaster insurance policy is attached as Exhibit E. Track shall upon receipt of an invoice pay its proportionate share of the yearly premium (which proportionate share shall be calculated on a reasonable basis). The amount recovered by an owner under the insurance policy set forth in Exhibit E shall be credited as an offset to the liability of Track, if any. Track shall have no obligation to purchase any insurance policy covering horses and/or property owned by the members of the TOC should the policy set forth on Exhibit E terminate during the Term. Additionally, if no policy is attached as Exhibit E upon execution of this Agreement, Track shall have no obligation to purchase any insurance policy covering horses and/or property owned by the members of the TOC.

b. Other than Track’s obligation set forth in subsection (a) above, if any, Track is not responsible for the purchase of any insurance policy covering horses and/or property owned by the members of the TOC. However, in the event that all of the members of the California Thoroughbred racing industry decide to cooperate in the purchase of a fire and disaster insurance policy which covers horses and/or property owned by the members of the TOC which are stabled or located at Track, Santa Anita Park, Del Mar, Los Alamitos (Thoroughbred), or San Luis Rey Downs, and such policy has a yearly premium of \$100,000 or less, Track shall upon receipt of an invoice pay its proportionate share of the yearly premium (which proportionate share shall be calculated on a reasonable basis). If an insurance policy is acquired pursuant to this subsection, the amount recovered by an owner under this insurance policy shall be credited as an offset to the liability of Track, if any.

31. TOC Covenants. During the Term and as long as Track is not in violation of the terms of this Agreement or of applicable law, TOC will not instigate, promote, encourage, or engage in any boycott of any race or race meeting (except and in the event the track is unsafe for racing) conducted by Track, nor will it encourage any of its members to do so; but shall, so long as Track is not in breach of the provisions hereof, exercise and apply such persuasive means as it may lawfully use to encourage its members to conform to, comply with, and respect the obligations of TOC hereunder.

32. Track Covenants. During the Term and as long as TOC is not in violation of the terms of this Agreement or of applicable law, Track shall recognize TOC as the official organization representing owners and shall not file or participate in any action, claim, or proceeding seeking the decertification of the TOC as the official and exclusive representative of California thoroughbred owners, nor will Track engage in a lockout of TOC members.

33. Mutuality.

a. Track and TOC represent to each other that they are mutually interested in the continuance, maintenance, and improvement of thoroughbred racing in the State of California and, to that end, believe it most advisable and to their mutual best interests that any future differences of opinion between them with respect to the provisions hereof, the matters covered hereby, or any other matter or thing pertaining to thoroughbred racing wherein both Parties are interested, should be settled by them, without undue publicity, by negotiation and consultation. Each Party will cooperate with the other to promote, foster, and retain public good will toward thoroughbred racing by conducting racing on the highest possible plane through maintenance of high standard of fairness and honesty.

b. Track will notify and consult the TOC, and, whenever reasonable and possible, obtain the consent and approval of the TOC, whenever substantial changes are contemplated by Track and proposed with respect to Track racing surfaces, racing schedule, or conditions affecting the backstretch.

c. A Horsemen-Management Committee may be created, composed of such members of the TOC as TOC may designate and the President and/or General Manager, the Racing Secretary, Track Superintendent and other administrative officials to be designated by Track. All matters concerning problems of the horsemen with the Track will be referred to this committee in an effort amicably and equitably to adjust and resolve any problems which may arise.

d. If, after the execution of this Agreement, and after reasonable and good faith efforts to negotiate settlements of differences in opinion between TOC and Track, such settlements are not achieved, either TOC or Track may cause both Parties to present the matter for hearing before the CHRB as provided in Section 19613.1(c) of the California Horse Racing Law. The matter may be settled by a hearing before the CHRB or Hearing Officer appointed by the CHRB and whom shall be mutually agreed upon by TOC and Track. The decision of the CHRB or Hearing Officer, as the case may be, shall be binding on Track and TOC unless it is in contravention of applicable Federal and State law, in which case the decision may be appealed pursuant to applicable Federal and State law

34. Default. The respective covenants herein contained are concurrent, and no covenant shall be enforced by either Party hereto which at the time is in default hereunder. If any dispute shall arise hereunder, the matter may be submitted by either Track or TOC for a hearing before the CHRB as provided in Section 33(d).

35. Inconsistent Language. When the language in the Condition Book, Stall Application, Stakes Nomination Forms, or proposed Stakes Book for an upcoming meet, or any other document pertaining to the eligibility of horses and conditions for racing is inconsistent with the language in this Agreement, the language in this Agreement shall control.

36. Notices. Notices required to be given under this Agreement shall be sent by certified mail, return receipt requested, postage prepaid as follows, or by email.

If to Track: Craig Fravel  
Santa Anita Park  
285 W. Huntington Drive  
Arcadia, CA 91007  
[Craig.Fravel@stronachgroup.com](mailto:Craig.Fravel@stronachgroup.com)

With a copy to: David Duggan  
Golden Gate Fields  
1100 Eastshore Hwy  
Albany, CA 94706  
[David.Duggan@goldengatefields.com](mailto:David.Duggan@goldengatefields.com)

If to TOC: Greg Avioli  
CEO  
Thoroughbred Owners of California  
285 W. Huntington Drive  
Arcadia, CA 91007  
[gavioli@toconline.com](mailto:gavioli@toconline.com)

37. Reservation of Rights. The terms of this Agreement shall be without prejudice to the abilities of the Parties to challenge, by legal proceedings or otherwise, any rights, obligations, or privileges which are the subject hereof upon termination of this Agreement, and the Parties shall not be deemed to waive or abridge any rights, claims, or privileges following such termination.

38. TOC Office Space. Track agrees to provide to TOC free, front side office space, acceptable to TOC, during the Term.

39. TOC Signage. Track shall place a TOC sign in a prominent location mutually agreed upon by the Parties on the rail of the main track. Additionally, Track shall place a TOC sign in a mutually agreed upon location within the winner's circle.

40. Backstretch Cafeteria.

a. During the Term when horses are stabled at Track, Track will cause to be kept open on every racing day a cafeteria located on the backstretch for the patronage and

convenience of owners, trainers and backstretch personnel. The cafeteria shall remain open from 5:00 A.M. to at least 6:00 P.M. on every regular race day with early afternoon post times. Periodic closing for cleaning will apply on all days.

b. During the Term when horses are stabled at Track, Track will provide the aforementioned food service during days on which racing is not conducted from 5:00 A.M. to 1:00 P.M.

41. Daily Fantasy Sports. Track and TOC acknowledge a dispute between themselves regarding the necessity of Track sharing revenues with horsemen from daily fantasy sports contests (“DFS”) conducted by Track at Golden Gate Fields. TOC contends that DFS is a form of wagering and as such should be treated in substantially the same manner as the distribution of revenues from pari-mutuel wagering conducted at Track. Track contends that there is no current requirement for Track to share revenues from DFS activities with TOC. In an effort to resolve this dispute, and without in any way waiving any of the above stated positions, Track and TOC agree to engage in good faith negotiations regarding Track sharing with TOC a portion of profits derived by Track from DFS activities conducted by Track at Golden Gate Fields during the Term.

42. Historic Horse Racing.

a. Track shall not implement Historic Horse Racing at Track without first obtaining the consent of the CHRB.

b. Track shall not make more than fifteen (15) Historic Horse Racing machines available for use at Track without a written agreement with the TOC. Such written agreement shall contain terms and conditions that, among other things, (i) specify the range of takeout rates that Track will utilize for Historic Horse Racing, (ii) specify the amount of each dollar of takeout that will be paid to purses at each varying takeout level within the range, and (iii) provide for the manner in which Track can recover its costs to implement Historic Horse Racing (such costs to include capital expenditures and operating costs). Additionally, the Parties agree that when negotiating the agreement required by this subsection, neither Party shall use the economic arrangement when there are fifteen (15) machines or less as precedent for the economics of this agreement.

43. Other California Matters. The Race Day Medication Agreement is set forth in Exhibit D.

44. Miscellaneous.

a. Modifications. This Agreement constitutes the entire agreement between the Parties hereto and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between the Parties. The Parties acknowledge that no representations, inducements, promises, agreements, or warranties, either oral or otherwise, have been made to them, or anyone acting on their behalf, which are not embodied in this Agreement, and that they have not executed this Agreement in reliance on any

such representation, inducement, promise, agreement, or warranty. It is expressly understood and agreed that this Agreement may not be altered, amended, modified, or otherwise changed in any respect or particular whatsoever except by a writing duly executed by an authorized representative of each Party.

b. Applicable Law. This Agreement, including all matters of construction, validity, and performance, shall be governed, construed, and enforced in accordance with the laws of the State of California, as applied to contracts executed and to be fully performed in California by citizens of California and without reference to principles of conflicts of law. Venue of any action arising out of this Agreement shall be heard first in an applicable state court of California and absent jurisdiction in such state court, then in the applicable federal court of California.

c. Interpretation. This Agreement has been jointly negotiated and drafted by the Parties and, in construing and interpreting this Agreement, no provision shall be construed or interpreted for or against any of the Parties because such provision, or any other provision, or the Agreement as a whole, was purportedly drafted by a particular Party.

d. Waiver; Remedies. The failure by one Party to require performance of any provision of this Agreement shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver by one Party of a breach by the other Party be considered a waiver of any or all subsequent breaches by the breaching Party. All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the Parties, whether provided by law, equity, statute, in any other agreement between the Parties, or otherwise.

e. Counterparts. This Agreement and all amendments hereto may be executed in several counterparts and each counterpart shall constitute a duplicate original of the same instrument. Track and TOC agree that copies of this Agreement sent by email (in PDF or similar format) or fax, and the signatures thereon, shall be deemed valid executed originals of this Agreement.

f. Severability. Any provision hereof prohibited by, or unlawful, or unenforceable under any applicable law, rule, or regulation shall be ineffective without affecting any other provision or enforcement of this Agreement.

g. Successors and Assigns. This Agreement shall be binding on and inure to benefit of the Parties hereto and their successors and assigns. This Agreement is intended to fully comply with Sections 2041 and 2042, Article 22 of Title 4, Chapter 4 of the Administrative Code (Rules and Regulations of the CHRB).

h. No Third Party Beneficiaries. Except with respect to the indemnification obligations set forth in this Agreement, the provisions of this Agreement are not intended to be for the benefit of, or enforceable by, any party other than Track or TOC. Except for Track and TOC, no party shall have any right to rely upon or enforce any of the terms and provisions of this Agreement other than the indemnification obligations set forth in this Agreement.

The Parties have executed this Agreement as of the date first written above.

Pacific Racing Association

Thoroughbred Owners of California



By: \_\_\_\_\_

By:

Name: Craig Fravel

Name: Greg Avioli

Title: President

Title: President & CEO

Date: December 3, 2021

Date: December 3, 2021

Exhibit A

Projection for Overnight Purses

To be provided on a meet by meet basis – attached

Exhibit B  
Overnight Purse Schedule

PURSE SCHEDULE			2021	2021	2021	2022
GOLDEN GATE FIELDS			Wtr-Spr	Summer	Fall	W-S Proj
Category	Claiming	Condition				
Allowance		Open	\$33,000	\$33,000	\$33,000	\$33,000
Allowance		NW x 1	\$31,000	\$31,000	\$31,000	\$31,000
Alw/Opt Claiming	\$25,000/\$32,000	NW x 1	\$31,000	\$31,000	\$31,000	\$31,000
Allowance		NW x 2	\$32,000	\$32,000	\$32,000	\$32,000
Alw/Opt Claiming	\$62,500/\$50,000	NW x 2	\$32,000	\$32,000	\$32,000	\$32,000
Alw/Opt Claiming	\$80,000	NW x 3	\$33,000	\$33,000	\$33,000	\$33,000
Claiming	\$3,200	NW2 Clause	\$10,000	\$10,000	\$10,000	\$13,000
Claiming	\$4,000	NW2	\$10,400	\$10,400	\$10,400	\$13,400
Claiming	\$4,000	NW3	\$10,500	\$10,500	\$10,500	\$13,500
Claiming	\$4,000	NW/Date, NW 4	\$11,000	\$11,000	\$11,000	\$14,000
Claiming	\$3,200		\$10,000	\$10,000	\$10,000	\$13,000
Claiming	\$4,000		\$11,500	\$11,500	\$11,500	\$14,500
Claiming	\$5,000		\$12,000	\$12,000	\$12,000	\$15,000
Claiming	\$5,000	NW2 Clause	\$11,500	\$11,500	\$11,500	\$14,500
Claiming	\$5,000	NW/Date or NW4	\$11,500	\$11,500	\$11,500	\$14,500
Claiming	\$6,250	NW2	\$11,000	\$11,000	\$11,000	\$14,000
Claiming	\$6,250	lyo&up NW 3/or 3yc	\$11,500	\$11,500	\$11,500	\$14,500
Claiming	\$6,250		\$13,000	\$13,000	\$13,000	\$16,000
Claiming	\$6,250	NW/Date or NW4	\$12,000	\$12,000	\$12,000	\$15,000
Claiming	\$8,000		\$14,000	\$14,000	\$14,000	\$17,000
Claiming	\$8,000	NW2	\$11,500	\$11,500	\$11,500	\$14,500
Claiming	\$8,000	NW2 Clause	\$12,500	\$12,500	\$12,500	\$15,500
Claiming	\$10,000		\$15,000	\$15,000	\$15,000	\$18,000
Claiming	\$10,000	lyo&up NW 3/or 3yc	\$12,000	\$12,000	\$12,000	\$15,000
Claiming	\$12,500	NW2	\$12,000	\$12,000	\$12,000	\$15,000
Claiming	\$12,500	NW2 Clause	\$14,000	\$14,000	\$14,000	\$17,000
Claiming	\$12,500		\$17,000	\$17,000	\$17,000	\$20,000
Claiming	\$16,000		\$19,000	\$19,000	\$19,000	\$22,000
Claiming	\$16,000	lyo&up NW 3/or 3yc	\$16,000	\$16,000	\$16,000	\$19,000
Claiming	\$20,000		\$20,000	\$20,000	\$20,000	\$23,000
Claiming	\$20,000	NW2 Clause	\$18,000	\$18,000	\$18,000	\$21,000
Claiming	\$20,000	lyo&up NW 3/or 3yc	\$15,000	\$15,000	\$15,000	\$18,000
Claiming	\$25,000	NW&2 Lifetime	\$17,000	\$17,000	\$17,000	\$20,000
Claiming	\$25,000		\$23,000	\$23,000	\$23,000	\$26,000
Claiming	\$32,000		\$24,000	\$24,000	\$24,000	\$27,000
Claiming	\$40,000		\$25,000	\$25,000	\$25,000	\$28,000
Maiden Claiming	\$5,000		\$10,000	\$10,000	\$10,000	\$13,000
Maiden Claiming	\$8,000		\$10,500	\$10,500	\$10,500	\$13,500
Maiden Claiming	\$12,500		\$11,000	\$11,000	\$11,000	\$14,000
Maiden Claiming	\$16,000		\$12,000	\$12,000	\$12,000	\$15,000
Maiden Claiming	\$20,000		\$13,000	\$13,000	\$13,000	\$16,000
Maiden Claiming	\$25,000		\$14,000	\$14,000	\$14,000	\$17,000
Maiden Claiming	\$32,000		\$15,000	\$15,000	\$15,000	\$18,000
Maiden Claiming	\$50,000		\$18,000	\$18,000	\$18,000	\$21,000
Maiden Special		All Ages	\$30,000	\$30,000	\$30,000	\$30,000
Maiden Special		2Yr Okds@ 1/4	\$20,000	\$20,000	\$20,000	\$20,000
Overnight Stakes			\$50,000	\$50,000	\$50,000	\$50,000
Starter Allowance	\$4,000		\$12,500	\$12,500	\$12,500	\$15,500
Starter Allowance	\$6,250		\$13,500	\$13,500	\$13,500	\$16,500
Starter Allowance	\$8,000		\$15,000	\$15,000	\$15,000	\$18,000
Starter Allowance	\$12,500		\$17,000	\$17,000	\$17,000	\$20,000
Starter Allowance	\$40,000	NW&2 Lifetime	\$19,000	\$19,000	\$19,000	\$22,000

Exhibit C

Stakes Schedule

**Golden Gate Fields  
Stakes Races  
Winter/Spring 2022  
(Proposal for TOC)**

**EL CAMINO REAL DERBY**  
\$100,000 Guaranteed  
3yo – 1 1/8 mile (All Weather)  
Saturday, February 12, 2022

**El Dorado Shooter (Previously run in the fall)**  
\$75,000 Guaranteed  
(Includes \$25,000 CBRF supplement)  
California Bred 3yo & up – 6 furlongs  
Saturday, February 19, 2022

**CALIFORNIA DERBY**  
\$100,000 Guaranteed  
3yo – 1 1/16 mile (All Weather)  
Saturday, April 30, 2022

**CALIFORNIA OAKS**  
\$75,000 Guaranteed  
3yo Filly – 1 1/16 mile (All Weather)  
Saturday, April 30, 2022

**LOST IN THE FOG**  
\$75,000 Guaranteed  
3yo & up – 6 furlongs (All Weather)  
Saturday, April 30, 2022

**CAMILLA URSO**  
\$75,000 Guaranteed  
Fillies and Mares 3yo & up – 5 furlongs Turf  
Saturday, April 30, 2022

**GOLDEN POPPY**  
\$75,000 Guaranteed  
Fillies and Mares 3yo & up – 1 1/16 mile Turf  
Saturday, April 30, 2022

**SF MILE – GIII**  
\$250,000 Guaranteed  
3yo & up – 1 mile Turf  
Saturday, April 30, 2022

Stakes Schedule cont'd

**CAMPANILE (Golden State Series Stakes)**

\$75,000 Guaranteed

*(Incl. \$25,000 Golden State fund)*

3yo filly (Cal-breds) – 1 mile Turf

Sunday, May 1, 2022

**SILKY SULLIVAN (Golden State Series Stakes)**

\$75,000 Guaranteed

*(Incl. \$25,000 Golden State fund)*

3yo (Cal-breds) – 1 mile Turf

Sunday, May 1, 2022

**ALCATRAZ**

\$75,000 Guaranteed

3yo --1 mile Turf

Sunday, May 29, 2022

**ALL AMERICAN**

\$100,000 Guaranteed

3yo & up – 1 mile (All Weather)

Monday, May 30, 2022

**ALBANY**

Overnight Stakes

\$50,000 Added (Plus \$15,000 to Cal-Breds)

3yo & up – 5 furlongs Turf

Saturday, June 11, 2022

Exhibit D

Race Day Medication Agreement

See attached.

Exhibit E

Fire and Disaster Policy

Attached

Schedule 1

Sports Wagering Initiative

Attached

### 3<sup>rd</sup> Party Lasix Administration Agreement

This 3<sup>rd</sup> Party Lasix Administration Agreement (this "Agreement") is entered into as of November 30, 2017 (the "Effective Date") by and between the Pacific Racing Association and Pacific Racing Association II (collectively "PRA"), the Thoroughbred Owners of California, Inc. ("TOC"), and the California Thoroughbred Trainers, Inc. ("CTT" and each individually a "Party" and collectively the "Parties").

#### Recitals

- A. CHRB Rule 1845 requires that the Parties enter into an agreement to provide for race-day furosemide administration.
- B. CHRB Rule 1845 further requires that the agreement describe PRA's program for the administration of race day furosemide, the minimum level of staffing necessary to carry out the program, and the projected costs to horsemen for such administration.
- C. The Parties intend for this Agreement to comply with and satisfy the requirements of CHRB Rule 1845.

#### Agreement

With reference to the foregoing Recitals, which are hereby incorporated by reference, and in exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, PRA, TOC, and CTT to hereby agree as follows:

1. Term. This Agreement shall take effect on December 26, 2017 and shall continue through December 25, 2018 (the "Term"). If the Parties have not entered into a new agreement which satisfies the requirements of CHRB Rule 1845 prior to the conclusion of the Term, the terms and conditions set forth in this Agreement shall continue to remain in effect and binding on the Parties after the Term until such time that the Parties enter into such a new agreement or until any Party terminates this agreement upon twenty-four (24) hours' notice.
2. Cost to Horsemen. The owner shall pay to PRA (on a per administration basis) an amount equal to thirty-five dollars (\$35) for the administration of race day furosemide to such owner's horse ("Lasix Administration Fee"). The Paymaster of Purses will deduct the Lasix Administration Fee from such owner's purse account and remit it to PRA. By way of this Agreement, all owners hereby consent for the Paymaster of Purses to deduct the Lasix Administration Fee from such owner's purse account and remit it to PRA. PRA may increase the Lasix Administration Fee if there is a material increase in cost to administer the race day furosemide program; provided, however, that such increase must first be approved, with such approval not being unreasonably withheld, by the TOC.
3. Number of Veterinarians and Technicians. PRA shall initially hire two (2) furosemide veterinarians to administer the race day furosemide. If PRA decides, after consultation with the TOC and CTT, that additional furosemide veterinarians or furosemide

veterinary technicians are necessary for the proper and orderly administration of race day furosemide, PRA shall hire such additional number of furosemide veterinarians or furosemide veterinary technicians as it deems necessary.

4. Race Day Lasix Administration Program.

a. By way of this Agreement, each individual Thoroughbred owner does hereby consent to the procedures set forth in this Agreement and agrees that the pre-race examination conducted under the direction of the official veterinarian or racing veterinarian shall constitute a veterinary-client-patient relationship within the meaning of 16 CCR 2032.1.

b. The syringe used to administer the furosemide shall be placed in an evidence/ biohazard tamper-proof bag which will be sealed in front of the witnesses. The witnesses shall sign the sealed evidence/ biohazard tamper-proof bag. The sealed and signed evidence/ biohazard tamper-proof bag containing the syringe will be delivered to the CHRB. The TOC and CTT, each jointly and severally, agree to indemnify PRA and its affiliates, members, partners, shareholders, officers, directors, employees, attorneys, and agents, from and against any and all claims, demands, suits, losses, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from or related to any and all acts taken or not taken by the CHRB, tampering, contamination, loss, destruction, theft, and any and all other actions or inactions related to the evidence bag and/or syringe after PRA has delivered the evidence bag and syringe to the CHRB.

c. Additional terms and conditions of the Race Day Lasix Administration Program are attached as Exhibit A and Exhibit B which are hereby incorporated into this Agreement.

5. TOC and CTT Covenants.

a. The TOC covenants that it will take all steps necessary to ensure that all Thoroughbred owners take all steps necessary to comply with: i) the terms of this Agreement and ii) all statutes, laws, and regulations which are necessary for the Thoroughbred owner to comply with in order to effectuate the purpose of this Agreement.

b. The CTT covenants that it will take all steps necessary to ensure that all Thoroughbred trainers take all steps necessary to comply with: i) the terms of this Agreement and ii) all statutes, laws, and regulations which are necessary for the Thoroughbred trainer to comply with in order to effectuate the purpose of this Agreement.

6. Miscellaneous.

a. Entire Agreement; Amendment. This Agreement, including the Exhibit, contains the entire understanding of the Parties relating to the subject matter hereof, supersedes any and all prior or contemporaneous agreements or understandings, either oral or written, and may not be changed or terminated orally. Except as specifically provided herein, this Agreement may be amended only by a writing signed by the Parties.

b. Applicable Law. This Agreement, including all matters of construction, validity, and performance, shall be governed, construed, and enforced in accordance with the laws of the State of California, as applied to contracts executed and to be fully performed in California by citizens of California and without reference to principles of conflicts of law. Venue of any action arising out of this Agreement shall be heard first in an applicable state court of California and absent jurisdiction in such state court, then in the applicable federal court of California.

c. Waiver; Remedies. The failure by one Party to require performance of any provision of this Agreement shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver by one Party of a breach by the another Party be considered a waiver of any or all subsequent breaches by the breaching Party. All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the Parties, whether provided by law, equity, statute, or in any other agreement between the Parties, or otherwise.

d. Counterparts. This Agreement and all amendments hereto may be executed in several counterparts and each counterpart shall constitute a duplicate original of the same instrument. PRA, TOC, and CTT agree that copies of this Agreement sent by email (in PDF or similar format) or fax, and the signatures thereon, shall be deemed valid executed originals of this Agreement.

e. Severability. Any provision hereof prohibited by, or unlawful, or unenforceable under any applicable law, rule, or regulation shall be ineffective without affecting any other provision or enforcement of this Agreement.

f. No Third Party Beneficiaries. Except with respect to the indemnification obligations set forth in this Agreement, the provisions of this Agreement are not intended to be for the benefit of, or enforceable by, any party other than PRA, TOC, and CTT. Except for PRA, TOC, and CTT, no person shall have any right to rely upon or enforce any of the terms and provisions of this Agreement other than the indemnification obligations set forth in this Agreement.

[Signatures follow]

The Parties have entered into this Agreement as of the date first written above.

Pacific Racing Association

By: Scott Darby  
Name: SCOTT DARBY  
Title: VICE PRESIDENT

Pacific Racing Association II

By: Scott Darby  
Name: SCOTT DARBY  
Title: VICE PRESIDENT

Thoroughbred Owners of California, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

California Thoroughbred Trainers, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The Parties have entered into this Agreement as of the date first written above.

Pacific Racing Association

Pacific Racing Association II

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Thoroughbred Owners of California, Inc.

California Thoroughbred Trainers, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

The Parties have entered into this Agreement as of the date first written above.

Pacific Racing Association

Pacific Racing Association II

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Thoroughbred Owners of California, Inc.

California Thoroughbred Trainers, Inc.

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: Alan F. Balch

Title: \_\_\_\_\_

Title: Executive Director

Exhibit A

Golden Gate Fields Furosemide Protocol – See Attached

Exhibit B

Medication Administration Protocol – See Attached

## Exhibit A

### **Golden Gate Fields Furosemide Protocol**

Furosemide (Lasix/Salix) may be administered on race day only if the horse is registered on the CHRB authorized bleeder medication list as provided for pursuant to 4 CCR 1845. If a horse is not registered on the CHRB authorized bleeder medication list, as provided pursuant to 4 CCR 1845 the horse may not receive furosemide on race day. The following rules shall govern the use of race day furosemide:

1. Race day furosemide shall only be administered by the furosemide veterinarian or furosemide technician. Any horse which receives race day furosemide from any person other than the furosemide veterinarian or furosemide technician shall be scratched from the race.

2. All horses that wish to be administered race day furosemide must be registered on the CHRB authorized bleeder medication list even if they have raced in other jurisdictions on race day furosemide.

3. The Stewards shall scratch a horse if they are unable to determine that a horse on the authorized bleeder medication list has been administered furosemide prior to a race, or that furosemide was administered to a horse less than four hours prior to the post time of a race that horse is entered to run.

4. Furosemide is the only authorized race day medication at a single IV dose between 150mg-500mg (3cc to 10 cc). A horse registered to be administered furosemide shall receive 250 mg of furosemide intravenously unless an alternative dose of not less than 150 mg and not more than 500 mg has been determined after consultation between the trainer, owner, or owner's veterinarian, and the furosemide veterinarian.

5. A horse registered on the official authorized bleeder medication list must remain on the list unless the trainer or owner's veterinarian requests the horse be removed. The request must be made using the applicable CHRB form, and which must be submitted to the official veterinarian and approved prior to the time of entry. A horse removed from the authorized bleeder medication list may not be placed back on the list for a period of 60 calendar days unless the official veterinarian determines it is medically necessary for the horse. If a horse is removed from the authorized bleeder medication list a second time in a 365-day period, the horse may not be placed back on the list for a period of 90 calendar days.

6. Horses registered on the authorized bleeder medication list which run in jurisdictions that do not allow the use of furosemide on race day do not require re-registering upon returning to California. A horse registered on the CHRB authorized bleeder medication list must receive furosemide. Failure to receive furosemide while registered in the CHRB authorized bleeder medication shall result in the horse being scratched from the race.

7. The trainer of any horse to be entered in a race in a race at Golden Gate Fields shall report any previous or current incidents of exercise induced pulmonary hemorrhage and any

previous adverse reactions to furosemide to the furosemide veterinarian and the CHRB official veterinarian.

8. As it relates to all horses that are entered to race on any given day and that are either stabled at Golden Gate Fields or have arrived at Golden Gate Fields no later than 4:15 am of race day, the trainer shall post the applicable CHRB detention stall sign on the horse's stall no later than 4:30 am of race day. Notwithstanding the generality of the foregoing, if PRA personnel announce an earlier time for posting the CHRB detention stall sign for any particular race day, all trainers shall be required to post the applicable CHRB detention stall sign at such earlier time.

9. If applicable, as it relates to all horses that are entered to race on any given day and that are not stabled at Golden Gate Fields or have not arrived at Golden Gate Fields by 4:15 am of race day, the trainer shall post the applicable CHRB detention stall sign on the horse's stall at the off-site stabling facility and at the stall at Golden Gate Fields that the horse will occupy prior to the race no later than 4:15 am of race day. Notwithstanding the generality of the foregoing, if PRA personnel announce an earlier time for posting the CHRB detention stall sign for any particular race day, all trainers shall be required to post the applicable CHRB detention stall sign at such earlier time. All horses that are stabled at an off-site stabling facility must arrive at Golden Gate Fields no later than five (5) hours prior to post time of the race for which it is entered.

10. Regardless of the time of arrival at Golden Gate Fields, if the horse is not stabled at Golden Gate Fields, PRA security officers which are assigned to the gate(s) through which horses arrive from other locations shall maintain a log depicting the horse's name, time of arrival, scheduled race number and post time. In the event that a horse arrives less than five (5) hours prior to the scheduled post time for its race, the security officer shall notify the Stewards and racing secretary of the late arrival.

## Exhibit B

### Medication Administration Protocol

1. Furosemide Veterinarians highlight their assigned horses on treatment sheet.
2. The furosemide coordinator , furosemide veterinarians, and furosemide technicians shall review treatment assignments by performing a roll call of each horse in each race to verify that:
  - a. All furosemide eligible horses are assigned to a veterinarian or technician.
  - b. Only one furosemide veterinarian or technician is assigned to each horse.
  - c. Furosemide ineligible horses are not assigned for furosemide treatment.
  - d. Scratches, medication status changes, and stall assignments changes are accurately recorded by all.
3. Furosemide shall be administered only after: a) the trainer, owner, or the owner's veterinarian has consulted with the furosemide veterinarian regarding the condition of the horse, and b) the furosemide veterinarian has examined the horse sufficiently to establish a veterinary-client-patient relationship in accordance with 16 CCR 2032.1.
4. Furosemide administration shall be performed in the horses' stalls between 4½ to 4 hours prior to the published post time for the race in which the horse is entered. Veterinarians, or technicians, are not to administer furosemide after the 4 hour deadline unless authorized by the Stewards.
5. If a horse is not in its assigned barn/stall when treatment is attempted, the veterinarian, or technician, is to promptly notify the furosemide coordinator who shall contact the Stewards (to have them determine the location of the horse) and then advise the veterinarian, or technician, of the horses' status / location.
6. If no attendant is present, the horse will not be treated. The veterinarian, or technician, will radio the furosemide coordinator who shall notify the Stewards and request instruction.
7. Administration of the medicine.
  - a. The furosemide veterinarian, or technician, shall:
    - i. Advise the attendant that he/she is present to administer furosemide and state the horse's name and race number.

ii. Notify the furosemide coordinator (via telephone or radio) that he/she is preparing to treat the horse by stating the race number, horse's program number, and the horse's name. If all information is correct, the furosemide coordinator shall respond with an affirmation for the veterinarian, or technician, to proceed. If any information is not correct, the furosemide coordinator shall notify the Stewards and inform the veterinarian, or technician, of the Stewards instructions

iii. Confirm the horse's identity by tattoo inspection. The trainer's attendant shall display the tattoo as the furosemide veterinarian, or technician, shall not contact a horse's mucous membranes unless wearing disposable exam gloves. If the lip tattoo is illegible or no tattoo is present, the furosemide veterinarian, or technician shall use the horse's physical description (as provided in the InCompass printout) to verify its identity. The furosemide veterinarian, or technician, shall notify the furosemide coordinator and a note will be made on the Horse ID sheet. Microchip readers will be used to identify horses when microchips are widely available.

\*\*If the identity of a horse cannot be verified, the veterinarian, or technician, shall notify the furosemide coordinator who shall notify the Stewards and wait for further instruction.

b. Trainers are required to have an attendant present when a horse is administered race day furosemide to:

i. Catch and hold the horse.

ii. Display the tattoo to the furosemide veterinarian, or technician; or if applicable, assist in identifying the horse through physical description or microchip reader.

iii. Assist, upon the instruction of the furosemide veterinarian, or technician, with the administration of the furosemide.

iv. Perform any additional functions necessary and related to the administration of the race day furosemide.

c. A horse registered to be administered furosemide shall receive 250 mg of furosemide intravenously unless an alternative dose of not less than 150 mg and not more than 500 mg has been determined after consultation between the trainer, owner, or owner's veterinarian, and the furosemide veterinarian.

d. To administer the medication the furosemide veterinarian, or technician, shall:

i. At the discretion of the administering veterinarian, or technician, use alcohol swabs to assist in visualization of the jugular vein.

ii. The veterinarian, or technician, requests the attendant to elevate the horse's head to position it so that the jugular vein is accessible and easily visualized.

iii. The injection site is the proximal third of the left jugular vein, but distal to Viborg's triangle. Right sided administration may be performed if warranted by condition of the left vein or at the request of the trainer. Right sided administration is to be noted on the Horse Identification Program.

iv. The veterinarian occludes and visualized the jugular vein, directs the needle cranially and aspirated to verify needle placement. Aspiration is repeated as necessary to confirm correct needle placement

\*\*In the event of an adverse reaction or other emergency related to the administration of furosemide, the furosemide veterinarian, or technician, who administered the furosemide shall attend the horse until the arrival of the owner's veterinarian.

8. After the medicine has been administered, the furosemide veterinarian, or technician, shall:

a. Notify the official veterinarian of the treatment of the horse. Such notification shall be made on the applicable CHRB form and given no later than two hours prior to post time of the race for which the horse is entered.

b. Comply with all record keeping requirements of 16 CCR 2032.3.

c. Complete recording of information on the Horse Identification Program

with:

i. Time of administration.

ii. Barn/stall (if not previously noted).

iii. Furosemide dose.

iv. Attendant's California CHRB license number or Stable Badge number. If the attendant has no form of photo identification, the veterinarian will inform the furosemide coordinator who will notify the Stewards.

d. Secure the attendant's signature on the Horse Identification Program.

e. All parties present during the administration of furosemide shall certify in writing that they have witnessed the furosemide administration by signing the applicable CHRB form. The furosemide veterinarian, or technician, shall place the syringe used to administer the race day furosemide in an evidence/ biohazard tamper-proof bag which will be sealed in front of the witnesses. The witnesses shall sign the sealed evidence/ biohazard tamper-proof bag. The evidence/ biohazard tamper-proof bag shall be labeled with:

i. Name of horse.

ii. Name of trainer.

iii. Date and time of furosemide administration.

f. The sealed and signed evidence/ biohazard tamper-proof bag containing the syringe will be delivered daily to the CHRB investigator's office or such other location as directed by CHRB.

g. A summary of events shall be written by the administering veterinarian, or technician, and provided to the Racing Secretary.

NOTICE TO APPLICANT: Pursuant to CHRB Rules 1870 and 1871, the CHRB shall be given 15 days' notice in writing of any intention to terminate a horse racing meeting or the engagements or services of any licensee, approved concessionaire, or approved service contractor.

**24. CERTIFICATION BY APPLICANT**

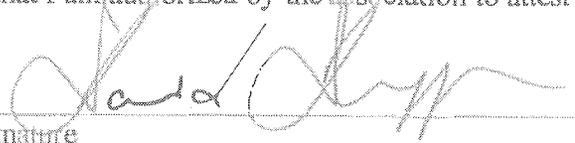
I hereby certify under penalty of perjury that I have examined this application, that all of the foregoing statements in this application are true and correct, and that I am authorized by the association to attest to this application on its behalf.

David Duggan

Print Name

GM / VP

Print Title



Signature

09-24-2021

Date

STAFF ANALYSIS  
December 15, 2021

Issue: APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE LOS ANGELES TURF CLUB, INC. AT SANTA ANITA DECEMBER 15, 2021 THROUGH JUNE 21, 2022.

Los Angeles Turf Club (LATC) filed its application to conduct a thoroughbred horse racing meeting at Santa Anita:

- December 15, 2021, through June 21, 2022, or 79 days; twenty-three days less than in the 2020 to 2021 meet. LATC proposes to race a total of 665 to 891 races, or 8.42 to 11.28 races per day. Live racing will commence December 26, 2021, through June 19, 2022. In 2020/2021, LATC ran 9.01 races per day with an average of 7.24 runners per race. The average daily purse for the 2020/2021 race meeting was \$604,894. The (estimated) average daily purse for this meet is \$676,733.

December 2021						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

- Racing on Sunday the first week; Friday through Sunday the remainder of the race meet, with the exception of racing Monday, January 17, 2022, Monday, February 21, 2022, and Monday, May 30, 2022. Seven to nine races weekdays; nine to twelve races opening day, weekends, and holidays; exceptions: nine to 14 races March 5, 2022, nine to 14 races April 2, 2022, nine to 14 races May 6, 2022, nine to 14 races May 7, 2022, nine to 14 races May 21, 2022, and nine to 14 races June 11, 2022.
- First post 1:00 p.m. weekdays, 12:30 p.m. weekends and holidays, with the following exceptions:
  - Sunday, December 26, 2021 12:00 p.m.
  - Saturday, January 1, 2022 12:30 p.m.
  - Saturday, January 22, 2022 12:00 p.m.
  - Sunday, February 6, 2022 11:00 a.m.
  - Saturday, March 5, 2022 12:00 p.m.
  - Saturday, April 2, 2022 12:00 p.m.

*Post time subject to change with reasonable advance notice to the Board:*

  - Saturday, May 6, 2022 11:00 a.m.
  - Saturday, May 21, 2022 11:00 a.m.
  - Saturday, June 11, 2022 11:00 a.m.
- Wagering program will use CHRB and ARCI rules.

LATC requests to use a modified version of ARCI rule for the Pick 6 contest. LATC also requests to allow patrons to select an alternate wagering interest in any of the Pick (n) contests in the event their selected wagering interest is scratched.

Alternate Wagering Interest

LATC requests that the Board allow patrons to select an alternate wagering interest in any of the Pick (n) contests in the event their selected wagering interest is scratched. Pursuant to ARCI 004-105(G)(4), the Association must receive authorization from the Board to allow patrons to select an alternate wagering interest.

## Pick 6

LATC requests to use an alternative definition of “unique” to govern the Pick 6 payout. Pursuant to ACRI 004-105(G)(2)(g), LATC is required to identify which definition of “unique” under ARCI 004-105(G)(16)(b) they will use to govern the Pick 6. Under the ARCI model rule there are only two possible definitions for “unique”. LATC is requesting an alternative definition which is not referenced in the ARCI model rule or in the CHRB’s rules. Under ARCI 004-105(G)(1), the Board has the authority to approve the proposed LATC definition.

LATC also requests a change to the ARCI model rules during instances of late surface changes. LATC requests that on any day in which a surface change after the Pick 6 pool has closed, the race(s) are declared a “Win All,” not a “no contest.” Also, LATC requests that on any day in which there is a surface change after the Pick 6 pool has closed, the payout distribution in ARCI 004-105(G)(2)(g) be used. If there is no unique ticket, the entire day’s net pool be paid to ticketholders who correctly selected the most first-place finishers in the Pick 6 contests. Under ARCI 004-105(G)(1), the Board has the authority to approve these requested changes.

- Additional Wagering Information
  - Early wagering 8:30 a.m. to 10:00 a.m. daily.
  - \$2 Win, Place, and Show parlay available on every eligible race. Wager must combine at least two but not more than six races.
  - \$1 Exacta on all eligible races.
  - \$0.50 Trifecta on all eligible races.
  - \$0.10 Superfecta wagering on all eligible races.
  - Rolling \$2 Daily Doubles – 20% takeout.
  - \$0.50 Pick 3.
  - \$0.50 Pick 4 on races 2-5; No consolation; 100% payout; Alternate runner provision.
  - \$0.50 Pick 4 on last 4 races; No consolation; 100% payout; Alternate runner provision.
  - \$0.50 Pick 4 on race 5 if 11 race card, race 6 if 12 race card; race 6 if 13 race card, race 7 if 14 race card; No consolation; 100% payout; Alternate runner provision.
  - \$0.50 Pick 5 on first five races – 14% takeout; 100% payout to all tickets selecting five winners; No consolation; 100% carryover to next day’s Early Pick 5 if no ticket has five winners; Alternate runner provision.
  - \$0.50 Pick 5 on last five races; 100% payout to all tickets selecting five winners; No consolation; 100% carryover to next day’s Late Pick 5 if no ticket has five winners; Alternate runner provision.
  - \$1 Pentafecta (Super High 5) on all races that have 7 or more declared starters; 100% payout on all tickets selecting five winners; No consolation; 100% carryover to next race (including to next race day, if applicable).
  - \$0.20 Pick 6 on last six races daily. If no unique winning ticket, 70% will be paid to minor pool, and 30% will be added to major pool carryover.  
Payout distribution will be in accordance with ARCI 004-105(G)(2)(g):
    - The net pool and any carryover will be paid to the unique winning ticket

- holder who selected all the first-place finishers.
- If there is no unique winning ticket, the minor share of the pool will be distributed to those who selected the greatest number of first-place finishers, and the major share will be added to the carryover.
- If there is no correct selection of at least one first-place finisher, the day's net pool will be refunded, and any previous carryover pool will be carried over to the next scheduled corresponding pool.
- \$5 Daily Double (Golden Hour Double Play) connecting the last 2 races of the day at Santa Anita Park with the last 2 races of the day at Golden Gate Fields – 15% takeout; Wager will not be offered if the last race at Golden Gate Fields goes off before the last race at Santa Anita Park.
- \$1 Pick 4 (Golden Hour Pick 4) connecting the last 2 races of the day at Santa Anita Park with the last 2 races of the day at Golden Gate Fields – 15% takeout; Wager will not be offered if the second to last race at Golden Gate Fields goes off before the second to last race at Santa Anita Park; No consolidation; 100% payout; Alternative runner provision.
- The date designated for distribution of the carryover pool is: Mandatory payout on closing day, June 19, 2022. Additionally, LATC requests that the Board approve additional mandatory distributions prior to closing day throughout the meet on the condition that the Executive Director is notified at least five (5) days before any such mandatory distribution and such notification includes a justification for the distribution and an explanation of the benefit to be derived.

Board Rule 1976.9, Pick (n) Pool, allows for carryover. Section 1976.9(h) specifies that permission to distribute the Pick (n) carryover on a *specific date and performance* shall be obtained from the Board. The mandatory payout request must contain the intended date and performance for the distribution, and that request must be approved by the Board.

- Business and Professions Code (BPC) section 19464(b):  
No application for license to conduct a horse racing meeting shall be granted unless the applicant has deposited with the Board a surety bond in the amount of \$100,000, or a greater amount, as determined by the Board, which is sufficient to ensure payment of employee wages and benefits including, but not limited to, health, welfare, and pension plans. The surety bond shall be maintained during the period of the meeting and for an additional period, as determined by the board, sufficient to assure that all payments are made. In the event of a dispute over the amount owed, the dispute shall be resolved through the grievance procedures set forth in the labor agreement of the union representing the class of employees affected.

This subdivision does not apply to any person or association licensed to operate a horse race meeting prior to January 1, 2001, which has conducted a race meeting in each of the immediate three previous consecutive calendar years.

LATC's initial race meeting was conducted before January 1, 2001. Therefore, it is not subject to the provisions of BPC section 19464(b).

- The Advance Deposit Wagering (ADW) providers are Xpressbet, TwinSpires, TVG Network, NYRA Bets, and BetAmerica.

Pursuant to BPC Section 19604, specific provisions must be met before an ADW provider can accept wagers.

Summary of BPC Section 19604

*To accept wagers on races **conducted in California** from a resident of California.*

- The ADW provider must be licensed by the Board.
- A written agreement allowing those wagers exists with the racing association or fair conducting the races on which the wagers are made.
- The agreement shall have been approved in writing by the horsemen's organization responsible for negotiating purse agreements for the breed on which the wagers are made.

*To accept wagers on races **conducted outside of California** from a resident of California.*

- The ADW provider must be licensed by the Board.
- There is a hub agreement between the ADW provider and one or both of (i) one or more racing associations or fairs that together conduct no fewer than five weeks of live racing on the breed on which wagering is conducted during the calendar year during which the wager is placed, and (ii) the horsemen's organization responsible for negotiating purse agreements for the breed on which wagering is conducted.

Documents received in compliance with BPC Section 19604:

- XpressBet, LLC, has submitted all documents required in compliance with BPC Section 19604.
- ODS Technologies, L.P. dba TVG Network has submitted all documents required in compliance with BPC Section 19604.
- Churchill Downs Technology Initiatives Company, dba TwinSpires has submitted all documents required in compliance with BPC Section 19604.
- Churchill Downs Technology Initiatives Company, dba BetAmerica has submitted all documents required in compliance with BPC Section 19604.
- NYRABets, LLC, has submitted all documents required in compliance with BPC Section 19604.
- Request Jennifer Paige be appointed horse identifier pursuant to Board Rule 1525, Racing Officials Appointed by the Board.
- Simulcasting conducted with out-of-state racing jurisdictions, pursuant to BPC Section 19602, and with authorized locations throughout California.
- Track safety inspection was completed on November 10, 2021.
- Inspection of backstretch worker housing was completed on June 24, 2021.

Specific information **still needed** to complete this application includes:

1. California Thoroughbred Trainers Race Meet Agreement

RECOMMENDATION:

If the application is considered for approval, staff recommends that the approval be contingent upon the submission of the outstanding items.



October 27, 2021

Mr. Zachary Voss  
California Horse Racing Board  
1010 Hurley Way, Suite 300  
Sacramento, CA 95825

Dear Mr. Voss,

As of today, the following is still outstanding, with respect to Los Angeles Turf Club, Incorporated's ("LATC") 2021-2022 Winter/Spring Race Meet Application:

1. TOC Agreement – LATC is working with the TOC on an agreement. LATC does not currently anticipate any issues. It is expected that the agreement with TOC will be finalized prior to the November Board meeting. LATC will inform CHRБ staff in the event any unforeseen issues are encountered.
2. TOC approval of the ADW agreements – LATC has requested the approval letter from the TOC. LATC will forward it to the board upon receipt
3. Covid-19 Protocols – LATC is currently evaluating its current Covid-19 protocols. LATC will be updating the protocols, as needed, given the changing conditions and in consultation with local health authorities and based on the latest state and federal guidance. LATC will submit its Covid-19 protocols to the Board after its review of current protocols and modifications, as needed are completely. However, LATC will submit its revised protocols, if any revisions are necessary given the then-current conditions, at least ten (10) days prior to the start of its meet.
4. We do not have an anticipated date on when, or even if, an agreement with the CTT will be reached.

Please let me know if you have any questions.

Sincerely,

Eric Sindler

Application is hereby made to the California Horse Racing Board (CHRB) for a license to conduct a horse racing meeting in accordance with the California Business and Professions Code, Chapter 4, Division 8, Horse Racing Law, and the California Code of Regulations, Title 4, Division 4, CHRB Rules and Regulations.

**1. APPLICANT ASSOCIATION**

- A. Name, mailing address, telephone, fax numbers, and the email address for associations contact person:

**Los Angeles Turf Club, Incorporated**  
**285 W. Huntington Drive**  
**Arcadia, CA 91007**  
**Phone (626) 574-7223**                      **Fax (626) 446-9565**  
**eric.sindler@monarchmgmt.com**

- B. Breed of horse: TB  QH  H

- C. Racetrack name: **Santa Anita Park**

- D. Attach a certified check payable to the Treasurer of the State of California in the amount of \$10,000 as deposit for license fees pursuant to Business and Professions Code section 19490.

- E. Was the association licensed to operate a race meeting prior to January 1, 2001?

Yes  No

If no, attach a surety bond in the amount of one hundred thousand dollars.

**NOTICE TO APPLICANT:** No application for a license to conduct a race meeting shall be granted unless the applicant has deposited with the Board a surety bond in the amount of one hundred thousand dollars (\$100,000), or a greater amount, as determined by the Board, which is sufficient to ensure payment of employee wages and benefits including, but not limited to, health, welfare, and pension plans. The surety bond shall be maintained during the period of the meeting and for an additional period, as determined by the Board, sufficient to assure that all payments are made. This subdivision does not apply to any person or association licensed to operate a horse race meeting prior to January 1, 2001, which has conducted a race meeting in each of the immediate three previous consecutive calendar years. The \$100,000 surety bond amount may be increased to an amount determined by the Board at the time the application is scheduled for hearing pursuant to Business and Professions Code section 19464(b).

**NOTICE TO APPLICANT:** Application must be filed not later than 90 days before the scheduled start date for the proposed meeting pursuant to CHRB Rule 1433.

**CHRB CERTIFICATION**

Application received:  
Deposit received:  
Reviewed:

Hearing date:  
Approved date:  
License number:

## 2. DATES OF RACE MEETING

A. Inclusive dates allocated for the entire meeting: **December 15, 2021 through June 21, 2022**

B. Actual dates racing will be held:

**2021**      **December 26 and 31 (2 days)**

**2022**

**January 1, 2, 7, 8, 9, 14, 15, 16, 17, 21, 22, 23, 28, 29 and 30 (15 days)**

**February 4, 5, 6, 11, 12, 13, 18, 19, 20, 21, 25, 26 and 27 (13 days)**

**March 4, 5, 6, 11, 12, 13, 18, 19, 20, 25, 26 and 27 (12 days)**

**April 1, 2, 3, 8, 9, 10, 15, 16, 17, 22, 23, 24, 29 and 30 (14 days)**

**May 1, 6, 7, 8, 13, 14, 15, 20, 21, 22, 27, 28, 29 and 30 (14 days)**

**June 3, 4, 5, 10, 11, 12, 17, 18, and 19 (9 days)**

C. Total number of days or nights of racing: **79**

D. Days or nights of the week races will be held:

Wed - Sun     Tues - Sat     Other (specify)

**Racing scheduled Friday through Sunday weekly.**

**Exceptions: Racing Monday, January 17, 2022**

**Monday, February 21, 2022**

**Monday, May 30, 2022**

E. Number of days or nights of racing per week: **3 days per week**

**Exceptions:      Week of 12/20/2021 – 1 Day**

## 3. RACING PROGRAM

A. Total number of races: **Estimated between 665 and 891**

B. Number of races for each day or night:

- **7 – 9 races weekdays**
- **9 – 12 races opening day, weekends and holidays**
- **Exceptions:**

○ **March 5, 2022 – between 9 and 14 races**

○ **April 2, 2022 – between 9 and 14 races**

○ **May 6, 2022 – between 9 and 14 races**

○ **May 7, 2022 – between 9 and 14 races**

○ **May 21, 2022 – between 9 and 14 races**

○ **June 11, 2022 – between 9 and 14 races**

C. Total number of stakes races: **94**

D. Attach a listing of all stakes races and indicate the date to be run and the added money or guaranteed purse for each. Note the races that are designated for California-bred horses.

**Attached Pending Stakes Schedule Exhibit 3D.1.2.3**

1. Attach a listing of all stakes races for the past two race meetings. The information provided must be for the same timeframe in which the association is applying. Include the date the stakes races were run, and the added money or guaranteed purse for each. Note the races that were designated

Date	Age	Gender	Name	Grade	Distance	Surface	21/22 Purse (Proposed)	20/21 Purse	19/20 Purse	18/19 Purse
26-Dec 3 & UP	Open	San Antonio	2 & 5F	Dirt	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$300,000
26-Dec 3YO	Open	Malibu	1 7F	Dirt	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000
26-Dec 3 & UP	Open	San Gabriel	2 9F	Turf	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
26-Dec 3YO	Open	Mathis Brothers	2 8F	Turf	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
26-Dec 3YO	Fillies	American Oaks	1 10F	Turf	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000
26-Dec 3YO	Fillies	La Brea	1 7F	Dirt	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000
31-Dec 3 & UP	F/M	R.J. Frankel	3 9F	Turf	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$150,000
31-Dec 2YO	Open	Eddie Logan	8F	Turf	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$75,000
31-Dec 2YO	Fillies	Blue Norther	8F	Turf	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$75,000
1-Jan 3YO	Open	Sham	3 8F	Dirt	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
1-Jan 4 & UP	Open	Joe Hernandez	2 6F	Turf	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$100,000
1-Jan 4 & UP	F/M	La Canada	2 8.5F	Dirt	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$100,000
2-Jan 4 & UP	F/M	Kalookan Queen	6.5F	Dirt	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000
8-Jan 3YO	Fillies	Santa Ynez	2 7F	Dirt	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
9-Jan 4 & UP	F/M	Las Cienegas	3 6F	Turf	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
15-Jan 4 & UP	Open	Unusual Heat Turf Classic	9F	Turf	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
15-Jan 4 & UP	F/M	Sunshine Millions Turf Sprint	6F	Turf	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$200,000
15-Jan 3YO	Fillies	Cal Cup Oaks	8F	Turf	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
15-Jan 4 & UP	Open	Cal Cup Sprint	6F	Dirt	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000
15-Jan 3YO	Open	Cal Cup Derby	8.5F	Dirt	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
17-Jan 4 & UP	F/M	Astra	3 12F	Turf	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000	\$100,000
22-Jan 4 & UP	Open	Clockers' Corner	6F	Turf	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000
29-Jan 4 & UP	Open	Palos Verdes	3 6F	Dirt	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
29-Jan 3YO	Open	San Vicente	2 7F	Dirt	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
29-Jan 4 & UP	F/M	Megahertz	3 8F	Turf	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
30-Jan 4 & UP	Open	San Marcos	2 10F	Turf	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
30-Jan 3YO	Fillies	Lady of Shamrock	8F	Turf	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000
30-Jan 3YO	Open	Baffle	6.5F	Turf	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000
5-Feb 4 & UP	Open	Thunder Road	3 8F	Turf	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
5-Feb 4 & UP	Open	San Pasquel	2 9F	Dirt	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
5-Feb 4 & UP	F/M	Santa Monica	2 7F	Dirt	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
6-Feb 3YO	Open	R. B. Lewis	3 8.5F	Dirt	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$150,000
6-Feb 3YO	Fillies	Las Virgenes	3 8F	Dirt	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$200,000
12-Feb 3YO	Fillies	Sweet Life	3 6F	Turf	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
19-Feb 3YO	Open	Pasadena	9F	Turf	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
20-Feb 4 & UP	Open	San Simeon	3 6F	Turf	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
21-Feb 4 & UP	F/M	Spring Fever	6F	Dirt	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
21-Feb 4 & UP	Open	Timow	8F	Dirt	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
26-Feb 4 & UP	F/M	Wishing Well	6.5F	Turf	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$70,000
5-Mar 4 & UP	F/M	Beholder	1 8F	Dirt	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$400,000
5-Mar 4 & UP	Open	F. E. Kilroe	1 8F	Turf	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$400,000
5-Mar 4 & UP	Open	Santa Anita Handicap	1 10F	Dirt	\$750,000	\$750,000	\$750,000	\$750,000	\$750,000	\$600,000
5-Mar 4 & UP	Open	San Carlos	2 7F	Dirt	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
5-Mar 3YO	Open	San Felipe	2 8.5F	Dirt	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$400,000 N/A
5-Mar 4 & UP	F/M	Buena Vista	2 8F	Turf	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
6-Mar 3YO	Fillies	China Doll	8F	Turf	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000 N/A
6-Mar 3YO	Fillies	Santa Ysabel	2 8F	Dirt	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$100,000 N/A

12-Mar 4 & UP	Open	San Luis Rey	3 12F	Turf	\$100,000	\$100,000	\$200,000
13-Mar 4 & UP	F/M	Las Flores	3 6F	Dirt	\$100,000	\$100,000	\$100,000
19-Mar 4 & UP	F/M	Irish O'Brien	6F	Turf	\$100,000	\$100,000	\$100,000
20-Mar 4 & UP	Open	Sensational Star	6F	Turf	\$100,000	\$100,000	\$100,000
26-Mar 4 & UP	F/M	Santa Ana	3 10F	Turf	\$100,000	\$100,000	\$100,000
2-Apr 3YO	Open	Singletary	8F	Turf	\$100,000	\$100,000	\$100,000
9-Apr 3 & UP	F/M	Monrovia	2 6.5F	Turf	\$200,000	\$200,000	\$200,000
9-Apr 4 & UP	F/M	Royal Heroline	2 8F	Turf	\$200,000	\$200,000	\$200,000
9-Apr 3YO	Fillies	Providence	3 9F	Turf	\$100,000	\$100,000	\$150,000
9-Apr 3YO	Open	Santa Anita Derby	1 9F	Dirt	\$750,000	\$400,000	\$1,000,000
9-Apr 3YO	Open	Echo Eddie	6.5F	Dirt	\$150,000	\$150,000	\$200,000
9-Apr 3YO	Fillies	Santa Anita Oaks	2 8.5F	Dirt	\$400,000	\$200,000	\$400,000
9-Apr 3YO	Fillies	Evening Jewel	6.5F	Dirt	\$150,000	\$150,000	\$200,000
10-Apr 4 & UP	Open	Santana Mille	8F	Dirt	\$75,000	\$75,000	\$75,000
10-Apr 3 & UP	Open	Siren Lure	6.5F	Turf	\$75,000	\$75,000	\$75,000
30-Apr 3 & UP	Open	Callifornian	2 9F	Dirt	\$200,000	\$200,000	\$200,000
30-Apr 4 & UP	F/M	Santa Margarita	2 9F	Dirt	\$200,000	\$200,000	\$200,000
30-Apr 3 & UP	Open	2. Whittingham	2 10F	Turf	\$200,000	\$200,000	\$200,000
30-Apr 3 & UP	Open	Kona Gold	3 6.5F	Dirt	\$100,000	\$100,000	\$200,000
1-May 3 & UP	F/M	Willshire	3 8F	Turf	\$100,000	\$100,000	\$100,000
7-May 3YO	Fillies	Senorita	3 8.5F	Turf	\$100,000	\$100,000	\$100,000
8-May 3YO	Open	Laz Barrera	3 7F	Dirt	\$100,000	\$100,000	\$100,000
8-May 3YO	Fillies	Angel's Flight	7F	Dirt	\$75,000	\$75,000	\$75,000
14-May 3 & UP	F/M	Santa Barbara	3 12F	Turf	\$100,000	\$100,000	\$100,000
21-May 4 & UP	F/M	Mindirection	6F	Turf	\$75,000	\$75,000	\$75,000
28-May 3 & UP	Open	Crystal Water	8F	Turf	\$100,000	\$100,000	\$100,000
28-May 3YO	Open	Snow Chief	9F	Turf	\$150,000	\$150,000	\$100,000
28-May 3 & UP	F/M	Fran's Valentine	8F	Turf	\$100,000	\$100,000	\$100,000
28-May 3 & UP	Open	Thor's Echo	6F	Dirt	\$100,000	\$100,000	\$100,000
28-May 3YO	Fillies	Melair	8.5F	Dirt	\$150,000	\$150,000	\$200,000
29-May 4 & UP	Open	Daytona	3 6.5F	Turf	\$100,000	\$100,000	\$100,000
29-May 3YO	Fillies	Honeymoon	3 9F	Turf	\$100,000	\$100,000	\$150,000
29-May 4 & UP	Open	Triple Bend	2 7F	Dirt	\$200,000	\$200,000	\$200,000
30-May 4 & UP	F/M	Gamely	1 9F	Turf	\$400,000	\$300,000	\$500,000
30-May 4 & UP	Open	Gold Cup at Santa Anita	1 10F	Dirt	\$400,000	\$300,000	\$500,000
30-May 3 & UP	Open	Shoemaker	1 8F	Turf	\$500,000	\$300,000	\$500,000
4-Jun 3 & UP	F/M	Desert Stormer	3 6F	Dirt	\$100,000	\$100,000	\$100,000
4-Jun 3YO	Open	Cinema	9F	Turf	\$100,000	\$100,000	\$150,000
5-Jun 3YO	Open	Desert Code	6F	Turf	\$75,000	\$75,000	\$75,000
11-Jun 3YO	Open	Affirmed	3 8.5F	Dirt	\$100,000	\$100,000	\$100,000
12-Jun 3YO	Fillies	Summertime Oaks	2 8.5F	Dirt	\$200,000	\$200,000	\$200,000
18-Jun 3 & UP	F/M	Santa Maria	2 8.5F	Dirt	\$200,000	\$200,000	\$200,000
18-Jun 2yo	Open	Fasig-Tipton Futurity	5F	Dirt	\$100,000	\$100,000	N/A
18-Jun 2yo	Fillies	Fasig-Tipton Debutante	5F	Dirt	\$100,000	\$100,000	N/A
19-Jun 3 & UP	Open	San Juan Capistrano	3 14F	Turf	\$100,000	\$100,000	\$100,000
19-Jun 3 & UP	Open	American	3 8F	Turf	\$100,000	\$100,000	\$100,000

	19-Jun 3 & UP	F/M	Possibly Perfect	12F	Turf				
Total Purses:							\$100,000	\$75,000	\$75,000
Proposed Increase over 20/21:							\$16,245,000	\$14,630,000	\$15,815,000
							\$1,725,000		

for California-bred horses.

**Attached Pending Stakes Schedule Exhibit 3D.1.2.3**

2. Identify the stakes races listed under item D. that have been altered, added, or are new for the current race meeting. Provide details regarding any alterations to the identified stakes races. (e.g., changes in the age, sex, eligibility, purse or substantial calendar changes).

**Attached Pending Stakes Schedule Exhibit 3D.1.2.3**

3. Identify the stakes races listed under item D.1. that have been dropped or deleted, and the reasons the stakes were dropped or deleted.

**Attached Pending Stakes Schedule Exhibit 3D.1.2.3**

E. Will provisions be made for owners and trainers to use their own registered colors?

Yes  No      If no, what racing colors are to be used:

F. List all post times for the daily racing program:

	<b>Weekdays</b>	<b>Weekends &amp; Holidays</b>	<b>Daily**</b>
<b>Race 1</b>	<b>1:00 PM</b>	<b>12:30 PM</b>	<b>1:00 PM</b>
<b>Race 2</b>	<b>1:30 PM</b>	<b>1:00 PM</b>	<b>1:30 PM</b>
<b>Race 3</b>	<b>2:00 PM</b>	<b>1:30 PM</b>	<b>2:00 PM</b>
<b>Race 4</b>	<b>2:30 PM</b>	<b>2:00 PM</b>	<b>2:30 PM</b>
<b>Race 5</b>	<b>3:00 PM</b>	<b>2:30 PM</b>	<b>3:00 PM</b>
<b>Race 6</b>	<b>3:30 PM</b>	<b>3:00 PM</b>	<b>3:30 PM</b>
<b>Race 7</b>	<b>4:00 PM</b>	<b>3:30 PM</b>	<b>4:00 PM</b>
<b>Race 8</b>	<b>4:30 PM</b>	<b>4:00 PM</b>	<b>4:30 PM</b>
<b>Race 9</b>	<b>*5:00 PM</b>	<b>4:30 PM</b>	<b>*5:00 PM</b>
<b>Race 10</b>	<b>*5:30 PM</b>	<b>*5:00 PM</b>	<b>*5:30 PM</b>
<b>Race 11</b>	<b>*6:00 PM</b>	<b>*5:30 PM</b>	<b>*6:00 PM</b>
<b>Race 12</b>	<b>*6:30 PM</b>	<b>*6:00 PM</b>	<b>*6:30 PM</b>
<b>Race 13</b>	<b>*7:00 PM</b>	<b>*6:30 PM</b>	<b>*7:00 PM</b>
<b>Race 14</b>	<b>*7:30 PM</b>	<b>*7:00 PM</b>	<b>*7:30 PM</b>

(\*) When applicable

Exceptions:

12:00 PM	Opening Day	Sunday, December 26, 2021
12:30 PM	New Year's Day	Saturday, January 1, 2022
12:00 PM	Cal Cup	Saturday, January 22, 2022
11:00 AM	Super Bowl Sunday	Sunday, February 6, 2022
12:00 PM	Santa Anita Handicap	Saturday, March 5, 2022
12:00 PM	Santa Anita Derby	Saturday, April 2, 2022
11:00 AM	Kentucky Derby Day	Saturday, May 6, 2022***
11:00 AM	Preakness Day	Saturday, May 21, 2022***
11:00 AM	Belmont Stakes Day	Saturday, June 11, 2022***

\*\* Beginning between Sunday, March 6, 2022 and Friday, April 29, 2022.

\*\*\* Post time subject to change with reasonable advance notice to the board.

NOTICE TO APPLICANT: Every licensee conducting a horse racing meeting shall each racing day provide for the running of at least one race limited to California-bred horses, to be known as the "California-bred race," pursuant to CHRB Rule 1813. For thoroughbred and quarter horse meetings, the total amount distributed for California-bred stakes races from the purse account, including overnight stakes, shall not be less than 10% of the total amount distributed for all stakes races pursuant to Business and Professions Code section 19568(b).

**4. RACING ASSOCIATION**

A. Association is a:  Corporation (complete subsection C)

- LLC (complete subsection D)
- Other (specify, and complete subsection E)

B. Complete the applicable subsection and attached Addendum, Background Information and Ownership.  
**Addendum A on file**

C. CORPORATION

- 1. Registered name of the corporation: **Los Angeles Turf Club, Incorporated**
- 2. State where incorporated: **California**
- 3. Registry or file number for the corporation: **481360**
- 4. Names of all officers and directors, titles, and the number of shares of the corporation held by each:

**Craig Fravel – President (Officer), 0 Shares**  
**Mike Rogers – Vice President, Operations (Director and Officer), 0 Shares**  
**Rebecca Neimark – CFO (Officer), 0 Shares**  
**Greg Harnish – Secretary (Director and Officer), 0 Shares**  
**Scott Daruty – Senior Vice President (Officer), 0 Shares**  
**Eric Sindler – Assistant Secretary (Officer), 0 Shares**

- 5. Names (true names) of all persons, other than the officers and directors listed above, that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each: **TSG Developments Investments Inc., 100 Shares**

- 6. Number of outstanding shares in the corporation: **100 Shares**
- 7. Are the shares listed for public trading?  Yes  No  
 If yes, on what exchange and how is the stock listed:

- 8. Name of the custodian of the list of shareholders and/or the transfer agent for the share holdings of the corporation: **Laura Proniuk, Share Register in Toronto, Canada**  
**Email: [laura.proniuk@stronachgroup.com](mailto:laura.proniuk@stronachgroup.com)**

- 9. If more than 50% of the shares are held by a parent corporation or are paired with any other corporation or entity, give the name of the parent and/or paired corporation or entity: **TSG Developments Investments Inc.**

A. Is parent and/or paired corporation or entity a publically traded or privately held company that guarantees the obligation of the applicant? If no, proceed to section F. If yes, answer questions 10-17. Yes  No

- 10. Registered name of the corporation: **Not applicable**
- 11. State where incorporated: **Not applicable**
- 12. Registry or file number for the corporation: **Not applicable**
- 13. Names of all officers and directors, titles, and the number of shares of the corporation held by each: **Not applicable**
- 14. Names (true names) of all persons, other than the officers and directors listed above, that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each: **On file with the board**
- 15. Number of outstanding shares in the corporation: **Not applicable**
- 16. Are the shares listed for public trading? **Not applicable**  Yes  No  
 If yes, on what exchange and how is the stock listed:
- 17. Name of the custodian of the list of shareholders and/or the transfer agent for the share holdings of the corporation: **Not applicable**

## D. LLC

1. Registered name of the LLC: **Not applicable**
2. State where articles of organization are filed:
3. Registry or file number for the LLC:
4. Attach a list of the names of all members (including individuals (true names), corporations, other LLCs and or foreign entities), titles, and the number of shares of the LLC held by each:
5. Are the shares listed for public trading? Yes  No   
If yes, on what exchange and how the stock is listed
6. If more than 50% of the shares are held by a parent corporation or are paired with any other corporation or entity, give the name of the parent and/or paired corporation or entity:
  - A. Is parent and/or paired entity either a publically traded or privately held company that guarantees the obligation of the applicant? If no, proceed to section F. If yes, answer questions 7-12. Yes  No
7. Registered name of the LLC/Corporation:
8. State where articles of organization are filed:
9. Registry or file number for the LLC:
10. Attach a list of the names (true names) of all members (members may include individuals, corporations other LLCs and foreign entities), titles, and the number of shares of the LLC held by each:
11. Are the shares listed for public trading? Yes  No
12. If yes, on what exchange and how the stock is listed:

E. OTHER **Not applicable**

1. Name(s) of partners/sole proprietor:
2. If a partnership, attach partnership agreement.

## F. FINANCIAL INFORMATION \*

1. Attach the most recent audited annual financial statement or financial report for the applicant. The financial statement or financial report shall include all relevant financial information specific to the applicant including:
  - Statement of Financial Position: also referred to as a balance sheet. Statement should report on applicant's assets, liabilities, contingent liabilities and ownership equity as of the date of the prepared statement.
  - Statement of Comprehensive Income: also referred to as Profit and Loss ("P&L") Statement. Statement should include report on applicant's income, expenses, and profits.
  - Profit and Loss statement for prior two years race meeting and Profit and Loss statement for projected year race meeting.
  - Statement of Changes in Equity: to include the changes of the applicants' equity through the reporting period.
  - Statement of Cash Flows: to include a report of the applicant's cash flow activity, particularly its operating investing and financing activities during the reporting period.
  - Copy of a report made during the preceding 12 months to shareholders in the corporation and/or the Securities and Exchange Commission and/or the California Corporations Commission.

**Financials will be submitted directly to the Board.**

\*NOTICE TO APPLICANT: The financial information provided pursuant to subsection (F) above is exempt from disclosure pursuant to Government Code section 6254(k) and non-disclosable to the public.

G. MANAGEMENT AND STAFF

- 1. Name and title of the managing officer and/or general manager of the association and the name and title of all department managers and staff, other than those listed in 13B, who will be listed in the official program:

**Craig Fravel – President and Chief Executive Officer, Racing Operations**  
**Aidan Butler – Chief Operation Officer, Racing Operations**  
**Nate Newby – Senior Vice President & General Manager**  
**Scott Daruty – Senior Vice-President**  
**Rebecca Neimark – Chief Financial Officer**  
**Eric Sindler – Assistant Secretary and General Counsel, California Racing Operations**

**Jason Spetnagel – Vice President of Operations**  
**Amy Zimmerman – Senior Vice President & Executive Producer**

**Mitzuh Carrillo – Health & Safety Manager**  
**Dan Cirimele – Senior Director of Marketing**  
**Denise De Anda Cordova – Director of Labor Relations**  
**Eric Gaffney – Executive Director of Sales & Hospitality**  
**Jesse Martinez – Track Supervisor**  
**Chris Merz – Director of Racing & Racing Secretary**  
**Dennis Moore – Track Surface Consultant**  
**Robert Moore – Track Superintendent**  
**Don Sanborn – Director of Pari-Mutuels**  
**Lou Scalera – Chief of Security**  
**Jeannine Scott – Senior Human Resources Generalist**  
**Pete Siberell – Director of Community Service and Special Projects**  
**Pamela Walden – Director of VIP and Owner Sales**  
**Mike Willman – Director of Publicity**

**Jay Cohen – Hornblower**  
**Frank Mirahmadi – Public Address Commentator/Announcer**

- 2. Name and title of the person(s) authorized to receive notices on behalf of the association and the mailing and email address of such person(s).

**Eric Sindler – General Counsel, California Racing Operations**  
**Los Angeles Turf Club, Incorporated**  
**285 W. Huntington Drive**  
**Arcadia, CA 91007 Phone (626) 574-7223 Fax (626) 446-9565**  
**Email: [eric.sindler@monarchmgmt.com](mailto:eric.sindler@monarchmgmt.com)**

5. TAKE OUT PERCENTAGE

- 1. If this is a thoroughbred race meeting, will the percentage deducted for any type of wager be adjusted pursuant to Business and Professions Code section 19601.01? If no, proceed to subsection 6. If yes, identify the wager and the proposed takeout percentage.

Yes  No

Wager(s) to be adjusted: **Pick 5** Proposed percentage: **14%**  
**DD** Proposed Percentage: **20%**  
**Special DD** Proposed Percentage: **15%**

**Special P4** Proposed Percentage: **15%**

- A. Attach copy of written notice requesting the proposed takeout adjustment, the proposed percentage and the wager(s) affected. The notice must include the written agreement of the thoroughbred association and the horsemen’s organization for the meeting of the thoroughbred association accepting the wager.

**Attached**

**NOTICE TO APPLICANT:** Pursuant to Business and Professions Code section 19601.01, notwithstanding any other provision of law, a thoroughbred association or fair, upon the filing of a written notice with, and approval by, the Board specifying the percentage to be deducted, may deduct from the total amount handled in the pari-mutuel pool for any type of wager an amount of not less than 10 percent nor more than 25 percent. The written notice shall include the written agreement of the thoroughbred association or fair and the horsemen's organization for the meeting of the thoroughbred association or fair accepting the wager. The established percentage to be deducted shall remain in effect until the filing of a subsequent notice with, and approval by, the Board, unless otherwise specified in the notice.

**6. HANDLE HISTORY**

- 1. Complete the table below providing the last five years of handle and attendance for your racing association. If your association has been operating for fewer than five years, provide information for the period of time it has been in operation. If the racing association has changed ownership include the handle information for the previous racing association.

Year	Handle	Attendance
2020-2021	<b>\$1,046,957,878</b>	<b>135,893</b>
2019-2020	<b>\$777,085,053</b>	<b>235,917</b>
2018-2019	<b>\$938,557,639</b>	<b>598,531</b>
2017-2018	<b>\$1,131,127,243</b>	<b>796,598</b>
2016-2017	<b>\$1,080,109,113</b>	<b>827,068</b>

**7. PURSE PROGRAM (excluding supplements, nominations, sponsorships and starter fees):**

A. Purse distribution:

- 1. All races other than stakes:
  - Current meet estimate: **\$30,952,462**
  - Prior meet actual: **\$28,562,940**
  
  - Average Daily Purse (7 A1 ÷ number of days):
    - Current meet estimate: **\$391,803**
    - Prior meet actual: **\$366,192**
  
- 2. Overnight stakes:
  - Current meet estimate: **\$1,145,000**
  - Prior meet actual: **\$1,055,450**
  
  - Average Daily Purse (7 A2 ÷ number of days):
    - Current meet estimate: **\$14,494**
    - Prior meet actual: **\$13,531**
  
- 3. Non-overnight stakes:
  - Current meet estimate: **\$15,100,000**
  - Prior meet actual: **\$12,463,050**



September 21, 2021

Mr. Scott Chaney  
Executive Director  
California Horse Racing Board  
1010 Hurley Way, Suite 300  
Sacramento, CA 95825

Dear Mr. Chaney:

Pursuant to California Business and Professions Code Section 19601.1, Los Angeles Turf Club, Incorporated ("LATC"), after consultation with the Thoroughbred Owners of California ("TOC"), is hereby requesting takeout, as set forth below, to be offered during LATC's 2021-2022 Winter/Spring Meet from December 15, 2021, through June 21, 2022.

- Rolling Daily Doubles beginning with Race 1 are subject to a 20% takeout rate.
- Players Pick-5 - A \$0.50 minimum wager on the first five (5) races on each day's card subject to a takeout rate of 14%.
- Golden Hour Double Play: \$5 Daily Double connecting the last race of the day at Santa Anita Park with the last race of the day at Golden Gate Fields subject to a takeout rate of 15%. Wager will not be offered if the last race at Golden Gate Fields goes off before the last race at Santa Anita Park.
- Golden Hour Pick 4: \$1 Pick 4 connecting the last 2 races of the day at Santa Anita Park with the last 2 races of the day at Golden Gate Fields subject to a takeout rate of 15%. Wager will not be offered if the second to last race at Golden Gate Fields goes off before the second to last race at Santa Anita Park. No consolation; 100% payout; Alternate runner provision.

Sincerely,

Nate Newby  
Senior Vice President & General Manager



August 27, 2021

Mr. Scott Cheney  
California Horse Racing Board  
1010 Hurley Way, Suite 300  
Sacramento, CA 95825

RE: Santa Anita (LATC) 2021-22 Winter-Spring Race Meet – Players Pick 5

Dear Scott,

Los Angeles Turf Club (LATC) has contacted the Thoroughbred Owners of California (TOC) regarding the conducting of the “Players Pick-5” on the first five (5) races of the day subject to a 14% takeout during their Winter-Spring race meet, December 15, 2021 through June 21, 2022. The TOC agrees to such a wager based upon the same terms and conditions as it was offered at Santa Anita’s previous meet.

Please feel free to contact me with any questions.

Sincerely,

Greg Avioli  
President & CEO

cc: Eric Sindler

---

285 W. HUNTINGTON DR., ARCADIA, CA 91007 (626) 574-6620

CHAIRMAN: GARY FENTON  
PRESIDENT & CEO: GREG AVIOLI  
EXECUTIVE DIRECTOR: MARY FORNEY  
NORTHERN CA LIAISON: WAYNE ATWELL  
ADMINISTRATIVE ASSISTANT: ELSA PERON



August 27, 2021

Mr. Scott Cheney  
California Horse Racing Board  
1010 Hurley Way, Suite 300  
Sacramento, CA 95825

RE: Santa Anita 2021-22 Winter-Spring Race Meet – Golden Hour Pick 4 Wager

Dear Scott,

Los Angeles Turf Club (LATC) has contacted the Thoroughbred Owners of California (TOC) regarding the conducting of a new wager tying the last two races at Santa Anita Park and the last two races at Golden Gate Fields (“the Golden Hour Pick 4”), subject to a 15% takeout, on each racing day of its winter-spring race meet beginning December 15, 2021 and continuing through June 21, 2022. The TOC agrees to such a wager.

Please feel free to contact me with any questions.

Sincerely,

Greg Avioli  
President & CEO

cc: Eric Sindler

---

285 W. HUNTINGTON DR., ARCADIA, CA 91007 (626) 574-6620

CHAIRMAN: GARY FENTON  
PRESIDENT & CEO: GREG AVIOLI  
EXECUTIVE DIRECTOR: MARY FORNEY  
NORTHERN CA LIAISON: WAYNE ATWELL  
ADMINISTRATIVE ASSISTANT: ELSA PERON



August 27, 2021

Mr. Scott Cheney  
California Horse Racing Board  
1010 Hurley Way, Suite 300  
Sacramento, CA 95825

RE: Santa Anita (LATC) 2021-22 Winter-Spring Race Meet – Rolling Doubles Wager

Dear Scott,

Los Angeles Turf Club (LATC) has contacted the Thoroughbred Owners of California (TOC) regarding the conducting of “Rolling Doubles” wagers, subject to a 20% takeout, on each racing day of its winter-spring race meet, December 15, 2021 through June 21, 2022. The TOC agrees to such a wager based upon the same terms and conditions as it was offered at Santa Anita’s previous meet.

Please feel free to contact me with any questions.

Sincerely,

Greg Avioli  
President & CEO

cc: Eric Sindler

---

285 W. HUNTINGTON DR., ARCADIA, CA 91007 (626) 574-6620

CHAIRMAN: GARY FENTON  
PRESIDENT & CEO: GREG AVIOLI  
EXECUTIVE DIRECTOR: MARY FORNEY  
NORTHERN CA LIAISON: WAYNE ATWELL  
ADMINISTRATIVE ASSISTANT: ELSA PERON



August 27, 2021

Mr. Scott Cheney  
California Horse Racing Board  
1010 Hurley Way, Suite 300  
Sacramento, CA 95825

RE: Santa Anita 2021-22 Winter-Spring Race Meet – Golden Hour Double Play Wager

Dear Scott,

Los Angeles Turf Club (LATC) has contacted the Thoroughbred Owners of California (TOC) regarding the conducting of a late daily double tying the last race at Santa Anita Park and the last race at Golden Gate Fields (“the Golden Hour Double Play”), subject to a 15% takeout, on each racing day of its winter-spring race meet beginning December 15, 2021 and continuing through June 21, 2022. The TOC agrees to such a wager.

Please feel free to contact me with any questions.

Sincerely,

Greg Avioli  
President & CEO

cc: Eric Sindler

---

285 W. HUNTINGTON DR., ARCADIA, CA 91007 (626) 574-6620

CHAIRMAN: GARY FENTON  
PRESIDENT & CEO: GREG AVIOLI  
EXECUTIVE DIRECTOR: MARY FORNEY  
NORTHERN CA LIAISON: WAYNE ATWELL  
ADMINISTRATIVE ASSISTANT: ELSA PERON

Average Daily Purse (7 A3 ÷ number of days):

Current meet estimate: **\$191,139**  
 Prior meet actual: **\$159,783**

4. Total Purses: (7A1+7A2+ 7A3)  
 Current meet estimate: **\$47,197,462**  
 Prior meet actual: **\$42,081,440**

B. California-bred Stakes Races:

1. Percentage of the purse distribution for all stakes races that will be distributed for California-bred stakes races:

Current meet estimate: **14.57%**  
 Prior meet actual: **17.65%**

Average Daily Purse (7 B1 ÷ number of days):

Current meet estimate: **.18%**  
 Prior meet actual: **.23%**

- C. Funds to be generated for all California-bred incentive awards (including breeder awards and owners premiums):

Current meet estimate: **\$5,214,285**  
 Prior meet actual: **\$4,143,308**

- D. Payment to each recognized horsemen's organization contracting with the association and the name(s) of the organization(s):

Recognized Horsemen's Organization

Current meet estimate:		Prior meet actual:	
<b>NTRA</b>	<b>56,253</b>		<b>49,527</b>
<b>TOC</b>	<b>397,574</b>		<b>362,984</b>
<b>CTT Pension</b>	<b>397,574</b>		<b>362,984</b>
<b>CTT Admin.</b>	<b>198,787</b>		<b>181,492</b>
Total	<b>\$1,050,188</b>	Total	<b>\$956,987</b>

- E. Amount from all sources to be distributed in the form of purses or other benefits to horsemen (7 A+7 C+7 D):

Current meet estimate: **\$53,461,935**  
 Prior meet actual: **\$47,181,735**

Average Daily Purse (7 E ÷ number of days):

Current meet estimate: **\$676,733**  
 Prior meet actual: **\$604,894**

- F. Purse funds to be generated from on-track handle and intrastate off-track handle (excluding carry-overs from prior race meet(s):

Current meet estimate: **\$15,360,468**  
 Prior meet actual: **\$7,572,167**

Average Daily Purse (7 F ÷ number of days):

Current meet estimate: **\$194,436**  
 Prior meet actual: **\$97,079**

## G. Purse funds to be generated from interstate handle:

Current meet estimate: **\$32,737,573**  
 Prior meet actual: **\$32,267,825**

Average Daily Purse (7 G ÷ number of days):

Current meet estimate: **\$414,400**  
 Prior meet actual: **\$413,690**

## H. Bank and account number for the Paymaster of Purses' purse account:



## I. Name, address, email and telephone number of the pari-mutuel audit firm engaged for the meeting:

**Bowen, McBeth Co., 10722 Arrow Route, Suite 110, Rancho Cucamonga, CA 91730**  
**Phone: (909) 944-6465** **Email: [craigbmiller@verizon.net](mailto:craigbmiller@verizon.net)**

**NOTICE TO APPLICANT:** All funds generated and retained from on-track pari-mutuel handle which are obligated by law for distribution in the form of purses, breeders' awards or other benefits to horsemen, **shall not** be deemed as income to the association; **shall not** be transferred to a parent corporation outside the State of California; and **shall**, within 3 calendar days following receipt, be deposited in a segregated and separate liability account in a depository approved by the CHRB and shall be at the disposition of the Paymaster of Purses, who shall pay or distribute such funds to the persons entitled thereto. All funds generated from off-track simulcast wagering, interstate wagering, and out-of-state wagering which are obligated by law for distribution in the form of purses and breeders' awards, shall also be deposited within 3 calendar days following receipt, into such liability account. In the event the association is obligated to the payment of purses prior to those obligated amounts being retained from pari-mutuel wagering for such purpose, or as a result of overpayment of earned purses at the conclusion of the meeting, the association shall transfer from its own funds such amounts as are necessary for the Paymaster of Purses to distribute to the horse owners statutorily or contractually entitled thereto. The association is entitled to recover such transferred funds from the Paymaster of Purses' account; and if insufficient funds remain in the account at the conclusion of the meeting, the association is entitled to carry forward the deficit to its next succeeding meeting as provided by Business and Professions Code section 19615(c) or (d). In the event of **underpayment** of purses which results in a balance remaining in the Paymaster of Purses' account at the conclusion of the meeting after distribution of amounts due to horsemen and breeders and horsemen's organizations, the association may carry forward the surplus amount to its next succeeding meeting; provided, however, that the amount so retained does not exceed an amount equivalent to the average daily distribution of purses and breeders' awards during the meeting. All amounts in excess shall be distributed retroactively and proportionally in the form of purses and breeders' awards to the horse owners and breeders having earned purses or awards during the conduct of the meeting.

## 8. STABLE ACCOMMODATIONS

- A. Number of usable stalls available for racehorses at the track where the meeting is held: **1,950**
- B. Minimum number of stalls believed necessary for the meeting: **1,853**
- C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers: **1,345**
- D. Name and location of each off-site auxiliary stabling area and the number of stalls to be maintained at each site:
- **Los Alamitos – 850**
  - **SLR Training Center – 495**
- E. Attach each contract or agreement between the association and the person(s) furnishing off-site stabling accommodations for eligible racehorses that cannot be provided stabling on-site.  
**Will be forwarded to the board upon receipt.**

Complete subsections F. through H. if the association will request reimbursement for off-site stabling as provided by Business and Professions Code sections 19607, 19607.1, 19607.2, and 19607.3; otherwise,

proceed to section 9.

- F. Total number of usable stalls made available on-site for the **1986** meeting, pursuant to Business and Professions Code section 19535(c): **1,950**
- G. Estimated cost to provide off-site stalls for this meeting. Show cost per day per stall:  
**Estimated \$15.53 per day, per stall**
- H. Estimated cost to provide vanning from off-site stalls for this meeting. Show fees to be paid for vanning per-horse:
  - **Los Alamitos \$180 RT**
  - **SLR Training Center \$360 RT**

**9. EQUINE EMERGENCY SERVICES**

- A. Name and emergency telephone number of the racing veterinarian onsite during training hours, workouts and during racing for the association and auxiliary sites:  
**Exhibit 9A**

- 1. Attach a schedule listing the dates and times that the racing veterinarian will be available onsite during training hours, workouts and during racing for the association and auxiliary sites.

**Veterinarians employed by Santa Anita Park are at the racetrack and available for on-track emergencies at all times that the racetrack is open for racing or training. Additionally, private veterinarians are on the backside during racing and training. That coverage is managed as a part of their normal private practice. A Santa Anita Park veterinarian will be on site during training hours until the track closes.**

**The schedule of which SAP vet is on track changes monthly. Their contact information is as follows:**

**Dr. Laurie Bohannon – 916-202-7052  
Dr. Jay Deluhery – 707-339-6347**

**10. PARI-MUTUEL WAGERING PROGRAM**

- A. Pursuant to Business and Professions Code section 19599, and with the approval of the CHRB, associations may elect to offer wagering programs using CHRB Pari-mutuel Rules, the Association of Racing Commissioners International (RCI) Uniform Rules of Racing, Chapter 9, Pari-mutuel Wagering, or a combination of both. Please complete the following schedule for the types of wagering other than WPS and the minimum wager amount for each:

Use DD for daily double, E for exacta (special quinella), PK3 for pick three, PK4 for select four, PNP for pick (n) pool, PPN for place pick (n), Q for quinella, SF for superfecta, TRI for trifecta, and US for unlimited sweepstakes (pick 9).

	TYPE OF WAGERS	APPLICABLE RULES
Example Race:	\$1 E; \$1 Double	CHRB #1959; RCI #VE

**See Attached for wagering menu, bet menu, bet minimum, rules, and additional wagering information.**

- B. Identify any wagers noted in 10.A. (the current pari-mutuel wagering program) that were not in the prior year's pari-mutuel program, or that are not being carried forward from the previous year's pari-

## Veterinarian's Available for Emergency Services at Santa Anita

Veterinarian	Phone	Practice
Anderson, Elizabeth	626-808-2508	Sheilds
Araujo, John	626-893-7612	Self
Baker, Vince	714-269-1301	Baker
Birch, Sarah	614-783-1237	Simpson/Dowd
Blea, Jeff	626-862-6149	Blea/Von Bluecher
Blue, Melinda	626-233-9922	Blue
Bradley, Sam	310-339-7666	Baker
Buerchler, Sabina	626-536-8080	
Byrd, Wade	310-245-7000	Baker
Canfield, Cathy	626-372-4571	Baker
Carpenter, Ryan	805-320-4811	Baker
Dowd, Joe	818-400-7498	Simpson/Dowd
Finley, Jenn	626-422-6412	Blea/Von Bluecher
Grande, Tim	626-476-8743	LATC/CHRB
Hunkin, Dawn (Bloomer)	626-862-6150	Blea/Von Bluecher
Simpson, Ted	818-970-1536	
Stead, Dana	970-310-4449	LATC
Steppe, Mike	951-318-7335	
Valko, Karen	951-317-7935	
Von Bluecher, Helmuth	626-862-6147	

Santa Anita Park Wagering Menu and Information

	W/P/S	Parlay	Exacta	Trifecta	Superfecta	DD	Pick 3	E PNP 4	L PNP 4	Mid PNP 4	E PNP 5	L PNP 5	PNP 6	Pentafecta	Special Late DD	Special Late P4
1	X	X	X	X	X	X	X				X			X		
2	X	X	X	X	X	X	X	X					*	X		
3	X	X	X	X	X	X	X					*	*	X		
4	X	X	X	X	X	X	X	*	*	*	*	*	*	X		
5	X	X	X	X	X	X	X	*	*	*	*	*	*	X		
6	X	X	X	X	X	X	*	*	*	*	*	*	*	X		*
7	X	*	X	X	X	*	*	*	*	*	*	*	*	X		*
8	X	*	X	X	X	*	*	*	*	*	*	*	*	X		*
9	X	*	X	X	X	*	*	*	*	*	*	*	*	X		*
10	X	*	X	X	X	*	*	*	*	*	*	*	*	X		*
11	X	*	X	X	X	*	*	*	*	*	*	*	*	X		*
12	X	*	X	X	X	*	*	*	*	*	*	*	*	X		*
13	X	*	X	X	X	*	*	*	*	*	*	*	*	X		*
14	X		X	X	X									X		*

\*When applicable

Wager	Rule	Takeout	Minimum Wager Amount and other Information
Parlay	CHRB 1954.1	15.43%	\$2 Win, Place, and Show parlay is available on every eligible race. The wager must combine at least two but not more than six races.
Exacta	CHRB 1959	22.68%	\$1 Exacta on all eligible races.
Trifecta	CHRB 1979	23.68%	\$1.50 Trifecta on all eligible races.
Superfecta	CHRB 1979.1	23.68%	\$1.10 Superfecta on all eligible races.
Daily Double (DD)	CHRB 1957	20.00%	\$2 Daily Double.
Pick 3	CHRB 1977	23.68%	\$1.50 Pick 3.
E PNP4 (Early Pick 4)	CHRB 1976.9	23.68%	\$1.50 Pick 4 on races 2-5; No consolation; 100% payout; Alternate runner provision.
LPNP4 (Late Pick 4)	CHRB 1976.9	23.68%	\$1.50 Pick 4 on last four races; No consolation; 100% payout; Alternate runner provision.
Mid PNP4 (Mid Pick 4)	CHRB 1976.9	23.68%	\$1.50 Pick 4 on: race 5 if 1 race card, race 6 if 12 race card, race 7 if 14 race card; No consolation; 100% payout; Alternate runner provision.
Early PNP5 (Early Pick 5)	CHRB 1976.9	14.00%	\$1.50 Pick 5 on first five races; 100% payout to all tickets selecting five winners; No consolation; 100% carryover to next day's Early Pick 5 if no ticket has five winners; Alternate runner provision.
Late PNP5 (Late Pick 5)	CHRB 1976.9	23.68%	\$1.50 Pick 5 on last five races; 100% payout to all tickets selecting five winners; No consolation; 100% carryover to next day's Late Pick 5 if no ticket has five winners; Alternate runner provision.
PNP6 (Pick 6)	ARCI 004-105(G)(2)(g) <sup>1</sup> ; ARCI 004-105(G)(16)(b)(i) <sup>2</sup>	23.68%	\$1.20 Pick 6 on the last six races each day. If no unique ticket, 70% will be paid to the minor pool and the 30% will be added to the major pool carryover.
Pentafecta (Super High 5)	ARCI 004-105(X)(4)	23.68%	\$1 Super High 5 on all races that have 7 or more declared starters; 100% payout on all tickets selecting five winners; No consolation; 100% carryover to next race (including to the next race day, if applicable).
Golden Hour Double Play (Special Late DD)	CHRB 1957	15.00%	\$5 Daily Double connecting the last race of the day at Santa Anita Park with the last race of the day at Golden Gate Fields. Wager will not be offered if the last race at Golden Gate Fields goes off before the last race at Santa Anita Park.
Golden Hour Pick 4 (Special Late P4)	CHRB 1976.9	15.00%	\$1 Pick 4 connecting the last 2 races of the day at Santa Anita Park with the last 2 races of the day at Golden Gate Fields. Wager will not be offered if the second to last race at Golden Gate Fields goes off before the second to last race at Santa Anita Park. No consolation; 100% payout; Alternate runner provision.

<sup>1</sup>We request that Commission allow patrons to select an alternate wagering interest in any of the Pick (n) contests in the event their selected wagering interest is scratched.

<sup>2</sup>Only if the request made in the letter dated September 21, 2021 is denied.



September 21, 2021

Scott Chaney  
California Horse Racing Board  
1010 Hurley Way, Suite 300  
Sacramento, CA 95825

Re: Rainbow Pick 6, Late Surface Change, and Mandatory Payout Day

Scott,

This letter is in regards to Los Angeles Turf Club, Incorporated's ("LATC") "Application for License to Conduct a Horse Racing Meeting" for the time period of December 15, 2021 through June 21, 2022 (the "Race Meet Application").

As specified in the Race Meet Application, LATC wishes to use ARCI 004-105(G)(2)(g) to govern the payout of our Pick 6.

**Definition of Unique**

Additionally, pursuant to ARCI 004-105(G)(2)(g), LATC is required to identify which definition under ARCI 004-105(G)(16)(b) LATC will use to identify a unique ticket. LATC requests that a combination of the two definitions to define unique be used. Specifically, LATC wishes "unique" to be defined as:

"1) The total amount wagered on one and only one winning combination selecting the first-place finisher in each of the Pick (n) contests, based up on the official order of finish, is equal to the minimum allowable wager, 2) there is more than one combination selecting the first-place finisher in each of the Pick (n) contests equal to the minimum allowable wager and all such winning combinations are on one ticket that has a unique serial number assigned by the tote company that issued the ticket and the multiple winning combinations is solely a result of a wagering interest being scratched and replaced with the post time favorite; 3) there is more than one combination selecting the first-place finisher in each of the Pick (n) contests equal to the minimum allowable wager and all such winning combinations are on one ticket that has a unique serial number assigned by the tote company that issued the ticket and the multiple winning combinations is solely a result of a dead heat; 4) there is more than one combination selecting the first-place finisher in each of the Pick (n) contests equal to the minimum allowable wager and all such winning combinations are on one ticket that has a unique serial number assigned by the tote company that issued the ticket and the multiple winning combinations is solely a result of there is a surface change after the Pick 6 pool has closed and as a result the race is a "Win All"; or 5) there is more than one combination selecting the first-place finisher in each of the Pick (n) contests equal to the minimum allowable wager and all such winning combinations are on one ticket that has a unique serial number assigned by the tote company that issued the ticket and the multiple winning combinations is solely a result of some combination of (2), (3), and (4) above.

If our proposed definition of unique is not approved, we will use ARCI 004-105(G)(16)(b)(i) to define "unique."

Each day that there is no unique ticket, 70% will be paid out as the minor share to ticketholders which correctly selected the most first place finishers in the Pick(n) contests and 30% will be carried over to the major share (i.e. unique share).

### Late Surface Change

Pursuant to ARCI 004-105(G)(6)-(7), on any day in which there is a surface change after the Pick 6 pool closes, "the net pool shall be distributed as a single price pool to those whose selection finished first in the greatest number of Pick (n) contests for that performance. Such distribution shall include the portion ordinarily retained for the Pick (n) carryover but not the carryover from previous performances."

LATC requests that on any day in which there is a surface change after the Pick 6 pool has closed, with respect to the race(s) with a changed surface, the changed leg(s), i.e. the race(s) that had the surface change, are declared a "Win All," not a "no contest."

LATC also requests that on any day in which there is a surface change after the Pick 6 pool has closed, the following payout distribution method be used: the payout distribution method as provided for in ARCI 004-105(G)(2)(g) if there is a unique ticket and if there is not a unique ticket, the entire day's net pool be paid to ticketholders which correctly selected the most first place finishers in the Pick(n) contests. In other words, LATC is requesting that on any day in which there is a surface change after the Pick 6 pool has closed, the payout will be treated the same way it is on all other days during the license period if there is a unique winning ticket. If there is no unique winning ticket, the day's major share (unique share) will be added to day's minor share. On days in which there is a surface change after the Pick 6 pool has closed, the unique jackpot carryover can be paid out, however, it cannot grow.

If there is a surface change after the Pick 6 pool closes on a mandatory payout date, the day's net pool and any carryover will be divided among the ticket holders that correctly selected the greatest number of first-place finishers.

LATC requests these modifications be approved as part of its license application.

Sincerely,



Eric Sindler

cc: Rob Brodник  
Nate Newby

mutuel wagering program.

- C. Maximum carryover pool to be allowed to accumulate before its distribution **OR** the date(s) designated for distribution of the carryover pool:

**Mandatory payout on closing day, June 19, 2022. Additionally, we request that the board approve additional mandatory distributions prior to closing day throughout the meet on the condition that the Executive Director is notified at least five (5) days before any such mandatory distribution and such notification includes a justification for the distribution and an explanation of the benefit to be derived.**

- D. List any options requested with regard to exotic wagering: **Not applicable**

- E. Will "advance" or "early bird" wagering be offered? Yes  No

If yes, when will such wagering begin? Specify days and time for "early bird" wagering:  
**Each race day from 8:30am to 10:00am**

- F. Type(s) of pari-mutuel or totalizator equipment to be used by the association and the simulcast organization, name of the person(s) supplying equipment, and expiration date of the service contract:

**Keith Johnson**  
**AmTote International Inc.** Expires **August 21, 2020 with option to extend to 2025**  
**11200 Pepper Road**  
**Hunt Valley, MD** Phone: **(800) 345-1566**

- G. List below the takeout percentage for each type of wager identified in 10.A.:

**TAKEOUT PERCENTAGE**  
 (Example) PNP5-14%

**See attached wagering menu**

**11. ADVANCE DEPOSIT WAGERING (ADW)**

- A. Identify the ADW provider(s) to be used by the association for this race meeting:

**Xpressbet**  
**Twinspires**  
**TVG**  
**NYRABets**  
**Bet America**

- B. Attach a copy of the agreement/contracts with each ADW provider to be used for this race meeting.  
**On file with the board.**

- C. Have the contract/agreements been approved by the respective horsemen's groups?

Yes  No

If yes, attach a copy of the approval.

If no, explain the status of the approval. **To be provided to the board upon receipt.**

**NOTICE TO APPLICANT:** Pursuant to Business and Professions Code section 19604, ADW providers may accept wagers on races conducted in California from a resident of California if : 1) the ADW provider is licensed by the Board; 2) a written agreement allowing those wagers exists with the racing association or fair conducting the races on which the wagers are made; 3) the agreement shall have been approved in writing by the horsemen's organization responsible for negotiating purse agreements for the breed on which the wagers are made. ADW providers may accept wagers on races conducted outside of California from a resident of California if: 1) the ADW provider is licensed by the Board; 2) there is a hub agreement between the ADW provider and one or both of (i) one or more racing associations or fairs that together conduct no fewer than five weeks



December 3, 2021

Mr. Eric Sindler  
Santa Anita Racetrack  
285 W. Huntington Dr.  
Arcadia, CA 91007

RE: Santa Anita (LATC) 2021-22 Winter-Spring Race Meet ADW Approvals

Dear Eric,

Pursuant to the Interstate Horseracing Act and applicable California law, the Thoroughbred Owners of California (TOC) agrees to the use of Los Angeles Turf Club (LATC) race signals under the terms and conditions set forth below.

Pursuant to Section 29, Intrastate Advance Deposit Wagering ("ADW") of the Race Meet Agreement between TOC and LATC, and the Geo-Location Agreement (Exhibit A) between TOC and each ADW provider, LATC shall be permitted to transmit race signal to California-licensed ADW providers TVG, XpressBet, TwinSpines, NYRA, BetAmerica, and Watch and Wager to accept wagers on LATC and other Thoroughbred races during the 2021-22 Winter-Spring race meeting, December 15, 2021 through June 21, 2022, as follows:

**1. California wagering on LATC races:**

- a. TVG, XpressBet, TwinSpines, and NYRA may deduct a Hub Fee of █% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- b. BetAmerica may deduct a Hub Fee of █% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- c. Watch and Wager may deduct a Hub Fee of █% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- d. TVG, XpressBet, TwinSpines, NYRA, BetAmerica, and Watch and Wager may deduct a Hub Fee of █% of gross handle for ADW wagers accepted by California residents located within the enclosure of a Thoroughbred racetrack or fair on days when they are running live race meets, as more fully set forth in Exhibit A.
- e. For all wagers identified in sections 1.a.-c. above, the remainder of the takeout shall be distributed in conformity with the Market Access Fee provisions of California law (Section 19604 et seq).

**2. California wagering on out-of-state Thoroughbred races:**

- a. TVG, XpressBet, TwinSpines, and NYRA may deduct a Hub Fee of █% of gross handle for ADW wagers accepted by California residents at all locations other than within the

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285 W. HUNTINGTON DR., ARCADIA, CA 91007 (626) 574-6620

CHAIRMAN: GARY FENTON  
PRESIDENT & CEO: GREG AVIOLI  
EXECUTIVE DIRECTOR: MARY FORNEY  
ADMINISTRATIVE ASSISTANT: ELSA PERON

enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.

- b. BetAmerica may deduct a Hub Fee of █% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- c. Watch and Wager may deduct a Hub Fee of █% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- d. TVG, XpressBet, TwinSpires, NYRA, BetAmerica, and Watch and Wager may deduct a Hub Fee of █% of gross handle for ADW wagers accepted by California residents located within the enclosure of a Thoroughbred racetrack or fair on days when they are running live race meets, as more fully set forth in Exhibit A.
- e. For all wagers identified in sections 2.a.-c. above, the remainder of the takeout shall be distributed in conformity with the Market Access Fee provisions of California law (Section 19604 et seq).

**3. Out-of-state wagering on LATC races:**

- a. TVG, XpressBet, TwinSpires and NYRA shall pay a Host Fee of no less than █% of gross out-of-state handle wagered by out-of-state account holders, plus a █% California Purse Fee per SB 1072.
- b. BetAmerica and Watch and Wager shall pay a Host Fee of no less than █% of takeout (which includes a █% California purse fee per SB 1072) of gross out-of-state handle wagered by out-of-state account holders.

This agreement in no way binds TOC to the same terms and conditions with respect to future race meetings. TOC's authorization shall not serve, nor should it be construed as, a precedent to future requests for permission to transmit race signals, and facilitate wagering on those signals, to the ADW providers specified herein or to any other ADW provider. TOC reserves the right to cancel or withdraw its authorization for any ADW provider, at any time, upon 48 hours written notice. These terms and conditions are subject to receipt by TOC of written confirmation of these terms, signed by authorized representatives of TVG, Xpressbet, TwinSpires, NYRA, BetAmerica, and Watch and Wager.

Very truly yours,



Greg Avioli, President & CEO

cc: Tom Varela, Scott Cheney

of live racing on the breed on which wagering is conducted during the calendar year during which the wagers are placed and (ii) the horsemen's organization responsible for negotiating purse agreements for the breed on which wagering is conducted.

**12. SIMULCAST WAGERING PROGRAM**

- A. Simulcast organization engaged by the association to conduct simulcast wagering:  
**Southern California Off-Track Wagering, Inc.**
- B. Attach the agreement between the association and simulcast organization permitting the organization to use the association's live audiovisual signal for wagering purposes and providing access to its totalizator for the purpose of combining on-track and off-track pari-mutuel pools.  
**The SCOTWINC agreement between LATC and SCOTWINC on file with the Board.**
- C. California simulcast facilities the association proposes to offer its live audiovisual signal:  
**Exhibit 12C/F**
- D. Out-of-state wagering systems the association proposes to offer its live audiovisual signal:  
**Exhibit 12D/E**
- E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the association:  
**Exhibit 12D/E**
- F. California mini-simulcast facilities the association proposes to offer its live audiovisual signal:  
**Exhibit 12C/F**
- G. For **THOROUGHBRED** racing associations, list the host track from which the association proposes to import out-of-state and/or out-of-country thoroughbred races. Include the dates imported races will be held, and whether a full card will be accepted. If the full card will not be imported, state "selected feature and/or stakes races":

<b>Arlington</b>	<b>Louisiana Downs</b>
<b>Assiniboia</b>	<b>Mahoning Valley</b>
<b>Australia Racing</b>	<b>Monmouth Park</b>
<b>Belterra</b>	<b>Mountaineer Park</b>
<b>Canterbury</b>	<b>NYRA - Aqueduct, Belmont, Saratoga</b>
<b>Century Downs</b>	<b>Oaklawn Park</b>
<b>Century Mile</b>	<b>Parx (Philly Park)</b>
<b>Churchill Downs</b>	<b>Penn National</b>
<b>Delaware Park</b>	<b>Pimlico</b>
<b>Delta Downs</b>	<b>Prairie Meadows</b>
<b>Ellis Park</b>	<b>Presque Isle</b>
<b>Emerald Downs</b>	<b>Retama Park</b>
<b>Evangeline Downs</b>	<b>South America Racing</b>
<b>Fair Grounds</b>	<b>Sunland Park</b>
<b>Fort Erie</b>	<b>Sunray Park</b>
<b>Gulfstream Park</b>	<b>Tampa Bay Downs</b>
<b>Hastings Park</b>	<b>Thistledown</b>
<b>Hawthorne</b>	<b>Turf Paradise</b>
<b>Indiana Grand</b>	<b>Turfway Park</b>
<b>Keeneland</b>	<b>United Kingdom</b>
<b>Kentucky Downs</b>	<b>Woodbine</b>
<b>Laurel Park</b>	<b>Zia Park</b>
<b>Lone Star</b>	

## SOUTHERN CALIFORNIA

Cabazon Fantasy Springs Casino  
84-245 Indio Springs Dr.  
Indio, CA 92201

Surfside Race Place at Del Mar  
2260 Jimmy Durante Blvd.  
Del Mar, CA 92014

Hollywood Park  
3883 W. Century  
Inglewood, CA 90303

Sports Pavilion at The Farmer's Fair  
18700 Lake Perris Dr.  
Perris, CA 92571

Watch & Wager, Antelope Valley Fairgrounds  
2551 West Ave. H  
Lancaster, CA 93536

Santa Anita Park  
285 W. Huntington Dr.  
Arcadia, CA 91007

Sports Center at National Orange Show  
930 S. Arrowhead Ave.  
San Bernardino, CA 92408

Fairplex Park (Finish Line Grill)  
2201 W. White Ave.  
Pomona, CA 91768

The Derby Club, Seaside Park (Ventura Fair)  
10 West Harbor Blvd.  
Ventura, CA 93001

Sports Pavilion San Bernardino Co. Fair  
14800 7th St.  
Victorville, CA 92392

Viejas Casino & Turf Club  
5000 Willows Rd.  
Alpine, CA 91901

Commerce Casino (mini-satellite)  
6131 E. Telegraph Rd.  
Commerce, CA 90040

OC Tavern Grill & Sports Bar (mini-satellite)  
2369 S. El Camino Real  
San Clemente, CA 92672

## Exhibit 12C/F (1/2)

Sammy's (mini-satellite)  
23221 Lake Center Drive  
Lake Forest, CA 92630

Santa Clarita Lanes (mini-satellite)  
21615 Soledad Canyon Road  
Saugus, CA 91350

Tilted Kilt (mini-satellite)  
1345 Thousand Oaks Blvd.  
Thousand Oaks, CA 91362

Firehouse (mini-satellite)  
7701 White Ave.  
Bakersfield, CA 93313

Lake Elsinore Hotel & Casino (mini-satellite)  
20930 Malaga Road  
Lake Elsinore, CA 92530

Pechanga Casino (mini-satellite)  
4500 Pechanga Pkwy.  
Temecula, CA 92592

The Derby Room at Glen Arden Club (mini-satellite)  
357 Arden Ave.  
Glendale, CA 91203

**NORTHERN CALIFORNIA**

**Exhibit 12C/F (2/2)**

Big Fresno Fair  
1121 Chance Ave.  
Fresno, CA 93702

Monterey County Fair  
2004 Fairgrounds Rd.  
Monterey, CA 93940

Golden Gate Fields  
1101 Eastshore Highway  
Berkeley, CA 94710

Fresno Club One  
1033 Van Ness Ave.  
Fresno, CA 93721

Alameda County Fair  
4501 Pleasanton Ave.  
Pleasanton, CA 94566

California State Fair & Exposition  
1600 Exposition Blvd.  
Sacramento, CA 95815

The Jockey Club at San Mateo  
2495 S. Delaware St.  
San Mateo, CA 94403

Santa Clara County Fair  
344 Tully Rd.  
San Jose, CA 95111

Sonoma County Fair  
1350 Bennett Valley Rd.  
Santa Rosa, CA 95402

San Joaquin County Fair  
1658 South Airport Way  
Stockton, CA 95206

Solano County Fair  
900 Fairgrounds Dr.  
Vallejo, CA 94589

**Santa Anita  
Commingled Locations**

**Exhibit 12D/E**

AmWest Entertainment	Ellis Park	Maronas (Uruguay)	Scarborough Downs
Amwest Accounts	Emerald Downs	Maryland Jockey Club	Scarlet Pearl Casino (MS)
Caribbean Locations	Evangeline Downs	Meadowlands (NJ)	Scioto Downs
Couer D'Alene Casino (ID)	Fair Grounds	Meadows The	Seabrook Greyhound
Triple Crown (SD)	Fair Grounds ADW	Meadows The (ADW) - PA regional	Seabrook Greyhound ADW
Arapahoe-Mile High	Fair Meadows	Miami Valley Gaming & Racing	Southland Greyhound
Arima Race Club	Favorites at Gloucester (NJ)	Mobile Greyhound	State Fair (Lincoln, NE)
Arlington I	Finger Lakes	Monmouth Park (NJ)	Suaposta (Brazil) ADW
Bangor Raceway	Finger Lakes ADW	Montana OTB	Suffolk District OTB
Batavia	Fonner Park	Monticello	Suffolk Downs
Belterra Park	Freehold (NJ)	Mountaineer Park	Sunland Park
BetAmerica	Gillespie County Fair	Nassau Regional OTB	SunRay Park & Casino
Beau Rivage Casino (MS)	Global Wagering Group	Nevada Pari-Mutuel Assoc.	Tampa Bay Downs
Birmingham Greyhound	Global Wagering Solutions	Newport Jal Alai	Taunton ADW
Borgata Casino (NJ)	Betsson, OneXTwo, German Tote	New Jersey ADW (4NJBets)	Taunton Dog Track Inc.
Buffalo Raceway	Racebets, Sportech Netherlands,	New Palace Casino (MS)	The Downs at Albuquerque
Canterbury Park	Magna Bet, Pferdewetten, Dantoto	Northfield Park	Thistledown
Capital District OTB	Bet365, Ladbrokes Coral	Cedar Downs OTB	Tioga Downs
Catskills OTB	Gold Strike Casino (MS)	Northville Downs	Tri-State GH (Mardi Gras)
Charles Town Race Course	Grants Pass (& Oregon OTB's)	NYRA	Turf del Norte (Mexico)
Churchill Downs	Greenetrack	NYRA ADW	Turf del Norte - Tribeca (D. R.)
Colonial Downs	Greyhound at Post Falls	Oaklawn Park	Turf Paradise
Columbus Raceway	Gulfstream Park	Oaklawn Park ADW	Turfway Park
Connecticut OTB	Harrah's Philadelphia (Chester)	Ocean Downs	TVG
Bradley Teletheater, Bristol	Harrington Raceway	Panama	TVG High Volume
New Britain, Norwalk, Milford	HarringtonBets ADW (DE regional)	PariBet ADW	Twin River Greyhound
East Haven, Hartford, Putnam	Hawthorne Race Course	PariBet OTB (North Dakota)	TwinSpires
Shoreline Star, Sports Haven	Hawthorne ADW	PARX	TwinSpires High Volume
Torrington, Waterbury	Hoosier Park	PARX ADW	Velocity Wagering Ltd.
Manchester, New London	Horseman's Park	Penn National	Venezuela OTB
Willimantic, Sanford OTB	Hill)	Penn National ADW	Vernon Downs
John Martin's Manor Restaurant	Idabet	Peru	WatchandWager ADW
Connecticut OTB ADW	Indiana Downs	Phumeteia	Western OTB
Coushatta Casino	Clarksville/Evansville OTB	Plainridge Race Course	Wheeling Downs
Paragon Casino	Intermountain Racing	Plainridge ADW	Will Rogers Downs
Ho-Chunk Casino	Jockey Club Brasilia	Player Management Group	Wyoming OTB
Mohegan Sun Casino	Keeneland	Pocono Downs ADW	Wyoming Downs
Oneida Bingo and Casino	Keeneland Select ADW	Pocono Downs/OTB	XpressBet
Pony Bar Simulcast Center	Kentucky Downs	Potawatomi Casino/ OTB	Yonkers Raceway
Tote Investment Racing	Kentucky OTB	Prairie Meadows	Yonkers ADW (EmpireCityBets)
Randall James Racetrack	Lewislon OTB's	Premier Gateway International	Yobet Group 1
Millenium Racing	Lien Games	Premier Turf Club	Zia Park
Royal Beach Casino	Chips Lounge/Rumors OTB	Presque Isle	123Gaming
DVI Carina Bay Casino	Howard Johnsons OTB	Remington Park	
Winner's Circle	Skydancer Casino OTB	Remington OTB Network	<b>Separate Pool Locations</b>
Corpus Christi Greyhound	X the Spot (Virgin Islands)	Retama Park	Camarero (Puerto Rico)
Dayton Raceway	Offtrackbetting ADW	Racing & Gamng Services	Caymanas (Jamaica)
Delaware Park	Lone Star	Ruidoso Downs	Chile
Delta Downs	Louisiana Downs	Running Aces Harness Park	Codere (Mexico)
Dover Downs	LVDC	Sam Houston	MIR Books (Caliente)
Dubuque (Iowa Greyhound)	Atlantis Paradise Casino	Valley Greyhound Park	NDS Books (Nevada)
Wild Rose OTB's	Buffalo Thunder Resort	Saratoga Harness Raceway	Suaposta (Brazil) ADW
Egg Harbor ITW (NJ)	Foxwoods Resort Casino	Saratoga Bets (ADW)	Tabcorp (Australia)
Elite Turf Club	Mahoning Valley		XB (GWS)

**Canadian Locations**

Assiniboia, Century Downs, Century Mile, Charlottetown, Clinton Teletheatre, Dresden, Elmira Raceway, Evergreen Park, Flamboro Downs, Fraser Downs, Fort Erie, Frederiction Raceway, Georgian Downs, Grand River, Hanover Raceway, Hastings Park, Hlawatha, Hipodrome de Quebec, Kawartha Downs, Marquis Downs, Mohawk, Northside Downs, Picov Downs, Rideau Carlton, Rocky Mountain Turf Club, Sudbury Downs, Summerside, TBC Teletheatres, Track On 2, Truro Raceway, Western Fair, Woodbine, Xpressbet Southern Alberta

**NOTICE TO APPLICANT:** Business and Professions Code section 19596.2(a) stipulates that on days when live thoroughbred or fair racing is being conducted in the state, the number of thoroughbred races which may be imported by an association or fair during the calendar period the association or fair is conducting its racing meeting cannot exceed a combined daily total of 50 imported thoroughbred races statewide. The limitation of 50 imported thoroughbred races per day statewide does not apply to those races specified in Business and Professions Code section 19596.2(a)(1), (2), (3) and (4).

**THOROUGHBRED SIMULCAST RACES TO BE IMPORTED**

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races
--------------------	------------	---

- H. For **QUARTER HORSE** racing associations, list the host track from which the association proposes to import out-of-state and/or out-of-country quarter horse races. Include the dates imported races will be held, and whether a full card will be accepted. If the full card will not be imported, state "selected feature and/or stakes races":

**QUARTER HORSE SIMULCAST RACES TO BE IMPORTED**

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races
<b>Los Alamitos</b>	<b>Per CHRB calendar</b>	<b>Full Card</b>

- I. For **STANDARD BRED** racing associations, list the host tracks from which the association proposes to import out-of-state and/or out-of-country harness races. Include the dates imported races will be held, and whether or not a full card will be accepted. If the full card will not be imported, state "selected feature and/or stakes races":

**HARNESS SIMULCAST RACES TO BE IMPORTED**

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races
--------------------	------------	---

- J. For **ALL** racing associations, list imported simulcast races the association plans to receive which use breeds other than the breed of the majority of horses racing at its live horse racing meeting. Include the name of the host track, the dates imported races will be held, and how many races will be imported:

**OTHER BREED SIMULCAST RACES TO BE IMPORTED**

Name of Host Track	Breed of Horse	Race Dates	Number of Races to be Imported
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- K. For **ALL** racing associations, if any out-of-state or out-of-country races will commence outside of the time constraints set forth in Business and Professions Code sections 19596.2 and 19596.3, attach a copy showing the agreement by the appropriate racing association(s).

**NOTICE TO APPLICANT:** All interstate wagering to be conducted by an association is subject to the provisions of Title 15, United States Codes, which require specific written approval of the CHRB and of the racing commission having jurisdiction in the out-of-state venue. All international wagering to be conducted by an association is subject to the provision of Business and Professions Code sections 19596, 19596.1, 19596.2, 19596.3, 19601, 19602, and 19616.1, and will require specific written approval of the CHRB.

Every association shall pay over to the simulcast organization within 3 calendar days following the closing of wagering for any day or night racing program, or upon receipt of the proceeds, such amounts that are retained from off-track simulcast wagering, interstate and out-of-state wagering, and which are obligated by statute for guest commissions, simulcast operator's expenses and promotions, equine research, local government in-lieu taxes, and stabling and vanning deductions. Every association shall pay to its Paymaster of Purses' account within 3 calendar days following the closing of wagering for each day or night racing program, or upon receipt of the proceeds, such amounts that are retained or obligated from off-track simulcast wagering, interstate and out-of-state wagering for purses, breeders' awards or other benefits to horsemen. (See Notice to Applicant, Section 7.)

**13. CHARITY RACING DAYS**

- A. Name and address of the distributing agent (charity foundation) for the net proceeds from charity racing days held by the association:  
**Board of Directors**  
**Los Angeles Turf Club, Incorporated**  
**285 W. Huntington Drive**  
**Arcadia, CA 91007**
  
- B. Names and addresses of the trustees or directors of the distributing agent:  
**Eric Sindler, General Counsel, California Racing Operations**  
**Los Angeles Turf Club II, Incorporated**  
**285 W. Huntington Drive**  
**Arcadia, CA 91007**
  
- C. Dates the association will conduct races as charity racing days OR:
  
- D. Will the association pay the distributing agent an amount equal to the maximum required under B&P Code Section 19550(b)? Yes

**NOTICE TO APPLICANT:** Net proceeds from charity racing days shall be paid to the designated and approved distributing agent within 180 days following the conclusion of the association's race meeting in accordance with the provisions of Business and Professions Code section 19555. Thereafter, the distributing agent shall distribute not less than 90% of the aggregate proceeds from such charity racing days within 12 calendar months after the last day of the meeting during which the charity racing days were conducted and shall distribute the remaining funds as soon thereafter as is practicable. At least 50% of the distribution shall be made to charities associated with the horse racing industry in accordance with the provisions of Business and Professions Code section 19556(b) and (c).

**14. RACING OFFICIALS, OFFICIALS, AND OFFICIATING EQUIPMENT**

- A. Racing officials nominated:
 

<b>Association Veterinarian(s)</b>	<b>Dr. Dana Stead</b>
<b>Clerk of Scales</b>	<b>Kevin Colosi</b>
<b>Clerk of the Course</b>	<b>Linda Ramirez</b>
<b>Horse Identifier</b>	<b>Jennifer Paige</b>
<b>Horseshoe Inspector</b>	<b>Victor Tovar</b>
<b>Paddock Judge</b>	<b>Jesus Calvillo Jr.</b>
<b>Patrol Judges</b>	<b>Jesus Calvillo Jr., Randy Valdez</b>
<b>Placing Judges</b>	<b>Bob Moreno, Karen Denovel, Michael Burns</b>
<b>Starter</b>	<b>Jay Slender</b>
<b>Timer</b>	<b>Dane Nelson</b>
  
- B. Management officials in the racing department:
 

<b>Racing Secretary</b>	<b>Chris Merz</b>
<b>Director of Racing</b>	<b>Chris Merz</b>
<b>Racing Coordinator</b>	<b>Jason Egan</b>
<b>Assistant Racing Secretary</b>	<b>Zac Soto</b>
<b>Paymaster of Purses</b>	<b>Bridget Crawford</b>
<b>Assistant Clerk of Scales</b>	<b>Charles McCaul</b>
<b>Others (identify by name and title)</b>	
  
- C. Name, address, email and telephone number of the reporter employed to record and prepare transcripts of hearings conducted by the stewards:  
**Ms. Barbara Weinstein**  
**9582 Hamilton Ave., Suite 265**  
**Huntington Beach, CA 92626 Phone: (714) 964-7102**

- D. Photographic device to be used for photographing the finish of all races, name of the person supplying the service, and expiration date of the service contract:  
**Plusmic Corporation USA Expires: December 31, 2022**  
**Bill O'Brien**
  
- E. Photo patrol video equipment to be used to record all races, name of the person supplying the service, and expiration date of the service contract. Specify the number and location of cameras for dirt and turf tracks.  
**Jim Porep, Jr., President Contract term: through July 31, 2022**  
**Pegasus Communications, Inc.**  
**16633 Ventura Blvd., Suite 1010**  
**Encino, CA 91436 Phone: 818/907-1900**  
**Major video and camera equipment listing attached, Exhibit 14E**
  
- F. Type of electronic timing device to be used for the timing of all races, name of the person supplying the service, and expiration date of the service contract:  
**Electronic timing systems on both dirt and turf courses; maintained and operated by Santa Anita personnel. Systems backed by hand timing.**

**15. SECURITY CONTROLS**

- A. Name and title of the person responsible for security controls on the premises. Include an organizational chart of the security department and a list of the names of security personnel and contact telephone numbers.  
**Lou Scalera, Chief of Security**  
**Dan Pfau, Assistant Chief of Security**  
**Front Side Security Office (626) 574-6406**  
**Stable Security Office (626) 574-6469**  
**Organizational Chart: (Exhibit 15A)**

- B. Estimated number of security guards, gatemen, patrolmen or others to be engaged in security tasks on a regular full-time basis:

<b>1 Chief of Security</b>	<b>1 Full-time/8 Part-time Investigators</b>
<b>1 Assistant Chief</b>	<b>36 Security Guards</b>
<b>1 Secretary</b>	<b>13 Gatemen</b>
<b>1 Stable Security Manager</b>	<b>1 Stable Credentials Secretary</b>
<b>1 Supervisor Investigator</b>	

- 1. Attach a written plan for enhanced security for graded stakes races, and races of \$100,000 or more, to include the number of security guards in the restricted areas during a 24-hour period and a plan for detention stalls.  
**Security Officer per four (4) horses. Surveillance cameras to cover all Horses for Graded Stakes Races**

- 2. Detention Stalls:

- A. Attach a plan for use of graded stakes or overnight races.  
**Security Officer per four (4) horses. Surveillance cameras to cover all Horses for Graded Stakes Races**

- B. Number of security guards in the detention stall area during a 24-hour period.  
**Four Security Guards**

## SAP Camera List August, 2019

Pegasus Comm, Inc. 16633 Ventura Blvd Ste 1010, Encino CA 91436

Jim Porep 951-314-6348

Cam #	Location	Camera	Type	Lens Type
1	Pan camera 1	Sony HXC-100k	Hard	Fuji 50x
2	Pan camera 2	Sony HXC-100k	Hard	Fuji 50x
3	Dirt 7/8 tower	Sony HXC-100k	Hard	Canon 50x
4	Turf 7/8 tower	Sony HXC-100k	Hard	Canon 50x
5	Dirt 3/8 tower	Sony HXC-100k	Hard	Canon 50x
5	Hill head-on	Sony HXC-100k	Hard	
6	Turf 3/8 tower	Sony HXC-100k	Hard	Canon 50x
7	1/4 pole tower	Sony HXC-100k	Hard	Canon 33x
8	Turf Hill tower	Sony HXC-100k	Hard	Canon 20x
9	Tote board finish line	Sony HXC-100k	Hard	Canon 20x
10	Walking ring	Sony HXC-100k	25ft jib	Canon 20x
11	Walking ring tower	Sony HXC-100k	Hard	Canon 50x
12	Walking ring handheld	Sony HXC-100k	Hand Held	Canon 20x
13	Winner's Circle	Sony HXC-100k	25ft Jib	Canon 20x
14	Ground level / Winner's Circle	Sony HXC-100k	Hand Held	Canon 20x
15	Paddock Set - Remote Slide	Sony HXC-100k	Pan tilt zoom focus slide	Canon 20x
16	Tunnel	Sony	Remote	
17	SB Robo East	Sony	Remote	
18	SB Robo West	Sony	Remote	
19	SB Cable Cam West	Canon	Remote	
20	SB Cable Cam East	Canon	Remote	
21	Photo Finish	Plusmic		
22	5/16		Remote	
23	SB Box 1		Fixed	
24	SB Box 2		Fixed	
25	Super Slow Motion (Shutter)	Sony	Fixed	
26	Workout		Fixed	
27	RF Overhead Gate Camera		Remote	
28	RF LiveU		Hand Held	
29	RF Gate Camera	Panasonic	Hand Held	16x
30	Announcer		Fixed	

**SANTA ANITA PARK  
SECURITY LIVE RACING**

**Chief of Security**  
Lou Scalera

**Assistant Chief of Security**  
Dan Pfau

**Office Assistant**  
Tencha Diaz

**FRONTSIDE SECURITY**

**STABLE SECURITY**

**Area Managers**

- Sam Capuano
- Mitzuh Carrillo
- Hector Feliciano
- Rex Fisher
- Mike Flanagan
- Ray Larriva
- George Mendoza
- Dan Pfau
- Chris Thiffault

**Uniform Security Officers**

- Jose Alvarez
- Daniel Aragon
- Ruben Arias
- John Butler
- Richard Cantu
- Berenise Cardoso
- Nelson Cuellar
- Ben Denovel
- Stephen Flaherty
- Cesar Franco
- David Gonzales
- Carroll Gray Jr
- Robert Hadley
- Ollis Hartley
- Abel Iniguez
- David Jimenez
- Sergio Lozano
- Sgt Mark Mattick
- Anthony Mora
- Michael Phillips
- Allen Redding
- Louis Rodriguez
- Vladimir Roy
- Axel Sandoval
- Kenneth Shiba
- John Vergo
- Aaron White

**Parking Patrol Officers**

- Fernando Valenzuela

**Stable Security Supervisors**

- Sgt. Mike Veladez
- Sgt. Paul Nalbandian

**Stable Credentials**

- Corina Carter

**UNIFORM SECURITY OFFICERS**

- Byron Carter
- William Griffin
- Brandon Islas
- John Lo
- James White

**Stable Gateman**

- Eduardo Barsallo
- Al Castaneda
- Mari Comsa
- Manny Diaz
- Raymundo Franco
- Frank Garcia
- Yolidaved Garcia
- Cesar Hernandez
- Clyde Higgins
- Luis Holguin
- Shandra Hudson
- Joann Lopez
- Jo Linda Palmer
- Ignacio Ramirez

C. Describe number and location of surveillance cameras in detention stall area.  
**Total of Sixty-Three (63) Cameras (Barns #: 117, 118, 119, 120 and 121)**

3. TCO2 Testing:

A. Number of races to be tested, and number of horses entered in each race to be tested.  
**Will follow CHRB staff directives.**

B. Plan for enhanced surveillance for trainers with high-test results.  
**Contractual obligations with TOC and CHRB directives will be followed.**

C. Plan for detention stalls for repeat offenders.  
**In compliance with our Race Meet Agreement with TOC and at the direction of the CHRB.**

D. Number of security personnel assigned to the TCO2 program.  
**As needed per the advice of CHRB staff.**

C. Describe the electronic security system:

**The electronic security system consists of video cameras with the ability to pan, tilt and zoom remotely. Camera monitors and control points are managed from secure locations. Digital recordings are maintained on hard drives.**

1. Location and number of video surveillance cameras for the detention stall and stable gate.  
**Surveillance cameras are in place within stalls 9, 10, 11, 12, 12A, 14, 20 and 21, providing a wide angle view of the entire stall space. Additional cameras are strategically located on the outside of stalls 4, 7, 12A and 14, and providing access to the barn area, are also under surveillance 24 hours per day. In addition, Santa Anita Park has installed approximately 1,100 additional surveillance cameras to the backside and "gap".**

D. For night racing associations. Describe emergency lighting system: **Not applicable**

16. **EMERGENCY SERVICES**

A. Name, address and emergency telephone number of the ambulance service to be used during workouts and during racing:

**Symons Ambulance  
 Jeff Grange  
 18592 Cajon Boulevard  
 San Bernardino, CA 92407**

**Phone: (909) 880-2979**

1. Attach a certification from the ambulance service(s) listed in 16.A., certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.

**Staff on track ambulance includes: 2 Paramedics  
 Exhibit 16A**

B. Name, address and emergency telephone number of the ambulance service to be used during workouts at auxiliary sites:

**Los Alamitos:                   Huntington Ambulance, LLC  
 Stacey O'Bryan, President  
 PO Box 145  
 Sunset Beach, CA 90742**

**Phone: (562) 904-1550**

**SLR Training Center:       Richard F. Roesch, President  
 Mercy Medical Transportation Inc.**



Exhibit 16A

Saturday August 28, 2021

To: Paige Richard

This letter shall serve as a statement of affirmation that all Emergency Medical Technicians and Paramedics employed by Symons Ambulance are trained, background checked and state certified in order to fulfill their job duties as authorized by the state of California Emergency Medical Services Authority.

Respectfully,

Ryan Merchant  
Director of Operations  
(951) 880-6263  
rmerchant@symonsambulance.com

CHRB  
1010 Hurley Way #300  
Sacramento, CA 95825

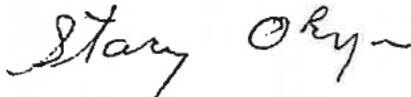
August 27, 2021

Dear CHRB Board,

I, Stacey O'Bryan, President of Huntington Ambulance, LLC certify that all E.M.T's ( Emergency Medical Technicians ) and Paramedics working for Huntington Ambulance, LLC are licensed with the State of California Emergency Medical Services, Orange County Emergency Medical Services and the California Highway Patrol.

All of our E.M.T's and Paramedics are licensed with the CHRB.

Sincerely,

A handwritten signature in cursive script that reads "Stacey O'Bryan".

Stacey O'Bryan - President  
Huntington Ambulance, LLC

# MERCY

*Medical  
Transportation  
Inc.*

Valley Center Office  
27350 Valley Center Road  
Valley Center, CA 92082  
(760) 751-9797 – Office  
(760) 751-8880 – Fax

August 27, 2021

Paige Rickerd  
Los Angeles Turf Club, Inc.  
Santa Anita Park  
285 W Huntington Drive

RE: Ambulance Certification Letter

Mercy Medical Transportation, Inc. only employs Paramedics and Emergency Medical Technicians (EMTs) that are licensed in the State of California and the County of San Diego. All our Paramedics and EMTs undergo a comprehensive interview and skills assessment, drug assessment, and all employees are run through a Department of Justice (DOJ) background investigation, along with OIG, System for Award Management (SAM) and Medi-Cal as required by San Diego County Emergency Medical Services.

Mercy Medical Transportation, Inc., also participates in the Department of Motor Vehicles (DMV) Employer Pull Notice program, which is required by the California Highway Patrol (CHP). Moreover, Mercy Medical Transportation, Inc., has created a thorough and dynamic Quality Assurance / Quality Improvement Program, which places high standards on emergency services best practices in the areas of personnel training, equipment familiarization, and quality patient care and customer service.

Should you require any additional information, please do not hesitate to contact me.

Respectfully,



Richard F Roesch  
President  
Mercy Medical Transportation, Inc.  
Phone: 760-525-2688  
Email: rick@mercymedtrans.com

**2537 Old San Pasqual Rd.  
Escondido, CA 92027**

**Phone: (760) 525-2688**

1. Attach a certification from the ambulance service (s) listed in 16.B., certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.

- **Los Alamitos: Staff by Paramedics with support from Orange County Fire-paramedics. Exhibit 16B**
- **SLR Training Center: On track ambulance includes two paramedics. Exhibit 16B**

C. Describe the on-track first aid facility, including equipment and medical staffing:

**Description of Santa Anita First Aid Office (Live Racing)**

**SERVICES (Mission)**

- **Yearly Jockey Physicals;**
- **Preventive and curative medical services for jockeys;**
- **Urgent care facility for jockeys;**
- **Urgent care for patrons and Santa Anita employees.**

**STAFFING**

- **Contracted Track Physician**
- **Contracted Paramedics (on the track) and (2 in First Aid)**
- **Licensed Emergency Ambulance**

**EQUIPMENT**

- **Basic First Aid Supplies (i.e. bandages and wound care);**
- **Oxygen equipment;**
- **Backboard, cervical collars, and splints;**
- **Blood pressure monitoring.**

**AVAILABILITY**

- **When gates open until after last race**

D. Name and emergency telephone number of the licensed physician on duty during the race meeting:  
If quarter horse racing association sees D.1.:

**Dr. David Skinner  
10010 California Avenue  
South Gate, CA 90280**

**Phone: (323) 567-2425**

**Dr. Tri Minh Vo  
10107 Valley Boulevard  
El Monte, CA 91731**

**Phone: (734) 277-3087**

1. Name address and emergency telephone number of hospitals located within 1.5 miles of the racetrack, which whom an agreement is in place to provide emergency medical services, pursuant to Business and Professions Code section 19481.3(a):

**Arcadia Methodist Hospital  
300 W. Huntington Drive  
Arcadia, CA 91007**

**Phone: (626) 445-4441**

E. Name, address and emergency telephone number of the hospital to be used for admittance and treatment of emergency injuries in the event of an on-track injury to a jockey:

**Arcadia Methodist Hospital  
300 W. Huntington Drive  
Arcadia, CA 91007**

**Phone: (626) 445-4441**

F. Attach, in English and Spanish, the emergency medical plan procedures that will be posted in each

jockey's room to be used in the event of an on-track injury to a jockey:

**Exhibit 16F**

G. Name of health and safety manager and assistant manager responsible for compliance of health and safety provisions pursuant to Business and Professions Code section 19481.3(d):

**Mitzuh Carrillo – Health & Safety Manager**  
**Emily Mayorga – Assistant to Health & Safety**

H. Attach a fire clearance from the fire authority having jurisdiction over the premises.

**Exhibit 16H**

I. Name of the workers' compensation insurance carrier for the association and the number of the insurance policy (if self-insured, provide details):

**Liberty Mutual Fire Insurance Company**  
**PO Box 989000**  
**West Sacramento CA 95798**  
**Policy # WA2-B7D-170912-011 Expires 6/30/2022**

J. Attach a Certificate of Insurance for workers' compensation coverage. The CHRB is to be named as a certificate holder and given not less than 10 days' notice of any cancellation or termination of insurance that secures the liability of the association for payment of workers' compensation.

**Exhibit 16J**

**NOTICE TO APPLICANT:** Every licensee conducting a horse racing meeting shall, pursuant to Business and Professions Code section 19481.3, maintain, staff, and supply an on-track first aid facility, that may be either permanent or mobile, and which shall be staffed and equipped as directed by the Board. A qualified and licensed physician shall be on duty at all times during live racing, except that this provision shall not apply to any quarter horse racing at the racetrack if there is a hospital situated no more than 1.5 miles from the racetrack and the racetrack has an agreement with the hospital to provide emergency medical services to jockeys and riders. An ambulance licensed to operate on public highways provided by the track shall be available at all times during live racing and shall be staffed by two emergency medical technicians licensed in accordance with Division 2.5 (commencing with Section 1797) of the Health and Safety Code, one of whom may be an Emergency Medical Technician Paramedic, as defined in section 1797.84 of the Health and Safety Code. (b) Each racing association and racing fair shall adopt and maintain an emergency medical plan detailing the procedures that shall be used in the event of an on-track injury. The plan shall be posted in each jockey room in English and Spanish. (c) Prior to every race meeting, the racing association or racing fair shall contact area hospitals to coordinate procedures for the rapid admittance and treatment of emergency injuries. (d) Each racing association or racing fair shall designate a health and safety manager and assistant manager, who shall be responsible for compliance with the provisions of this section and one of whom shall be on duty at all times when live racing is conducted. The health and safety manager may, at the discretion of the racing association, be the person designated to perform risk management duties on behalf of the association.

**17. CONCESSIONAIRES AND SERVICE CONTRACTORS**

Names and addresses of all persons to whom a concession or service contract has been given, **other than those already identified**, and the goods and/or services to be provided by each:

Does the association provide its own concessions? Yes  No

**HANDICAPPERS**

**Bob's Card Incorporated**  
**Jeff Bohland**  
**5090 Montville Trail**  
**Medina, OH 44256**

**(CHRB-25A and CHRB-87 on file with CHRB.)**

**Duke Racing Selections**  
**c/o John Acquarelli**  
**4615 Trieste Drive**

**(CHRB-25A and CHRB-87 on file with CHRB.)**



## EMERGENCY MEDICAL PROCEDURES FOR ON-TRACK INJURY TO JOCKEYS

### "FIRST RESPONSE"

- In the event of an accident, LATC Trackside Human Ambulance "Unit 41 Paramedics" which is manned by LATC-contracted Paramedics and is following the horses and jockeys in the race will respond immediately to the site of the accident. The attending Paramedics shall arrive equipped with advance cardiac life support (ACLS) and full C-spine equipment.
- An "on-site evaluation" of injuries to the jockey(s) shall be made by Unit 41 Paramedics.



### "ON-SITE EVALUATION"

- Based on the Paramedics "on-site evaluation" of injuries, a decision shall be made to either treat the injured jockey(s) on-site or to transport to the hospital.
  - If on-site treatment is deemed sufficient, Unit 41 Paramedics shall transport the injured jockey(s) directly to the First Aid Office where the Track Physician will be primary care provider or,
  - If off-site treatment is deemed necessary Unit 41 Paramedics will contact the Association Gate (channel 1) and have them call the 911 Arcadia Fire Department.



### "INJURY TREATMENT"

- If the injured jockey(s) is treated at the First Aid Office the Track Physician shall be the primary care provider unless or until the Track Physician surrenders custody of the patient based on his/her medical evaluation;
  - If deemed necessary the Track Physician will contact the Association Gate to call the 911 Arcadia Fire Department to transport the injured jockey(s) to the hospital.
  - Or should the Track Physician deem the rider clear to ride he may then return to the Jockeys' Room or be taken off his mounts for the remainder of the day.
  - If more than two jockeys need to be transported to the hospital, Arcadia Fire



## PROCEDIMIENTO MEDICO de EMERGENCIAS PARA HERIDAS A JINETES EN LA PISTA

### “PRIMEROS AUXILIOS”

- En el evento de un accidente, la ambulancia humana de LATC “41Paramedicos” es manejada por las EMT’s contractados por la LATC, seguiran a los caballos y jinetes en la carrera para responder inmediatamente al sitio del accident. El EMT arrivara con el equipo cardiaco basico (ACLS), AED, y equipo para la espina dorsal.
- Una evaluacion de las heridas al jinete seran hechas en el sitio del accidente por la 41Paramedicos.



### “EVALUACION EN EL SITIO DEL ACCIDENTE”

- Despues del accidente, es la decision de los paramedicos si el jinete va estar transportado al hospital o al la oficina de First Aid.
  - Si el tratamiento es suficiente en el sitio del accidente, el 41 Paramedicos transportara al jinete directamente a la oficina de First Aid donde el doctor del tracke sera el doctor.
  - Si se cree que es necesario el 41 Paramedicos se comunicara con la Association Gate (Canal 1) para que ellos le adviser a Departamento de Bomberos de la Cuidad de Arcadia 911.



### “TRATAMIENTO DE LAS HERIDAS”

- Si el jinete herido es tratado en la oficina de First Aid, el doctor del tracke sera el doctor al no ser que el doctor del tracke entregue custodia del paciente basado en su opinion medico;
  - Si se cree necesario el doctor de tracke se comunicara con la Association Gate (Canal 1) para que ellos le adviser a Departamento de Bomberos de la Cuidad de Arcadia 911.
  - Si el doctor de tracke dise que el jinete esta libre para montar or que va faltar de sus montas.
  - Si mas de dos jinetes necesitan transportacion al hospital, se le pedira a al



# City of Arcadia

## Fire Department

Michael Lang  
Fire Chief

August 31, 2021

California Horse Racing Board  
1010 Hurley Way, Suite 300  
Sacramento, CA 95825

RE: Los Angeles Turf Club Fire Clearance

To Whom It May Concern:

The Arcadia Fire Department, Fire Prevention Bureau, conducted a Fire and Life Safety Inspection of the facilities at Los Angeles Turf Club to be used for the dates of September 5, 2021 through July 1, 2022, the Winter/Spring meets including Simulcast.

It is requested that this letter be accepted as the report of that inspection. During the inspection no serious fire or life safety code violations were noted, and all permitted uses may continue.

In accordance with regulations as adopted by the California Horse Racing Board, this letter may be accepted as a fire clearance from this office for the aforementioned racing dates at Los Angeles Turf Club, Arcadia, California.

Sincerely,

Mark Krikorian  
Fire Marshal

cc: Nate Newby, Senior Vice President & General Manager, L.A.T.C.  
Jason Spetnagel, Vice President of Operations, L.A.T.C.  
Ed Martinez, Director of Facilities & Grounds, L.A.T.C.  
Joshua Funk, Fire Marshal, L.A.T.C.



# SANTA ANITA PARK

October 27, 2021

Mr. Scott Chaney  
Executive Director  
California Horse Racing Board  
1010 Hurley Way, Suite 300  
Sacramento, CA 95825

Re: Los Angeles Turf Club – Rule 1927 Exemption Request

Dear Mr. Chaney,

As has been previously discussed, the City of Arcadia Fire Department is not able to conduct an inspection within 45 days of the start of each meet. Los Angeles Turf Club, Incorporated (“LATC”) has previously submitted to the board the Arcadia Fire Department’s fire clearance letter dated August 31, 2021.

LATC requests an exemption from the requirement of Rule 1927 that the fire authority having jurisdiction over the barn area of Santa Anita Park perform an inspection within 45 days prior to the commencement of the race meeting.

Please let me know if you have any questions.

Sincerely,



Nate Newby

No.: 2020-58-ANITA

Dated: June 30, 2021

This document supersedes any certificate previously issued under this number

This is to certify that the Policy(ies) of insurance listed below ("Policy" or "Policies") have been issued to the Named Insured identified below for the policy period(s) indicated. This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder named below other than those provided by the Policy(ies).

Notwithstanding any requirement, term, or condition of any contract or any other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the Policy(ies) is subject to all the terms, conditions, and exclusions of such Policy(ies). This certificate does not amend, extend, or alter the coverage afforded by the Policy(ies). Limits shown are intended to address contractual obligations of the Named Insured.

Limits may have been reduced since Policy effective date(s) as a result of a claim or claims.

<b>Certificate Holder:</b> California Horse Racing Board 1010 Hurley Way Sacramento, CA 95825 Attn.: Insurance Department	<b>Named Insured and Address:</b> Los Angeles Turf Club, Incorporated 285 West Huntington Drive Arcadia, CA 91007
---	--

**This certificate is issued regarding:**  
 Evidence of Insurance

Type(s) of Insurance	Insurer(s)	Policy Number(s)	Effective/Expiry Dates	Sums Insured Or Limits of Liability	
COMMERCIAL GENERAL LIABILITY • Non-Owned Automobile	Zurich American Insurance Company	GLO 9302183-18	Jun 30, 2020 to Jul 30, 2021	Each Occurrence	USD 2,000,000
				Products-Completed Operations Aggregate	USD 2,000,000
				General Aggregate	USD 2,000,000
WORKERS' COMPENSATION & EMPLOYERS' LIAB	LIBERTY MUTUAL FIRE INSURANCE CO	WA2-B7D-170912-011	Jun 30, 2021 to Jun 30, 2022	Workers' Compensation	Statutory
				Employers' Liability Each Accident	USD 1,000,000 Bodily Injury by Accident
				Employers' Liability Each Employee	USD 1,000,000 Bodily Injury by Disease
				Employers' Liability Policy Limit	USD 1,000,000 Bodily Injury by Disease

**Additional Information:**

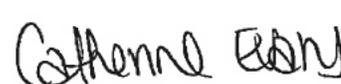
The Commercial General Liability Policy, placement was made by Marsh Commercial Business Center, a Service of Marsh USA Inc. Marsh Canada Limited has only acted in the role of a consultant to the client with respect to this placement, which is indicated here for your convenience.

With respect to the Commercial General Liability policy, California Horse Racing Board is added as Additional Insured but only with respect to liability arising out of the operations of the Named Insured.

The Workers' Compensation and Employers' Liability Policy, placement was made by Marsh USA Inc. Marsh Canada Limited has only acted in the role of a consultant to the client with respect to this placement, which is indicated here for your convenience.

**Notice of cancellation:**

The insurer(s) affording coverage under the policies described herein will not notify the certificate holder named herein of the cancellation of such coverage.

<b>Marsh Canada Limited</b> 120 Bremner Boulevard Suite 800 Toronto, ON M5J 0A8 Telephone: 1-844-990-2378 Fax: - Certs.Stronach@marsh.com	Marsh Canada Limited   By: _____ Catherine Evans
---	---

**Carlsbad, CA 92008**

**Today's Racing Digest, Inc.**  
**Jason Karches**  
**5790 Miramar Road, Suite 203**  
**San Diego, CA 92121**

**(Exempt from CHRB-25A and CHRB-87)**

**18. ON-TRACK ATTENDANCE/FAN DEVELOPMENT**

A. Attach a copy of the promotional and marketing plans for the race meeting: **On file with the board**

B. Promotional/ Marketing budget for this race meeting: **On file with the board**

Promotional/Marketing budget for prior race meeting: **On file with the board**

C. Number of hosts and hostesses employed for meeting:

**10\* - Group Sales handicapping aides to assist newcomers**

**11\* – Food and Beverage hostess's (11 weekends, 4 weekdays)**

**16\* – SST's Mutuel staff (14 on weekdays and 16 on weekends)**

**\*Estimates**

D. Describe facilities set aside for new fans:

**Customer Service – Paddock Room, Breezeway Customer Relations deck, Mainline 1, and Club 1 are designated areas specifically to assist fans with general racing information.**

**THOROUGHBREDS Centers – There are two locations that are open every racing day in Mainline 1 and in the Turf Terrace. The Turf Terrace TBREDS location also assists with large transaction players. The Infield Center is also open on the weekends and the South TBREDS Center when needed for specific promotions.**

**Information Windows – Mainline #2, Club #1, Mezzanine #2, and Frontrunner have full service information windows that can perform most transactions for customers to acquire wagering funds. These windows also provide newcomer wagering assistance. On the weekends east tote also opens an additional information window for the Infield customers.**

**XpressBet – Mainline #2 and Mezzanine is available for new sign ups and account maintenance for advance deposit wagering customers.**

E. Describe any improvements to the physical facility in advance of the meeting that directly benefit:

- 1) Horsemen
- 2) Fans
  - a) Modernization of two escalators
- 3) Facilities in the restricted areas

**19. SCHEDULE OF CHARGES**

A. Proposed charges, note any changes from the previous year:

Admission*	<b>\$10.00</b>	<b>Weekends &amp; Holidays</b>
	<b>Free</b>	<b>Weekdays (non-Holiday)</b>
Reserved seat (general)**	<b>\$20.00</b>	
Reserved seat (premium)**	<b>\$30.00</b>	
Infield Admission*	<b>\$5.00</b>	
Parking (preferred)*	<b>\$6.00</b>	
Parking (valet)	<b>\$10.00</b>	
Parking (general)	<b>\$4.00</b>	<b>Weekends &amp; Holidays</b>
	<b>Free</b>	<b>Weekdays (Thursday/Friday)</b>
Programs (on-track)	<b>\$2.50</b>	
Programs (off-track)	<b>\$3.50</b>	

\* Includes Program and General Parking

\*\* Reserved Seat includes Admission, Program, & General Parking; Premium Box Seats, FrontRunner, Silks (formerly Turf Terrace), Loge Box Seats, Trackside Dining, Club Court, and Apron Tables

B. Describe any "Season Boxes" fees:

**Annual Season Box 2021:**

<b>Seating for Winter/Spring &amp; Autumn</b>	<b>Meets: Price includes CH admission</b>
<b>Finish Line Box:</b>	
4 Seats	<b>\$4,390</b>
6 Seats	<b>\$5,850</b>
8 Seats	<b>\$7,560</b>
<b>Premium Box:</b>	
4 Seats	<b>\$3,000</b>
6 Seats	<b>\$3,750</b>
8 Seats	<b>\$4,800</b>

C. Describe any "package" plans such as combined parking, admission and program: **Not applicable**

**20. JOCKEYS/DRIVERS' QUARTERS**

A. Check the applicable amenities available in the jockeys/drivers' quarters:

- Corners (lockers and cubicles)      How many
- Showers       Steam room, sauna or steam cabinets       Lounge area
- Masseur       Food/beverage service       Certified platform scale

B. Describe the quarters to be used for female jockeys/drivers:

**Same amenities as above, but in separate quarters. Shared food and beverage area.**

**21. BACKSTRETCH EMPLOYEE HOUSING**

A. Inspection of backstretch housing was completed by (name) Investigator Barker on (date) 06/24/21. **Coordinating with CHRB Staff.**

B. Number of rooms used for housing on the backstretch of the racetrack: **445**

C. Number of restrooms available on the backstretch of the racetrack: **39 Restrooms (116 toilets, 99**

**lavatories, 45 urinals, 64 showers)**

- D. Estimated ratio of restroom facilities to the number of backstretch personnel: **1 to 47**

## 22. TRACK SAFETY

- A. Total distance of the racecourse - measured from the finish line counterclockwise (3' from the inner railing) back to the finish line: 

5280
------

 feet.
- B. Describe the type of track surface at the facility, including the specific track surface composition: **Santa Anita has a Dirt Track. The composition is made up of approximately 86% Sand and 14% Silt and Clay.**
- C. The percent of cross slope in the straight-aways is: **3%**  
The percent of cross slope in the center of the turns is: **5%**
- D. Describe the type(s) of materials used for the inner and outer railings of the race course, the type of inner railing supports (i.e., metal gooseneck, wood 4" x 4" uprights, offset wood 4" x 4" supports, etc.), the coverings, if any, on the top of the inner railing, and the approximate height of the top of the inner railing from the level of the race course.  
**Inside rail of the main track has metal goosenecks with a 6 inch aluminum rail and covering. Main track outside rail is a 4 inch round rail on a metal gooseneck. Turf Course has metal gooseneck with a 4 inch round rail with safety netting at zero. Duralock portable rail used at other settings. The outside turf rail is a 2 inch metal rail.**
- E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474:  
**Dennis Moore, Consultant**  
**Robert Moore, Track Superintendent**
- F. Attach a Track Safety Maintenance Program pursuant to CHRB Rule 1474.  
On File
- G. If the association is requesting approval to implement alternate methodologies to the provisions of Article 3.5, Track Safety Standards, pursuant to CHRB Rule 1471, attach a Certificate of Insurance for liability insurance which will be in force for the duration of the meeting specified in Section 2. The CHRB is to be named as a certificate holder and given not less than 10 days' notice of any cancellation or termination of liability insurance. Additionally, the CHRB must be listed as additionally insured on the liability policy at a minimum amount of \$3 million per incident. The liability insurance certificate must be on file in the CHRB headquarters office prior to the conduct of any racing.  
**Not applicable**

## 23. DECLARATIONS

- A. All labor and lease agreements and concession and service contracts necessary to conduct the entire meeting have been finalized except as follows (if no exceptions, so state):  
**No exceptions**
- B. Attach each horsemen's agreement pursuant to CHRB Rule 2044.  
**TOC – Agreement will be forwarded to Board upon completion.**  
**CTT – If an agreement is reached, it will be forwarded to the board upon receipt.**

**2022 Winter/Spring  
Race Meet Agreement**

Between

Los Angeles Turf Club,  
Incorporated

and

Thoroughbred Owners  
Of California

December 15, 2021

Through

June 21, 2022



**TOC**

Thoroughbred Owners of California

*Forging the Future*

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**2022 Winter/Spring Race Meet Agreement  
Santa Anita & Thoroughbred Owners of California**

THIS Agreement is entered into by and between Los Angeles Turf Club, Incorporated (“Track”) and the Thoroughbred Owners of California, Inc. (“TOC”) and becomes effective on December 15, 2021.

RECITALS

A. Track is a duly licensed Racing Association, licensed under and pursuant to the Horse Racing Law, Article 4, Chapter 4, Division 8 of the Business and Professions Code of the State of California.

B. TOC is the duly organized owners’ association recognized by the California Horse Racing Board (“CHRB”) as having authority to negotiate and covenant with Track pursuant to Article 22, Chapter 4, Title 4, of the Administrative Code of the State of California.

C. Track and TOC, in an effort to stabilize certain phases of the business of thoroughbred racing for the purpose of avoiding controversies between them which might interfere with the orderly commencement and conduct of race meetings to the detriment of Track, TOC, its members, and racing patrons, and for the purpose of providing for an orderly and uniform method of stakes and overnight purse distribution by Track, have reached an understanding with reference to the foregoing and other matters and things hereafter specified, and desire to incorporate their understanding in writing.

AGREEMENT

With reference to the foregoing Recitals, which are incorporated herein by reference, and in exchange for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Track and TOC (each a “Party”, and collectively, the “Parties”) hereby agree as follows:

1. Race Meet. Except as otherwise provided herein, the provisions of this Agreement shall be applicable only to the thoroughbred race meetings conducted by Track under license from the CHRB for the period of December 15, 2021 through June 21, 2022 (the “Term”).

2. Purse Distribution.

a. Track and TOC acknowledge and agree that disbursements made by Track to TOC, and to individual horse owners in the form of purses, will be governed by the provisions of this Agreement and the Horse Racing Law, Article 9.5, Article 9.2 and any other provisions regarding purses in any other Articles in Chapter 4, Division 8 of the Business and Professions Code. All moneys available for purses generated from the pari-mutuel handle and other sources, including but not limited to, underpayments from prior race meets, distribution of unpaid refunds or “outs” as more fully discussed in paragraph 5(b) of this agreement and deposits by TOC and interest on the Paymaster Account, shall be held in a separate trust account pursuant to section

19597.5 of the Business and Professions Code for the sole benefit of horsemen and shall not be commingled with monies belonging to Track. In this regard, the Track and TOC shall make those funds available for purses and bonuses. Nothing contained herein is intended to change, modify or amend the settlement agreement dated January 5, 1991, with respect to interest on the Paymaster Account.

b. Payment of Purses.

i. Non-Stakes Races. For all non-stakes races, Track agrees that its Horsemen's Paymaster of Purses will make owners' purse monies available upon request seventy-two (72) hours after the race is declared official for pari-mutuel purposes, regardless of whether Track has received the results from the testing laboratory providing that such distribution is consistent with applicable rules, regulations, and laws of the CHRB. In the event that a horse tests positive and is disqualified or otherwise ineligible to receive purse money, Track shall continue to employ its current practices to attempt to recollect such amount. Track will redistribute the purse to the new winner(s) as a result of such disqualification or ineligibility. However, in the event that Track is unsuccessful in collecting such amount, Track shall not be liable for the amount of purse money distributed, and no earlier than thirty (30) days after the race in question, Track shall have the ability to deduct from the purse account the amounts distributed to the owner of the disqualified horse for the re-collection of such distributed amounts. If Track is successful in recovering the amounts distributed to the owner of the disqualified horse, such amounts shall be returned to the purse account.

ii. Stakes Races. For all stakes races, Track agrees that its Horsemen's Paymaster of Purses will make owners' purse monies available within twenty-four (24) hours after Track has received confirmation from the testing laboratory that such owner's horse did not test positive and is not otherwise ineligible to receive purse money.

3. Distribution Estimated.

a. Because the total amount available for distribution as stakes and overnight purses will not be known until the conclusion of each individual race meet which takes place during the Term, it is understood by the parties that it will not be possible to determine in advance that the funds to be distributed in stakes and overnight purses will be equal to the exact amounts provided by this Agreement and law. However, if at the close of any individual race meet during the Term, Track shall not have paid and distributed in stakes and overnight purses the exact amounts provided for by this Agreement and law then, (i) if the Track has made excess payments, (A) up to fifty percent (50%) of such excess payments made by Track may be deducted from purses during race meetings conducted at Santa Anita Park in each of the two succeeding years (the "Next Meet") and (B) after the amount as provided for in subsection (A) above has been deducted from purses from the Next Meet, Track shall also be able to deduct from the Next Meet's purses an amount equal to the amount of interest that would accrue at the annual rate of five percent (5%) of the overpayment, commencing at the conclusion of the Term, until the commencement of the Next Meet; and (ii) if the Track has made insufficient payments, then all such deficiency shall be carried over by Track to be used as purses as mutually agreed upon by TOC and Track. Any deficiency required to be distributed shall be distributed together

with interest at the rate of five percent (5%) calculated from the conclusion of the Term, not more than the thirtieth (30th) day after the Term.

b. The amount carried over for purses, if any, to the Next Meet to be run by Track shall accrue interest at the rate of five percent (5%) annually, commencing at the conclusion of the meet that generated the underpayment, to the Next Meet. Investments made under either this subsection or pursuant to 3(a)(i)(B) will be in accordance with Track's investment policy, a copy of which will be provided to TOC, at its request.

c. Representatives of Track and TOC shall consult with each other during each individual race meet of the Term for the purpose of making estimates and acting thereon so that purse monies distributed will closely approximate the amount available under Section 2 of this Agreement. Track shall provide to TOC prior to each individual race meet which takes place during the Term and on a weekly basis during such individual race meet, for TOC's information, Track's projections (and supporting documents) of estimated purses for such individual race meet. In addition, Track shall provide to TOC on a weekly basis with a calculation of the total purses generated in the previous week of live racing and the aggregate overpayment or underpayment of the purse account factoring in the previous week's results.

#### 4. Daily Mutuel Handle.

a. Track and TOC agree to continue, in good faith, the purse reconciliation process and once complete, the overpayment or underpayment, as the case may be, will inserted as Exhibit D, and that Exhibit D sets forth a reasonable projected purse generation for the upcoming meet. Notwithstanding anything to the contrary provided in Sections 8 and 9, if at any time during the Term, Track estimates that, for any reason beyond the control of the Track or TOC, the final average daily purse generated will be meaningfully less or greater than projected on Exhibit D or in the event the projections for total purses to be paid during the Term are meaningfully less or greater than projected in the Summary of estimated Purses on Exhibit D, then the overnight purse schedule set forth on Exhibit B, may be increased or reduced in proportion to the projected overages or underages; provided, however, (i) that such increase or decrease may only occur with the prior written consent from TOC, which consent shall not be unreasonably withheld, and (ii) in no event shall Track be obligated to supplement purse funds.

b. Notwithstanding anything to the contrary provided in Section 8, if it appears to Track and TOC at any time during an individual race meet which takes place during the Term that the average daily purse generated will be substantially increased above that which was initially anticipated, the excess shall be utilized to increase overnight purses, unless an increase in stakes is approved by TOC. TOC's approval for a request to increase purses for stakes shall not be unreasonably withheld.

c. Unless otherwise agreed by TOC, any increase or decrease in overnight purses during an individual race meet which takes place during the Term shall be applied across all types and conditions of overnight races in the same relative proportions; e.g., if overnight purses are decreased or increased by ten (10) percent, then the purse for each type and condition

of overnight race shall be decreased or increased by ten (10) percent, as the case may be, subject to such “rounding” as may be agreed upon by Track and TOC.

d. Given the unique circumstances facing the Southern California racing industry at present with total horses in training below 2700, in order to attempt to prevent either the accrual during the Meet of a multi-million overpayment or a mid-Meet purse reduction, Track will consult with the TOC on a weekly basis regarding the amount of purse money paid out and the amount of purse money generated during the meet to-date to in the context of establishing future weeks’ racing calendars and purse structure.

e. Track shall instruct CHRIMS to give TOC’s designated representative, Joe Hasson, continuous access to Track’s information that it has historically received. Additionally, Track shall provide TOC with a weekly purse report including calculation of purse revenues generated in such week and purses paid by race day and individual race. Track and TOC shall review the amount of purses generated and the amount of purses paid at the end of each individual meet which occurs during the Term with the understanding that any errors discovered that result in either an overpayment or underpayment will be addressed by the parties in the establishment of purse levels for the next meet at Santa Anita Park as mutually agreed upon by TOC and Track.

#### 5. Gross Racing Distributions.

a. Whenever the term “Gross Racing Distribution” is used herein, it shall mean and refer to those portions of the funds handled in Track’s pari-mutuel pools which Track is required to distribute as purses pursuant to the provisions of this Agreement and the current provisions of the California Business and Professions Code, including but not limited to, §§19491(b), 19491.5, 19491.6, 19596, 19596.5, 19596.6, 19598, 19601, 19602, 19611(d), 19611.5, 19613 and 19616 reduced by the amount of overpayment of purses, if any.

b. The Gross Racing Distribution shall include unclaimed refunds (“outs”), if any, from Track’s previous year’s meet as provided in Section 19601(d) of the California Business and Professions Code and shall also include repayments to the purse account from the previous year of all amounts due under 19604(f) of the California Business and Professions Code.

c. Gross Racing Distribution does not include amounts paid as owners’ premiums, breeders’ awards, stallion awards, or California-bred incentive awards pursuant to the provisions of the Business and Professions Code §§19616 and 19617 actually received by Track, but does include decreases as provided in §19613.5 to compensate Track for actual losses sustained in pari-mutuel minus pools.

#### 6. TOC and CTT Distributions.

a. Track shall pay to TOC and California Thoroughbred Trainers, Inc. (“CTT”) during the Term the sums required by Section 19613(b) of the California Business & Professions Code. Specifically, Track shall pay one percent (1%) of the amount available to

thoroughbred horses for purses to TOC and a total of one and one-half percent (1-1/2%) to CTT and the Horsemen's Pension Fund as required by law. The amounts payable to TOC and CTT pursuant to this provision shall be referred to collectively, as "TOC and CTT Distributions."

b. The sums payable under this Section shall be paid on Wednesday of each week during the Term; the final payments shall be made on or before 10 calendar days following the close of each of the individual race meets which takes place during the Term. All such payments shall be based upon actual receipts by Track of amounts payable as purses. In the event any payment is not made within 10 days from its due date, interest shall accrue from the initial due date at the rate of five percent (5%) per annum until such payment is made.

7. Net Racing Distributions.

a. Whenever the term "Net Racing Distribution" is used herein, it shall mean and refer to the balance of funds constituting Gross Racing Distribution less:

i. TOC and CTT Distributions paid pursuant to Section 19613(b) of the California Business and Professions Code; and

ii. Funds authorized by TOC to be paid to NTRA in accordance with Section 19613.05(a) of the California Business and Professions Code, if applicable.

For purposes of clarity, the projected calculation purse earnings for the Meet ("Summary of Estimated Purses") are attached at Exhibit D.

b. Intentionally Omitted.

8. Racing Programs.

a. Stakes Programs.

i. General.

A. From the total purse distribution available for each individual race meet which occurs during the Term, not more than the amount indicated on Exhibit A (Stakes Schedule) shall be paid as stakes, unless otherwise agreed upon by Track and TOC, which consent shall not be unreasonably withheld.

B. When a division of a stakes event is deemed appropriate by Track, it is agreed that Track will not increase the purse by more than fifty percent (50%) of the purse originally scheduled. Additional purse money paid as the result of splitting a stakes race shall be considered stakes money and shall not be considered overnight moneys. Should Track desire to increase the purse by more than fifty percent (50%) of the purse originally scheduled, Track shall obtain the prior approval of TOC for such a purse increase, which such approval shall not be unreasonably withheld. Track shall not split a stakes race without first obtaining the approval of TOC, which approval shall not be unreasonably withheld.

C. Unless expressly agreed otherwise by TOC, Track shall ensure that all stakes races offered, whether offered as a scheduled or overnight stakes event, meet the minimum requirements set by the International Cataloging Standards Committee (“ICSC”) for participating horses to earn “black type,” based on their finish position, qualifying performance, or other criteria set by the ICSC.

D. Track shall not cancel any stakes race, unless otherwise provided for in the Agreement, without first obtaining the prior written approval of TOC, which approval shall not be unreasonably withheld; provided, however, that Track shall have the right, without TOC’s approval, to cancel any stakes race which received less than five (5) entries.

ii. Guaranteed Stakes.

A. All races with purses of \$100,000 or more, excluding invitationals, shall be guaranteed. All overnight stakes with purses of less than \$100,000 shall be run as added money events.

B. If the amount of horsemen’s money available for purses for guaranteed races, together with all fees contributed by owners, including, but not limited to, nomination, sustaining, starting, entry, and supplemental fees bring the total amount over the amount of purses scheduled for guaranteed races, then and in that event the excess shall be used for overnight purses.

C. If all fees contributed by owners for all guaranteed stakes races including but not limited to nomination fees, entry fees, starting fees, and supplemental fees, result in the total purse monies being less than the guaranteed amount for all guaranteed stakes races, the deficit will be made up from overnight purse money.

D. The Schedule of Fees, including but not limited to nomination fees, sustaining fees, entry fees, starting fees, and supplemental fees previously announced for the above-referenced stakes races, shall not be reduced during the course of an individual race meet which takes place during the Term. Each guaranteed stakes race to be run during the Term shall require total fees of at least one percent (1%) for each starter (“Stakes Fees”). Starters entered in Breeders Cup supplemented stakes races that are not eligible for the Breeders Cup purse supplement shall pay fees in a percentage equal to that paid by Breeders Cup eligible starters only on that portion of the purse for which they are actually competing.

E. For all stakes races offering a purse of \$100,000.00 or more, horses competing in such races shall be placed under surveillance for a period of not less than 6 (six) hours in advance of the scheduled start of the race. For the purposes of this provision, surveillance shall consist of, but is not limited to: D) licensed security personnel, with such number of personnel to be determined on a race-by-race basis, that observe the horses and who are equipped with a video camera, communications device, and a notepad, and who must request to see and who shall note the time, license number, and type of license for every person who enters the stall with the competing horse or otherwise comes in contact with or close

proximity to said horse, as permitted by the CHRB, Track, trainer, or owner and II) at least one personnel in the video surveillance room who will monitor each horse (each horse shall have its own video feed and a dedicated portion of the screen that covers only that horse). Track and TOC agree that this policy may be revisited and modified at any time during the Term, provided Track and TOC mutually agree.

b. Overnight Program.

i. Track is encouraged to, and may from time to time, present overnight-type stakes races to replace what would otherwise have been featured high-purse allowance races. Each such race offered shall be subject to obtaining the prior consent of TOC, which consent shall not be unreasonably withheld, and, unless otherwise expressly approved by TOC, purse moneys offered and paid shall not deviate from that authorized pursuant to the approved purse schedule, but will not be deemed a part of the total stakes purses. The owner of each horse entered in such races shall be required to pay a reasonable nomination, entry, and/or starting fee.

ii. Without prior consultation and written approval of TOC, Track shall not schedule nor use any purse moneys for the purpose of conducting an “exhibition” or “match” type races, or any type of racing other than thoroughbred racing as provided for herein during any individual race meet which occurs during the Term. Notwithstanding the foregoing, Track may conduct six (6) Arabian races during the Term so long as: A) no Thoroughbred purse money is used in such races, B) such races will not replace a Thoroughbred race otherwise scheduled to be run, and C) all purse generation during the Term from the Arabian races will accrue to the TOC.

iii. Purses paid for overnight races during each individual race meet which occurs during the Term shall be in accordance with the schedule attached hereto as Exhibit B. Track agrees not to change the purses provided in Exhibit B without first obtaining the written consent of TOC, which consent shall not be unreasonably withheld.

iv. During the Term, Track and TOC agree that the terms and conditions attached to overnight races and purses shall be as follows:

A. The minimum claiming price, other than maidens, will be \$10,000;

B. The minimum purse, for all races other than maiden races shall be the rate as set forth on Exhibit B;

C. The minimum claiming price for maidens will be \$20,000;

D. The minimum purse for maiden races shall be the rate as set forth on Exhibit B;

E. Purses for straight maiden races shall be the rate as set forth on Exhibit B;

F. Purses paid for three-year-old horses shall be equal to purses paid for races for older horses for the same type of race;

G. Purses for “Cal-Bred” races shall be equivalent to purses paid in “open” races for substantially the same class and conditions, excluding any CTBA purse supplements;

H. Minimum qualifying level for purposes of the Cal-bred Race Fund Incentives shall be \$40,000 Claiming;

I. Excluding those offered on any “Supercharged Race Days,” overnight purses per race shall not exceed the amount as set forth on Exhibit B (Track must receive the approval of the TOC to increase purses on Supercharged Races Days, which consent shall not be unreasonably withheld); Overnight stakes purses shall have the minimum as set forth on Exhibit B and meet the requirements for international cataloging standards for North American Black Type Designation;

J. Winning Purse Distributions.

I. Purses for all races with a purse greater than \$30,000 run during each individual race meet which takes place during the Term shall be divided and paid to the owner(s) of the horses finishing first through fifth as follows:

- (1) Sixty percent (60%) for first;
- (2) Twenty (20%) for second;
- (3) Twelve (12%) for third;
- (4) Six (6%) for fourth; and,
- (5) Two (2%) for fifth.

II. Purses for all races with a purse less than or equal to \$30,000 run during each individual race meet which takes place during the Term shall be divided and paid to the owner(s) of the horses finishing first through fifth as follows:

- (1) Fifty-Five percent (55%) for first;
- (2) Twenty (20%) for second;
- (3) Twelve (12%) for third;

(4) Eight (8%) for fourth; and

(5) Five (5%) for fifth.

K. A “Participation Purse” in the amount of \$500, or such other amount which is mutually agreed upon by Track and TOC, funded from the purse account, shall be paid to all starters effectively finishing 6th or worse in any race, and to fifth place finishers if their share of the purse is less than the Participation Purse, wherein said fifth place finisher will receive an aggregated maximum of the Participation Purse. For purposes of the payment of such participation purses, a “starter” means any horse that which leaves the gate at the official start of a race, and is considered a legal starter by the Stewards. Horses racing in a Breeders’ Cup race are excluded from the Participation Purse.

L. Track shall be permitted to schedule the types and conditions of races (e.g. 5f on the turf for 3 and up, N1X) in its sole discretion; however, the purses for the condition (e.g. N1X) of such race shall not differ from the overnight purse schedule attached as Exhibit B without first obtaining the written approval of TOC, which will not be unreasonably withheld.

M. Track agrees that entries will be taken not less than three (3) calendar days prior to the day on which such entered horses are scheduled to run unless the TOC consents otherwise, which consent shall not be unreasonably withheld.

N. Trainers will be permitted to enter up to three (3) horses in any maiden special race, however, not to the exclusion of another unassociated horse, and, further, provided there are at least eight (8) separate wagering interests in the race;

O. Track agrees to use the “date” system for purposes of determining which horses have priority when entering races, unless the Racing Secretary and TOC mutually agree otherwise.

c. Purses Generated from Interest on Paymaster of Purses Account.

i. TOC and Track agree to meet at least 30 days prior to the commencement of each individual race meet which occurs during the Term to discuss the amount of projected interest earned on the Paymaster of Purses Account and to discuss further how the TOC’s share of such interest should be utilized, i.e., the amount of purses and for what kind of race.

ii. Track will provide to TOC at no cost to TOC, within thirty (30) days following each individual race meet which occurs during the Term, a complete written account of all Paymaster earnings during each individual race meet that takes place during the Term and the amount of Special Purses actually paid.

iii. The interest earned on the Paymaster of Purses Account which was not used for Special Purses during any individual race meet during the Term shall be held by

TOC in an interest-bearing account until Track's Next Meet and then used for purses during the Track's Next Meet.

d. California-Bred Incentive Program and Allowance Purse Increase.

i. Unless subsequently and otherwise agreed to in writing by the Parties, an amount equal to thirty percent (30%) of the purse paid for finishing first through fifth, inclusive, in any open race, excluding purses for stakes races, starter allowance races, and claiming races, but including overnight stakes races, allowance races, and non-claiming maiden races shall be paid by Track from purse funds as an owner premium to the owner of a registered California-bred Thoroughbred horse which finishes first through fifth. An optional claiming race shall be considered to be an allowance race with respect to horses not entered for a claiming price. However, a Cal-Bred horse entered for a claiming price in an allowance race is entitled to the bonus provided for herein for finishing first through fifth. A Cal-Bred who has won its first condition in a race restricted to Cal-Breds is still eligible for its first condition in an open race, and is entitled to the owner premium mentioned above. Once a horse has won the first two condition allowance races (Cal-Bred and open), then the Cal-Bred win will be disregarded in future races for eligibility purposes only. The owner premium provided for herein shall be reduced by the amount of the owner premium paid to owners of California-bred Thoroughbred horses finishing first as provided in Section 19614.4(a) and (b) of the California Horse Racing Law.

ii. In the event overnight purses are increased in accordance with Section 4 of this Agreement, retroactive increases in the Cal-Bred incentive and allowance purse increase programs described in this Section will be made unless otherwise specifically agreed to by Track and TOC.

e. Other Conditions. During the Term, Track and TOC agree that the following terms and conditions shall apply:

i. Track may schedule six (6) Arabian races during the Term so long as Track complies with the conditions for such Arabian races as set forth in subsection (b)(ii) above. Otherwise, Track will not schedule equine racing other than only thoroughbred racing during the Term;

ii. Track agrees to wash or otherwise clean the racing colors or "silks" of owners with horses competing during the Term. Such cleaning shall occur on the day on which the silks are utilized or on the day immediately following their utilization. Such cleaning services will be provided at Track's expense without right of reimbursement from TOC, the individual owners, and/or their trainers;

iii. The workout criteria that will be in effect during the Term are those criteria as listed in the first Condition Book, a copy of which is attached as Exhibit C.

iv. No owner, trainer, or veterinarian may have possession of any shockwave therapy or equivalent device while within Track's enclosure during the Term, except

as expressly authorized by Track. Any owner, trainer, or veterinarian found to be in possession of such device(s) during the Term may be excluded from the enclosure for a period of not less than 10 days, at the sole discretion of Track. The identity of any owner, trainer, or veterinarian authorized or found to be in possession of such device(s) shall be disclosed to an appropriate representative of the CHRB, TOC, and CTT within 48 hours of the device's authorization or discovery.

v. Intentionally Omitted.

vi. Track agrees to use an also eligible list containing up to four (4) horses, however, in no event will the number of horses drawn for a race including also eligibles exceed eighteen (18). Horses may remain on "Also Eligible List" after scratch time, but will be removed by Stewards at a time agreed upon by both Track and Stewards.

vii. A horse that won its first condition in a race conducted at Golden Gate Fields (and has subsequently not won any other condition) is still eligible for its first condition in an allowance race at Track. Once a horse has won the first two condition allowance races (race at Golden Gate Fields and race at Track), then the Golden Gate Fields win will be disregarded in future races for eligibility purposes only. An optional claiming race shall be considered to be an allowance race with respect to horses not entered for a claiming price.

viii. The Parties agree that, with regard to the taking of entries, entries submitted by a Jockey's Agent who has been delegated such responsibility by a licensed trainer pursuant to CHRB Rule 1582 are permitted up to 9:00 a.m. on the day of entry, and thereafter shall only be made by the horse's owner, his/her authorized agent, or the trainer.

ix. In the event a race offered in the "Condition Book," including but not limited to a "Substitute" or other alternative race, and an "Extra" race published elsewhere receive the same number of entries, the race published in the Condition Book shall be considered the preferred race, and will be utilized before any Extra Race to make the card go. Should a drawn race or races be cancelled due to an act of God or otherwise, Track shall make every effort to offer said races to horsemen as Extra Race(s) as soon as possible. Further, said race(s) will have preference over Substitute or other alternative race(s), and Extra races published elsewhere receiving the same number of entries, Track shall make every effort to inform horsemen of such preference when races are published. Further, should Track elect to use an Extra over a filled Substitute race, it shall immediately notify TOC and explain the rationale for the decision.

x. If and when allowed by government regulations, Track shall provide two free clubhouse admissions to owners with a current valid CHRB license validated by the Racing Department of any Racing Association in California.

xi. If and when allowed by government regulations: Track agrees to provide to the owner or owners of a horse competing in a race, on the day of the race, at a minimum, free clubhouse seating for a maximum of eight (8) persons per horse competing. The owner or owners of a horse competing in a stakes race, other than a Graded Stakes, shall be the guest of the racetrack in the clubhouse, and will be provided complimentary meals, excluding bar

service. On that date, the complimentary dining will be provided for a maximum of four (4) individuals per horse competing. Unless otherwise approved in advance by TOC, with regard to the running of a Graded Stakes, the owner or owners of a horse competing in that race shall be the guest of the racetrack in the clubhouse, and will be provided complimentary meals and beverages, up to a maximum of four (4) individuals per horse competing;

xii. Further, Track agrees to provide to the owner of a horse that starts in a Grade I or Grade II Stakes Race during the Term a custom "Saddle Towel." The saddle towel will be same saddle towel used in the Grade I or Grade II Stakes Race and will be embroidered with the horse's name and any other applicable logos etc., specific to the individual race. Said saddle towels will be provided at Track's expense without right of reimbursement from TOC, the individual owners, and/or their trainers. A "starter" means any horse that leaves the gate at the official start of a race, and is considered a legal starter by the Stewards.

xiii. During the Term, within 48 hours of receipt of a written request from TOC, Track agrees to provide to TOC, in written and/or electronic form, such Incompass services data as is reasonably necessary to respond to TOC's request.

xiv. Track agrees that should it decide to cancel a race or day of racing after entries have been drawn for that race or race day, it will reimburse the owners of all such horses affected the actual cost of any reasonable veterinary fees and/or any reasonable transportation costs incurred as a result of being entered to run in any race cancelled by Track. Said reimbursement is intended to apply to situations in which the Track has unilaterally decided to cancel a race or race day due to its own negligence or that of its agent[s], or voluntarily for reasons of its own choosing, but shall not apply to cancellations caused by acts of God or as otherwise specified herein below in Section 16, or as a result of the intervening unforeseen acts of independent third-parties, or with the written consent of TOC. Track and TOC agree to meet for the purpose of fairly determining the reason or reasons for the cancellation of a race or races that have been drawn.

xv. TOC understands and agrees that the Track has adopted a No-Slaughter Policy ("Policy"), which shall be in effect during the Term. TOC shall make a reasonable effort to inform its members of the policy and to encourage each to honor that Policy. Specifically, TOC will notify it's members that the Policy imposes on any owner and trainer stabled at a Track owned facility or competing in a race run at a Track owned facility, who directly or indirectly participates in the transport of a horse from a Track owned facility to either a slaughterhouse or an auction house engaged in selling horses for slaughter, shall be prohibited from any allotment or use of a stall or stalls at Track, or other off-track stabling facility over which Track exercises any control or indirectly funds. The Policy is also intended to apply to any actions related to the transport of a horse from a Track owned facility where the ultimate intended result is the horse's slaughter.

## 9. Uniformity and Consistency.

a. Track and TOC agree to endeavor to establish consistency and uniformity for overnight purse schedules. The first Condition Book for each individual race meet which

takes place during the Term shall represent the standard or “norm” for such individual race meet. Track shall not increase or decrease overnight purses which are written for the same quality of horses and substantially the same conditions as those provided for in the standard or “norm” Condition Book; provided, however, that Track may make alterations in purse schedules as provided herein in the event of calamitous or substantial unforeseen economic circumstances or acts of God, which cause a substantial or radical effect on the amount of purses generated during any individual race meet which occurs during the Term. Any such changes, however, can be made only after first obtaining the prior written consent of TOC, which shall not be unreasonably withheld.

b. Track agrees that, in preparing its Condition Book, only one distance shall be prescribed for each race. If, however, the race is subsequently taken at an alternate distance, then, and in that event, the distance prescribed in the Condition Book shall have preference if the race fills at the prescribed distance even if more entries are taken for the alternate distance than for the distance prescribed in the Condition Book.

c. Track agrees that its Racing Secretary will inform the TOC, with at least forty-eight (48) hours’ notice, of when it will hold its final proof meeting to discuss the Condition Book prior to the Condition Book being sent to the printer so that the TOC can discuss in good faith any comments, questions, or proposed changes the TOC may have regarding the proposed Condition Book and so that any such agreed upon changes can be made before the Condition Book is finalized and sent to the printer.

d. Track further agrees to meet with TOC within five (5) calendar days after the issuance of each Condition Book to discuss and review suggestions for the next Condition Book.

e. Track agrees to use its commercially reasonable efforts to make its first Condition Book for each individual race meet during the Term available to horsemen at least 10 days prior to opening day.

f. Track will make the Condition Books available to horsemen at least five (5) calendar days prior to the first race provided for in the Condition Book.

g. Track agrees that each Condition Book will provide for at least two weeks of racing, except for the last Condition Book. Track agrees that each Condition Book will include an index of races contained in said Condition Book.

h. Track agrees that, in the event Track enters into an agreement to conduct a promotion that affects takeout or a rebate/bonus to the public, Track will first consult with TOC and provide the details regarding said promotion. In the event that any such promotion that affects takeout or a rebate/bonus to the public has an effect on the amount of purses TOC receives, Track shall, solely to the extent of the impact on purses, obtain the TOC’s prior written consent to offer such promotion that affects takeout or a rebate/bonus to the public.

10. Changes to Race and Eligibility Requirements. Except as expressly authorized herein, absent prior agreement with TOC, Track shall not, during any individual race meet which takes place during the Term, implement or put in place any change to the overnight purse structures, minimum purse awards, minimum claiming levels, or eligibility requirement, as set forth in the first Condition Book for each individual race meet which occurs during the Term, nor shall Track change or modify the conditions of the meeting set forth in Track's stall application form or contained within the first Condition Book.

11. Number of Horses in a Race.

a. When six (6) horses are entered in an allowance or overnight stakes race with six (6) separate wagering interests, and provided such horses are stabled on the grounds of either Santa Anita, or another CHRB approved auxiliary stabling facilities located in Southern California, such race shall be considered filled and shall run. It is further agreed by the Parties that the Racing Secretary has discretion to use overnight stakes, allowance, and/or high priced claiming races with five (5) separate wagering interests in order to maintain a balanced racing program, but is to notify TOC as soon as practical when doing so. For all other overnight races when seven (7) horses are entered with at least seven (7) separate wagering interests, and provided such horses are stabled on the grounds of either Santa Anita, or another CHRB-approved auxiliary stabling facilities located in Southern California, such race shall be considered filled and shall run.

b. If not run as originally scheduled, Track will use its commercially reasonable efforts to reschedule the race in question or a similar race as an "extra" race within the next three racing days. Track will notify TOC of cancellation of such races, listing the names of the horses that did enter.

12. Maiden and Cal-bred Races.

a. Provided that sufficient horses within the following classifications are available upon the grounds or on other grounds which furnish horses for racing at each individual race meet which takes place during the Term, and are ready to participate in such scheduled races, Track will run an average of not less than 2.5 maiden races per day during such race meet, and will, in addition, use reasonable efforts to increase the average to 2.6 maiden races per day.

b. It is also understood and agreed that Track will use its commercially reasonable efforts to provide an average of one (1) race each racing day for Cal-Breds, as provided for and in accordance with Rule 1813 of the CHRB Rules and Regulations. In the event a Cal-Bred race does not fill and is opened up for horses other than Cal-Bred horses, then and in that event, the Cal-Bred horses shall be preferred.

c. A Cal-Bred race shall not be opened up in the event there is a minimum of six (6) betting interests entered by 9:00 a.m. as Cal-Bred horses provided that such horses are stabled on the grounds of Santa Anita, or another CHRB-approved auxiliary facilities located in Southern California.

d. The provisions of Section 11 relating to listing the names of the horses that did enter shall also apply.

13. Stall Assignments.

a. Track shall, during each individual race meet which occurs during the Term, provide a minimum of 1,900 stalls in good condition for stabling. In the allocation and assignment of stall space for thoroughbreds, so long as owner is duly licensed, Track will not discriminate in any way against any owner by reason of membership of any owner in TOC, or by way of any arbitrary or capricious conduct by Track. If any owner asserts that the Stall Committee of Track shall have so discriminated on such ground or grounds, then the owner claiming to be so aggrieved shall submit his claim to TOC, for examination, and if TOC shall then believe the claim to have merit, TOC shall be entitled to present the merits of the grievance on behalf of such owner to Track.

b. Track agrees to use its commercially reasonable efforts to provide stalls to horses that are in condition to train and run at each individual race meet which occurs during the Term. Stalls will be allocated and made available, without charge, to those thoroughbred horses for which stalls have been approved by Track's Racing Secretary. Stalls shall be assigned only to thoroughbred trainers engaged in the care and training of thoroughbreds which Track has approved and to which Track has allocated stalls to prepare for racing. Track's obligations to furnish and allocate stalls shall be subject to Track's right to withdraw stalls allocated to horses not currently approved for racing or preparation for racing, or not actually training for racing, and to Track's needs for access to such stalls for repairs, maintenance, and construction.

c. It is the intention of Track that stall allocations shall be made primarily on the basis of the quality and condition of the horses for which stall space is requested, upon the availability of stall space, taking into consideration the character of each individual race meet which takes place during the Term and the horses and trainers suitable for the holding of such race meet. Notwithstanding the foregoing, recognizing the significant and ongoing expense increases of the current stabling and vanning system in California and the unsustainable deficits such system has created, the Parties agree to develop a sustainable economic model that prevents the use of auxiliary stabling for horses who do not participate regularly at California tracks in such manner as a reasonable person would expect for a horse receiving full stabling and vanning cost subsidies. In furtherance of the foregoing, Track agrees to meet monthly with TOC to share and review workout and start data on all horses stabled at Track and at approved auxiliary stabling sites when Track is conducting its live racing meets and to discuss the appropriate policies to implement for trainers of horses who do not start their horses on average a reasonable number of times per year in California factoring the cost to Track and TOC of providing such stabling. Track and TOC have agreed to reduce the number of days of training available at approved auxiliary facilities from seven (7) days to six (6) days.

d. At the start of its live race meet, Track shall not allocate more than forty (40) stalls to any one trainer in the aggregate at Track and at approved auxiliary stabling sites when Track is conducting its live racing meets. Following allocation of stalls which shall not

exceed forty (40) to any one trainer, should Track determine that the number of available stalls exceeds the number of qualified and eligible horses which have been allocated stalls, then and in that event, Track may allocate, on an equitable basis, up to fifty (50) stalls to any one trainer, upon written notice to TOC. The intent of this provision is to insure fair and reasonable consideration of all applications by Track, so that no one trainer may be awarded in excess of forty (40) stalls until such time as all applications for stalls for eligible and qualified horses have been reviewed, considered, and stalls have been reasonably provided to those horses which have been determined to meet Track's eligibility and qualification requirements.

e. Track agrees that its stalls will be ready, available, and allocated, and the main track and training track will, with respect to each individual race meet during the Term, be open, available, and in condition for training prior to each individual race meet during the Term at no charge to horsemen in accordance with the 2022 Southern California Stabling and Vanning Agreement which was entered into by and between TOC and Track, among other parties ("Stabling Agreement").

f. Track agrees that the main track and training track will be open, available and in condition for training at no charge to horsemen following the conclusion of each individual race meet during the Term in accordance with the Stabling Agreement.

g. Track agrees that it will keep the main track and training track in a safe condition during each individual race meet during the Term and while the main track and training track are open for training preceding and following such race meet.

14. Holding (Transit) Barn. Track agrees that it will regularly clean and maintain the Holding (Transit) barn used for horses shipping in to run during the Term.

15. First Post Time. All Post times for each individual meet which occurs during the Term must be submitted for approval of the CHRB in Track's initial application for license. Any changes requested in Post time following the opening of any individual meet which occurs during the Term must be submitted concurrently to CHRB and TOC.

16. Interrupted Racing Schedules: Force Majeure. If Track for any reason beyond its control, such as, but not limited to: an act of God; war; labor difficulties; strikes; order of any governmental authority directing cessation of racing; failure of Track to obtain the necessary racing license from the CHRB, failure of TOC to comply with TOC's obligations hereunder; and/or destruction of the racing plant of Track by fire or other casualty shall be prevented from conducting one (1) or more days of scheduled thoroughbred racing, then sums otherwise payable by Track hereunder shall be proportionately reduced for each day that Track is prevented from operating.

17. Stabling at and Vanning from Auxiliary Stabling Facilities.

a. Track shall, at least sixty (60) days prior to the opening of each individual race meet during the Term, notify the CHRB and TOC of the CHRB-approved auxiliary stabling facilities that will be acceptable to Track as auxiliary stabling facilities so long as such can be

accomplished without compensation of any nature whatsoever, direct or indirect, by Track to such facilities other than such compensation as provided in the California Horse Racing Law so long as each facility is recognized as an approved year-round training facility by the CHRB.

b. Track agrees it will provide auxiliary stall applications for horses to be stabled at auxiliary stabling facilities well in advance of the opening of each individual race meet which takes place during the Term.

c. TOC and Track agree to use their commercially reasonable efforts to cause eligible horsemen to be reimbursed promptly for vanning as provided in §§19535(b) and 19605.7(d) of the Business and Professions Code. TOC and Track further agree to support the use of the structured vanning system as outlined in the current agreement between Southern California Stabling & Vanning Committee and K.C. Horse Transport, Inc.

d. Track agrees to provide to TOC a monthly written report on the occupancy and/or availability of stalls both at Track and at auxiliary facilities for which Track is required to pay compensation pursuant to the California Horse Racing Law.

18. Accessibility to Track. Track agrees that at least one (1) gate will remain open twenty-four (24) hours daily permitting access to the backstretch for all licensed personnel. Track further agrees to permit all licensed personnel to use the designated parking area adjacent to said gate for purposes of parking personal vehicles, free of charge.

19. Anti-Monopoly Provision.

a. Track acknowledges TOC's interest in assuring that horsemen will, during the Term, have the opportunity to procure and receive supplies, services, utilities, transportation, and other facilities required by the horsemen at a competitive cost or price usually available in a free enterprise marketplace. Accordingly, unless Track and TOC agree to produce a co-op to reduce the cost of horsemen supplies, Track agrees not to limit this free enterprise system of competitive service and supply to the horsemen by means of Track entering into any agreement or otherwise seeking to establish or impose upon the horsemen a monopoly of restrictive servicemen or suppliers who would have exclusive access to the horsemen's needs or requirements. Horsemen independently arranging for such supplies, services, utilities, transportation, hot walkers, and other facilities must strictly comply with liability protections, insurance, and safety standards required by Track of all third-party vendors.

b. TOC acknowledges that Track must provide, maintain, and control reasonable access to and from Track property; security for persons and property; traffic regulation; and numerous other activities related to the racing industry. According, TOC agrees that Track may, for a reasonable and proper cause, restrict or prohibit any serviceman, supplier, or vendor from having access to the grounds and the horsemen. Track agrees to provide TOC written notice at least 24 hours before a particular serviceman, supplier, or vendor will be denied further access or privileges to Track grounds or property unless circumstances arise which make it not feasible for Track to provide such notice to TOC.

20. Credentials and Horsemen's Services.

a. Track agrees to provide owner stickers or other appropriate credentials to all licensed personnel either employed on or with horses stabled on the grounds, at an authorized auxiliary stabling facility, or whose horse has competed or is scheduled to compete at any individual race meet during the Term.

b. Track further agrees to issue to all TOC Board members and its President, and authorized TOC personnel, North and South, VIP or "officials" credentials for each individual race meet during the Term, including but not limited to, an "official's" pin and clubhouse, or equivalent guest pass.

21. Training Facilities.

a. At all times during the Term when Track is scheduled to be open for training, Track will cause the main track to be open at 4:45 A.M. and to remain open until 10:00 A.M. every day of the week, unless otherwise agreed upon following consultation between Track and TOC.

b. It is the intent of Track and TOC that the main track and training track will be maintained by Track in a good and safe condition (except in the event of a water shortage or other unforeseen conditions of which Track has notified TOC) and be available for training seven (7) days a week on each day horses are stabled at Track, unless otherwise agreed to by the parties.

c. Track agrees, on each day horses are stabled at Track to have available during all training hours a fully manned, licensed, and operable ambulance for injured horses. Track agrees to maintain and keep clean the ambulance throughout the duration of the Term. On all days horses are stabled at Track, Track shall maintain a fully manned, licensed, and operable ambulance on the premises during training and racing hours for persons injured on the main track, grass course, or training track, or the entrance area to or from the main track, grass course, or training track, in each case including a driver and at all times in compliance with any rule, regulation, or directive of the CHRB with regards to ambulance service, staffing, and/or emergency medical protocol. Track agrees that in the case said ambulance is unavailable for any period of time during training hours, Track, TOC, and CTT shall confer and decide on an appropriate length of time, if any, to extend training hours.

d. Track agrees, while horses are stabled at Track during the Term, to have a manned, operating starting gate for training on the main track at least six days a week.

22. Owners' Proprietary Rights.

a. Track agrees that it will not utilize the name, image, or likeness of a particular horse for a promotional or commercial purpose, other than the promotion of live racing, simulcasting, and wagering on the outcome thereof, e.g., the sale of merchandise bearing the name or likeness of a horse, absent the consent of the individual owner or owners of said

horse. Track agrees it will reasonably compensate said owner or owners for the use of such name, image, or likeness.

b. Track acknowledges that, in the context of simulcasting, televising, and the rebroadcasting of races, the proprietary rights created by the collective image of the race belong to all owners participating in a given race meeting subject to applicable law. By virtue of the CHRB's recognition of TOC as the official owners organization, its Rules and Regulations of Racing, and applicable provisions of California and Federal law, Track agrees to negotiate exclusively with TOC as to the consensual use of the collective image of the race for purposes of simulcasting, televising, and the rebroadcasting of races to the extent required by applicable law. Track shall not enter into or seek to enforce any exclusive agreement or contract to simulcast, televise, broadcast, or re-broadcast thoroughbred races conducted at Track without TOC's advanced written consent, including without limitation any extension, amendment, or other modification to the existing agreement that has been entered into by Track or its affiliated or parent companies that is set to expire in 2021.

c. TOC, on behalf of all owners participating during the Term, consents to Track's use of the collective image for purposes of promoting, simulcasting, televising, and/or the rebroadcasting of races occurring during the Term. TOC consents to Track's use of said image without compensation other than that provided by the appropriate provisions of the California Horse Racing Law, the Rules and Regulations of Racing, and/or the Federal Interstate Horseracing Act, excepting races sold by Track to network television, cable television, satellite television, closed circuit, computer or interactive wagering, or other commercial enterprises or uses currently developed or to be developed for which Track receives compensation, other than that provided by State and/or Federal legislation, including but not limited to, promotional, licensing, or usage fees paid by sponsors. Track agrees to obtain TOC's prior consent to such sales or usages and to negotiate a reasonable contribution to overnight purses from the revenues derived by said sale or use. In the event the Parties are unable to amicably resolve either the issue of consent or to conclude negotiations with respect to a reasonable contribution, either or both of those issues shall be submitted to binding arbitration.

d. TOC, on behalf of all owners participating during the Term, further agrees that the nomination of or entry of a horse into a race shall be deemed to be authorization for Track to use the name, image, or likeness of individual horses for promotion of attendance at and wagering on such races, whether live or at simulcasting locations.

e. The parties acknowledge that the proponents of the California Sports Wagering Regulation and Unlawful Gambling Enforcement Act (the "Sports Initiative") have secured sufficient signatures for this proposition to be a statewide ballot initiative on the November 2022 ballot in the form set forth on Schedule 1 and that the Sports Initiative would provide Track the ability to conduct sports wagering year round at Track on condition Track continued to conduct live Thoroughbred racing. The TOC contends that all net revenues resulted from such sports wagering activity should properly be treated in the same manner as parimutuel wagering (e.g., 50-50 split between Track and TOC purse account) given the express requirement for Track to continue to conduct live racing as an ongoing condition for the right to accept sports wagers under the Sports Initiative. TOC is hereby giving notice to Track pursuant

to this section 22(e) that it does not intend to enter into future horsemen's agreement with Track beyond this 2022 Winter/Spring Agreement that do not satisfactorily address the TOC's request for equal sharing of net revenues from wagering to be conducted by Track pursuant to the Sports Initiative. Track has not agreed to share net revenues from sports wagering by Track with the TOC pure account but acknowledges TOC's position on the issue.

23. Race Sponsorships.

a. Track shall retain all compensation, of any nature or kind received, for any sponsorship which it sells.

b. If the TOC would like to sell a race sponsorship and has a prospective race sponsor, the TOC shall meet with Track to outline the terms of the prospective sponsorship, and TOC and Track shall use good faith efforts to come to a mutually agreeable arrangement for the sale of the sponsorship and the allocation of the proceeds.

24. Intrastate Simulcasting. Purse money and commissions generated from Intrastate Simulcasting shall be divided in accordance with the applicable provisions of the California Business and Professions Code.

25. Interstate Simulcasting (Export).

a. TOC's consent to interstate simulcasting is required in accordance with the Federal Interstate Racing Act of 1978. Prior to each individual race meet during the Term, Track will request the consent of TOC to simulcast its races to interstate brick and mortar locations and interstate advanced deposit wagering providers (collectively "Simulcast Locations"). Additionally, after the start of an individual race meet, Track may request TOC's consent for additional Simulcast Locations to accept the simulcast of its races. TOC consents to the simulcast of the races in accordance with the terms and conditions of TOC's consent letters, which letter TOC shall, using reasonable efforts, issue within seventy-two (72) hours (excluding Saturdays and Sundays) after receipt of such request. Said consent letters may provide for cancellation of consent by TOC at any time with at least three days prior written notice to Track for specified reasons. If Track objects to such cancellation the matter may be submitted by Track to the CHRB for hearing as provided in Section 33(d).

b. Track and TOC acknowledge that Track enters into End User Agreements with interstate simulcast locations. Such End User Agreements provide, in part, that decoder fees shall be paid to Track by the interstate simulcast locations. TOC believes that owners are entitled to share fifty percent (50%) of all net decoder revenue received by the Track to be used for purses and retroactive payment of purses. Track believes that owners are not entitled to share net decoder revenues received by Track. By virtue of the support and cooperation of all California racing associations in 2004 in seeking and obtaining passage of legislation known as A.B. 701, the TOC Board of Directors resolved to forego any claims to such revenues, past and future, until such time as the statute(s) authorized by passage of said legislation sunsets or is repealed.

26. Interstate Simulcasting (Import). Track and TOC desire to import simulcast races from out-of-state locations. The Parties agree that any and all such imported interstate simulcasts shall be undertaken pursuant to existing California law including, but not limited to, Business & Professions Code Section 19601(j). In addition, Track agrees to provide TOC prior notification of the terms of any oral or written agreements and copies of written agreements with out-of-state locations from whom Track intends to import races for wagering purposes. Purse money and commissions generated from wagering on imported races from out-of-state locations shall be divided in accordance with the applicable provision of the California Business and Professions Code.

27. International Simulcasting (Export).

a. Prior to each individual race meet which occurs during the Term, Track will request the consent of TOC to simulcast its races to international locations. Additionally, after the start of an individual race meet, Track may request TOC's consent for additional locations to accept the simulcast of its races. TOC consents to the simulcast of the races in accordance with the terms and conditions of TOC's consent letters, which letter TOC shall, using reasonable efforts, issue within seventy-two (72) hours (excluding Saturdays and Sundays) after receipt of such request. Said consent letters may provide for cancellation of consent by TOC at any time with at least three days prior written notice to Track for specified reasons. If Track objects to such cancellation the matter may be submitted by Track to the CHRB for hearing as provided in Section 33(d) herein.

b. With respect to the export of simulcast races internationally which are not commingled into Track's pools, the compensation paid shall be equally divided between commissions for and purses at Track.

28. International Simulcasting (Import). Track and TOC desire to import simulcast races from out-of-country locations. The Parties agree that any and all such imported international simulcasts shall be undertaken pursuant to existing California law including, but not limited to, Business & Professions Code Section 19601(j). In addition, Track agrees to provide TOC prior to consummation thereof contents of oral agreements and copies of written agreements with out-of-country locations from whom Track intends to import races for wagering purposes. Purse money and commissions generated from wagering on races imported from out-of-country locations shall be divided in accordance with the applicable provisions of the California Business and Professions Code.

29. Intrastate Advance Deposit Wagering ("ADW"). Track has requested the consent of TOC to the simulcast of races conducted at Track during each individual race meet which takes place during the Term for the purposes of intrastate advance deposit wagering by and/or wagering instructions to California licensed advance deposit wagering providers pursuant to California Business & Professions Code, section 19604(b)(1)(C) and the Interstate Horseracing Act, 15 USC 3001, et. Seq. TOC shall provide its consent on a case-by-case basis for each ADW provider by a separate consent letter.

30. Fire and Disaster Insurance.

a. The fire and disaster insurance policy is attached as Exhibit F. Track shall upon receipt of an invoice pay its proportionate share of the yearly premium (which proportionate share shall be calculated on a reasonable basis). The amount recovered by an owner under the insurance policy set forth in Exhibit F shall be credited as an offset to the liability of Track, if any. Track shall have no obligation to purchase any insurance policy covering horses and/or property owned by the members of the TOC should the policy set forth on Exhibit F terminate during the Term. Additionally, if no policy is attached as Exhibit F upon execution of this Agreement, Track shall have no obligation to purchase any insurance policy covering horses and/or property owned by the members of the TOC.

b. Other than Track's obligation set forth in subsection (a) above, if any, Track is not responsible for the purchase of any insurance policy covering horses and/or property owned by the members of the TOC. However, in the event that all of the members of the California Thoroughbred racing industry decide to cooperate in the purchase of a fire and disaster insurance policy which covers horses and/or property owned by the members of the TOC which are stabled or located at Track, Golden Gate Fields, Del Mar, Los Alamitos (Thoroughbred), or San Luis Rey Downs, and such policy has a yearly premium of \$100,000 or less, Track shall upon receipt of an invoice pay its proportionate share of the yearly premium (which proportionate share shall be calculated on a reasonable basis). If an insurance policy is acquired pursuant to this subsection, the amount recovered by an owner under this insurance policy shall be credited as an offset to the liability of Track, if any.

31. TOC Covenants. During the Term and as long as Track is not in violation of the terms of this Agreement or of applicable law, TOC will not instigate, promote, encourage, or engage in any boycott of any race or race meeting (except and in the event the track is unsafe for racing) conducted by Track, nor will it encourage any of its members to do so; but shall, so long as Track is not in breach of the provisions hereof, exercise and apply such persuasive means as it may lawfully use to encourage its members to conform to, comply with, and respect the obligations of TOC hereunder.

32. Track Covenants. During the Term and as long as TOC is not in violation of the terms of this Agreement or of applicable law, Track shall recognize TOC as the official organization representing owners and shall not file or participate in any action, claim, or proceeding seeking the decertification of the TOC as the official and exclusive representative of California thoroughbred owners, nor will Track engage in a lockout of TOC members.

33. Mutuality.

a. Track and TOC represent to each other that they are mutually interested in the continuance, maintenance, and improvement of thoroughbred racing in the State of California and, to that end, believe it most advisable and to their mutual best interests that any future differences of opinion between them with respect to the provisions hereof, the matters covered hereby, or any other matter or thing pertaining to thoroughbred racing wherein both Parties are interested, should be settled by them, without undue publicity, by negotiation and consultation.

Each Party will cooperate with the other to promote, foster, and retain public good will toward thoroughbred racing by conducting racing on the highest possible plane through maintenance of high standard of fairness and honesty.

b. Track will notify and consult the TOC, and, whenever reasonable and possible, obtain the consent and approval of the TOC, whenever substantial changes are contemplated by Track and proposed with respect to Track racing surfaces, racing schedule, or conditions affecting the backstretch.

c. A Horsemen-Management Committee may be created, composed of such members of the TOC as TOC may designate and the President and/or General Manager, the Racing Secretary, Track Superintendent and other administrative officials to be designated by Track. All matters concerning problems of the horsemen with the Track will be referred to this committee in an effort amicably and equitably to adjust and resolve any problems which may arise.

d. If, after the execution of this Agreement, and after reasonable and good faith efforts to negotiate settlements of differences in opinion between TOC and Track, such settlements are not achieved, either TOC or Track may cause both Parties to present the matter for hearing before the CHRB as provided in Section 19613.1(c) of the California Horse Racing Law. The matter may be settled by a hearing before the CHRB or Hearing Officer appointed by the CHRB and whom shall be mutually agreed upon by TOC and Track. The decision of the CHRB or Hearing Officer, as the case may be, shall be binding on Track and TOC unless it is in contravention of applicable Federal and State law, in which case the decision may be appealed pursuant to applicable Federal and State law.

34. Default. The respective covenants herein contained are concurrent, and no covenant shall be enforced by either Party hereto which at the time is in default hereunder. If any dispute shall arise hereunder, the matter may be submitted by either Track or TOC for a hearing before the CHRB as provided in Section 33(d).

35. Inconsistent Language. When the language in the Condition Book, Stall Application, Stakes Nomination Forms, or proposed Stakes Book for an upcoming meet, or any other document pertaining to the eligibility of horses and conditions for racing is inconsistent with the language in this Agreement, the language in this Agreement shall control.

36. Notices. Notices required to be given under this Agreement shall be sent by certified mail, return receipt requested, postage prepaid as follows, or by email.

If to Track:

Craig Fravel  
Santa Anita Park  
285 W. Huntington Drive  
Arcadia, CA 91007  
[Craig.Fravel@stronachgroup.com](mailto:Craig.Fravel@stronachgroup.com)

With a copy to:

Eric Sindler  
Santa Anita Park  
285 W. Huntington Drive  
Arcadia, CA 91007  
[Eric.Sindler@monarchmgmt.com](mailto:Eric.Sindler@monarchmgmt.com)

If to TOC:

Greg Avioli  
CEO  
Thoroughbred Owners of California  
285 W. Huntington Drive  
Arcadia, CA 91007  
[gavioli@toconline.com](mailto:gavioli@toconline.com)

37. Reservation of Rights. The terms of this Agreement shall be without prejudice to the abilities of the Parties to challenge, by legal proceedings or otherwise, any rights, obligations, or privileges which are the subject hereof upon termination of this Agreement, and the Parties shall not be deemed to waive or abridge any rights, claims, or privileges following such termination.

38. Video Surveillance. TOC acknowledges that the restricted areas of Santa Anita Park, including, without limitation, the area commonly referred to as the “backside,” which includes, without limitation, the barns, shed rows, feed sheds, tack rooms, stalls, stakes barn, and receiving barn is under continuous recorded video surveillance. TOC consents to such continuous recorded video surveillance. TOC hereby acknowledges that with respect to the continuous recorded video surveillance within the restricted areas of Santa Anita Park its horsemen have no expectation of privacy except in bathrooms and living quarters. TOC further acknowledges that Track will make copies of the footage available to the CHRB, all law enforcement agencies, and certain other parties upon reasonable request from the CHRB, such law enforcement agencies or such certain other parties. Additionally, TOC acknowledges that Track shall make copies of the footage available pursuant to the terms of a valid subpoena or order issued by a court of competent jurisdiction or by a governmental body. Tampering with the video surveillance equipment is prohibited may result in a fine and/or expulsion from Santa Anita Park.

39. TOC Signage. Track shall place a TOC sign in a prominent location mutually agreed upon by the Parties on the rail of the main track. Additionally, Track shall place a TOC sign in a mutually agreed upon location adjacent to the winner’s circle.

40. Daily Fantasy Sports. Track and TOC acknowledge a dispute between themselves regarding the necessity of Track sharing revenues with horsemen from daily fantasy sports contests (“DFS”) conducted by Track at Santa Anita Park. TOC contends that DFS is a form of wagering and as such should be treated in substantially the same manner as the distribution of revenues from pari-mutuel wagering conducted at Track. Track contends that there is no current requirement for Track to share revenues from DFS activities with TOC. In an effort to resolve this dispute, and without in any way waiving any of the above stated positions , Track and TOC

agree to engage in good faith negotiations regarding Track sharing with TOC a portion of profits derived by Track from DFS activities conducted by Track at Santa Anita Park during the Term.

41. Historic Horse Racing. Track shall not implement Historic Horse Racing at Track without first obtaining the consent of the CHRB.

42. Other California Matters.

a. Inclement Weather Policy. The Inclement Weather Policy that set forth in Exhibit E.

b. Race Day Medication. The Race Day Medication Agreement is set forth in Exhibit E.

43. Miscellaneous.

a. Modifications. This Agreement constitutes the entire agreement between the Parties hereto and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between the Parties. The Parties acknowledge that no representations, inducements, promises, agreements, or warranties, either oral or otherwise, have been made to them, or anyone acting on their behalf, which are not embodied in this Agreement, and that they have not executed this Agreement in reliance on any such representation, inducement, promise, agreement, or warranty. It is expressly understood and agreed that this Agreement may not be altered, amended, modified, or otherwise changed in any respect or particular whatsoever except by a writing duly executed by an authorized representative of each Party.

b. Applicable Law. This Agreement, including all matters of construction, validity, and performance, shall be governed, construed, and enforced in accordance with the laws of the State of California, as applied to contracts executed and to be fully performed in California by citizens of California and without reference to principles of conflicts of law. Venue of any action arising out of this Agreement shall be heard first in an applicable state court of California and absent jurisdiction in such state court, then in the applicable federal court of California.

c. Interpretation. This Agreement has been jointly negotiated and drafted by the Parties and, in construing and interpreting this Agreement, no provision shall be construed or interpreted for or against any of the Parties because such provision, or any other provision, or the Agreement as a whole, was purportedly drafted by a particular Party.

d. Waiver; Remedies. The failure by one Party to require performance of any provision of this Agreement shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver by one Party of a breach by the other Party be considered a waiver of any or all subsequent breaches by the breaching Party. All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be

available to the Parties, whether provided by law, equity, statute, in any other agreement between the Parties, or otherwise.

e. Counterparts. This Agreement and all amendments hereto may be executed in several counterparts and each counterpart shall constitute a duplicate original of the same instrument. Track and TOC agree that copies of this Agreement sent by email (in PDF or similar format) or fax, and the signatures thereon, shall be deemed valid executed originals of this Agreement.

f. Severability. Any provision hereof prohibited by, or unlawful, or unenforceable under any applicable law, rule, or regulation shall be ineffective without affecting any other provision or enforcement of this Agreement.

g. Successors and Assigns. This Agreement shall be binding on and inure to benefit of the Parties hereto and their successors and assigns. This Agreement is intended to fully comply with Sections 2041 and 2042, Article 22 of Title 4, Chapter 4 of the Administrative Code (Rules and Regulations of the CHRB).

h. No Third Party Beneficiaries. Except with respect to the indemnification obligations set forth in this Agreement, the provisions of this Agreement are not intended to be for the benefit of, or enforceable by, any party other than Track or TOC. Except for Track and TOC, no party shall have any right to rely upon or enforce any of the terms and provisions of this Agreement other than the indemnification obligations set forth in this Agreement.

[Signatures follow]

The Parties have executed this Agreement as of the date first written above.

Los Angeles Turf Club, Incorporated



By: \_\_\_\_\_

Name: Craig Fravel

Title: President

Date: December 3, 2021

Thoroughbred Owners of California



By:

Name: Greg Avioli

Title: President & CEO

Date: December 3, 2021

Exhibit A  
Stakes Schedule

Date	Age	Gender	Name	Grade	Distance	Surface	21/22 Purse
26-Dec	3+	Open	San Antonio	2	8.5F	Dirt	\$200,000
26-Dec	3YO	Open	Malibu	1	7F	Dirt	\$300,000
26-Dec	3YO	Open	San Gabriel	2	9F	Turf	\$200,000
26-Dec	3YO	Open	Mathis Brothers	2	8F	Turf	\$200,000
26-Dec	3YO	Fillies	American Oaks	1	10F	Turf	\$300,000
26-Dec	3YO	Fillies	La Brea	1	7F	Dirt	\$300,000
31-Dec	3 +	F /M	R. J. Frankel	3	9F	Turf	\$100,000
31-Dec	2YO	Open	Eddie Logan		8F	Turf	\$100,000
31-Dec	2YO	Fillies	Blue Norther		8F	Turf	\$100,000
1-Jan	3YO	Open	Sham	3	8F	Dirt	\$100,000
1-Jan	4 +	Open	Joe Hernandez	2	6.5 hill	Turf	\$250,000
1-Jan	4 +	F/M	La Canada	2	8.5F	Dirt	\$200,000
2-Jan	4 +	F/M	Kalookan Queen		6.5F	Dirt	\$75,000
8-Jan	3YO	Fillies	Santa Ynez	2	7F	Dirt	\$200,000
9-Jan	4 +	F/M	Las Cienegas	3	6F	Turf	\$100,000
15-Jan	4 +	Open	Unusual Heat Turf Classic	CA	9F	Turf	\$200,000
15-Jan	4 +	F/M	Sunshine Millions Turf Sprint	CA	6.5 hill	Turf	\$150,000
15-Jan	3YO	Fillies	Cal Cup Oaks	CA	8F	Turf	\$200,000
15-Jan	4 +	Open	Cal Cup Sprint	CA	6F	Dirt	\$150,000
15-Jan	3YO	Open	Cal Cup Derby	CA	8.5F	Dirt	\$200,000
17-Jan	4 +	F/M	Astra	3	12F	Turf	\$125,000
22-Jan	4 +	Open	Clockers' Corner		6F	Turf	\$70,000
29-Jan	4 +	Open	Palos Verdes	3	6F	Dirt	\$200,000
29-Jan	3YO	Open	San Vicente	2	7F	Dirt	\$200,000
29-Jan	4 +	F/M	Megahertz	3	8F	Turf	\$100,000
30-Jan	4 +	Open	San Marcos	2	10F	Turf	\$225,000
30-Jan	3YO	Fillies	Lady of Shamrock		8F	Turf	\$75,000
30-Jan	3YO	Open	Baffle		6.5F	Turf	\$75,000
5-Feb	4 +	Open	Thunder Road	3	8F	Turf	\$100,000
5-Feb	4 +	Open	San Pasqual	2	9F	Dirt	\$200,000
5-Feb	4 +	F/M	Santa Monica	2	7F	Dirt	\$200,000
6-Feb	3YO	Open	R. B. Lewis	3	8.5F	Dirt	\$200,000
6-Feb	3YO	Fillies	Las Virgenes	3	8F	Dirt	\$100,000
12-Feb	3YO	Fillies	Sweet Life	3	6.5 hill	Turf	\$100,000
19-Feb	3YO	Open	Pasadena	Listed	9F	Turf	\$100,000
20-Feb	4 +	Open	San Simeon	3	6.5 hill	Turf	\$100,000
21-Feb	4 +	F/M	Spring Fever	CA	6F	Dirt	\$100,000
21-Feb	4 +	Open	Tiznow	CA	8F	Dirt	\$100,000
26-Feb	4 +	F/M	Wishing Well		6.5F	Turf	\$75,000
5-Mar	4 +	F/M	Beholder	1	8F	Dirt	\$500,000
5-Mar	4 +	Open	F. E . Kilroe	1	8F	Turf	\$500,000
5-Mar	4 +	Open	Santa Anita Handicap	1	10F	Dirt	\$650,000
5-Mar	4 +	Open	San Carlos	2	7F	Dirt	\$200,000
5-Mar	3YO	Open	San Felipe	2	8.5F	Dirt	\$300,000
5-Mar	4 +	F/M	Buena Vista	2	8F	Turf	\$200,000
6-Mar	3YO	Fillies	China Doll		8F	Turf	\$100,000
6-Mar	3YO	Fillies	Santa Ysabel	2	8F	Dirt	\$200,000
12-Mar	4 +	Open	San Luis Rey	3	12F	Turf	\$125,000
13-Mar	4 +	F/M	Las Flores	3	6F	Dirt	\$100,000

19-Mar	4 +	F/M	Irish O'Brien	CA	6.5 hill	Turf	\$100,000
20-Mar	4 +	Open	Sensational Star	CA	6.5 hill	Turf	\$100,000
26-Mar	4 +	F/M	Santa Ana	3	10F	Turf	\$125,000
2-Apr	3YO	Open	Singletery		8F	Turf	\$100,000
9-Apr	4 +	F/M	Monrovia	2	6.5 hill	Turf	\$200,000
9-Apr	4 +	F/M	Royal Heroine	2	8F	Turf	\$200,000
9-Apr	3YO	Fillies	Providencia	3	9F	Turf	\$100,000
9-Apr	3YO	Open	Santa Anita Derby	1	9F	Dirt	\$750,000
9-Apr	3YO	Open	Echo Eddie	CA	6.5F	Dirt	\$150,000
9-Apr	3YO	Fillies	Santa Anita Oaks	2	8.5F	Dirt	\$400,000
9-Apr	3YO	Fillies	Evening Jewel	CA	6.5F	Dirt	\$150,000
10-Apr	4 +	Open	Santana Mile		8F	Dirt	\$75,000
10-Apr	3 +	Open	Siren Lure		6.5F	Turf	\$75,000
30-Apr	3 +	Open	Californian	2	9F	Dirt	\$200,000
30-Apr	4 +	F/M	Santa Margarita	2	9F	Dirt	\$200,000
30-Apr	3 +	Open	C. Whittingham	2	10F	Turf	\$225,000
30-Apr	3 +	Open	Kona Gold	3	6.5F	Dirt	\$100,000
1-May	3 +	F/M	Wilshire	3	8F	Turf	\$100,000
7-May	3YO	Fillies	Senorita	3	8.5F	Turf	\$100,000
8-May	3YO	Open	Laz Barrera	3	7f	Dirt	\$100,000
8-May	3YO	Fillies	Angel's Flight		7F	Dirt	\$75,000
14-May	3 +	F/M	Santa Barabara	3	12F	Turf	\$125,000
21-May	4 +	F/M	Mizdirection	Listed	6.5 hill	Turf	\$75,000
28-May	3 +	Open	Crystal Water	CA	8F	Turf	\$100,000
28-May	3YO	Open	Snow Chief	CA	9F	Turf	\$150,000
28-May	3 +	F/M	Fran's Valentine	CA	8F	Turf	\$100,000
28-May	3 +	Open	Thor's Echo	CA	6F	Dirt	\$100,000
28-May	3YO	Fillies	Melair	CA	8.5F	Dirt	\$150,000
29-May	4 +	Open	Daytona	3	6.5 hill	Turf	\$100,000
29-May	3YO	Fillies	Honeymoon	3	9F	Turf	\$100,000
29-May	4 +	Open	Triple Bend	2	7F	Dirt	\$200,000
30-May	4 +	F/M	Gamely	1	9F	Turf	\$400,000
30-May	4 +	Open	Gold Cup at Santa Anita	1	10F	Dirt	\$400,000
30-May	3 +	Open	Shoemaker	1	8F	Turf	\$500,000
4-Jun	3 +	F/M	Desert Stormer	3	6F	Dirt	\$100,000
4-Jun	3YO	Open	Cinema		9F	Turf	\$100,000
5-Jun	3YO	Open	Desert Code		6F	Turf	\$75,000
11-Jun	3YO	Open	Affirmed	3	8.5F	Dirt	\$100,000
12-Jun	3YO	Fillies	Summertime Oaks	2	8.5F	Dirt	\$200,000
18-Jun	3 +	F/M	Santa Maria	2	8.5F	Dirt	\$200,000
18-Jun	2yo	Open	Fasig-Tipton Futurity		5F	Dirt	\$100,000
18-Jun	2yo	Fillies	Fasig-Tipton Debutante		5F	Dirt	\$100,000
19-Jun	3 +	Open	San Juan Capistrano	3	14F	Turf	\$125,000
19-Jun	3 +	Open	American	3	8F	Turf	\$100,000
19-Jun	3 +	F/M	Possibly Perfect		12F	Turf	\$100,000

**Total  
Purses:**

**\$16,370,000**

Exhibit B  
Overnight Purse Schedule

<b>WINTER/SPRING PURSES</b>			
<b>Races</b>			
Overnight Stakes	020-2021 Winter/Spring PurSES	10% off new purses 2021-2022	
Res Overnight			
ALW	\$71,000		\$74,000
3x	\$70,000		\$73,000
2x	\$65,000		\$72,000
1x	\$63,000		\$69,000
<b>Claiming</b>			
	100,000	\$55,000	\$61,000
	75,000	\$53,000	\$58,000
	50,000	\$47,000	\$52,000
40,000 (NW 2 LT)		\$42,000	\$46,000
	40,000	\$42,000	\$46,000
35,000 (NW 3 LT)		\$36,000	\$40,000
	32,000	\$39,000	\$43,000
25,000 (NW2LT)		\$28,000	\$31,000
	25,000	\$36,000	\$40,000
	20,000	\$31,000	\$34,000
16,000 (NW2/3 LT)		\$24,000	\$26,000
	16,000	\$26,000	\$29,000
12,500 (NW 2 LT)		\$20,000	\$22,000
	12,500	\$24,000	\$26,000
	10,000	\$22,000	\$24,000
ST ALW (NW2)		\$36,000	\$40,000
MSW		\$61,000	\$67,000
MCL 100,000		\$46,000	\$51,000
MCL 75,000		\$40,000	\$44,000
MCL 50,000		\$35,000	\$39,000
MCL 40,000		\$31,000	\$34,000
MCL 30,000		\$25,000	\$26,000
MCL 20,000		\$22,000	\$24,000

Exhibit C

Workout Criteria – See Attached

Exhibit D

Average Daily Purse Projection and Current Over/Under Payment

Exhibit E

Inclement Weather Policy

See attached.

Race Day Medication Agreement

See attached.

Exhibit F

Fire and Disaster Policy

Attached

Schedule 1  
Sports Wagering Initiative  
Attached

- C. Attach an agreement to provide for race-day furosemide administration pursuant to CHRB Rule 1845. **On file with the Board.**
- D. Attach a lease agreement permitting the association to occupy the racing facility during the entire term of the meeting. (In the absence of either a lease agreement or a horsemen's agreement, a request for an extension pursuant to CHRB Rule 1407 shall be made).  
**N/A**
- E. All service contractors and concessionaires have valid state, county or city licenses authorizing each to engage in the type of service to be provided and have valid labor agreements, when applicable, which remain in effect for the entire term of the meeting except as follows (if no exceptions, so state):  
**No exceptions**
- F. Absent natural disasters or causes beyond the control of the association, its service contractors, concessionaires or horsemen participating at the meeting, no reasons are believed to exist that may result in a stoppage to racing at the meeting or the withholding of any vital service to the association except as follows (if no exceptions, so state):  
**No exceptions**

**NOTICE TO APPLICANT:** Pursuant to CHRB Rules 1870 and 1871, the CHRB shall be given 15 days' notice in writing of any intention to terminate a horse racing meeting or the engagements or services of any licensee, approved concessionaire, or approved service contractor.

**24. CERTIFICATION BY APPLICANT**

I hereby certify under penalty of perjury that I have examined this application, that all of the foregoing statements in this application are true and correct, and that I am authorized by the association to attest to this application on its behalf.

Craig R. Fravel

Print Name

Craig R. Fravel  
Signature

President

Print Title

9/22/21  
Date



COVID-19  
OPERATIONAL PLAN

## 1. PURPOSE & SCOPE

The Los Angeles Turf Club (DBA Santa Anita Park) continues to implement protocols and procedures to ensure the safety of all employees, stakeholders, and horses, and to inhibit the spread of COVID-19. This plan specifically applies to Frontside and Backside Racing Operations, including the receiving of horsemen and horses on the grounds. Santa Anita Park developed these protocols and procedures working in concert with other industry leaders and medical professionals.

Santa Anita Park will continue to follow the lead of the Governor of California and public health officials and work closely with our partners to ensure all individuals are thoroughly screened, wear appropriate Personal Protective Equipment (PPE) and follow social distancing guidelines. Compliance with these protocols will be strictly enforced to ensure the health and safety of our horsemen, staff, and community. Please note, this is a working document and will undergo adjustments as conditions change and under the guidance from state and local authorities. Please refer to Beyond the Blueprint for Industry and Business Sectors - Effective June 15, 2021 for additional up-to-date guidance:

<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Beyond-Blueprint-Framework.aspx>.

Under the most current health and safety protocols from the State of California and the County of Los Angeles Department of Public Health, 2021/2022 winter/spring racing at Santa Anita Park will be open to the public per the guidance and protocols for outdoor Mega Events.

Per the County of Los Angeles Department of Public Health, outdoor Mega Events are characterized by large crowds greater than 10,000 attendees. Examples of outdoor Mega Events include: sporting events, music or food festivals, car shows, large endurance events and marathons, parades and concerts. Mega Events may have either assigned or unassigned seating, and may be either general admission or gated, ticketed, and permitted events.

### **Proof of Vaccination or Negative COVID-19 Viral Test Result Required Prior to Entry:**

In accordance with the Los Angeles County Health Officer's Order, Santa Anita Park will **require** verification of fully vaccinated status or pre-entry negative COVID-19 viral test result of attendees, ages 12 and older, prior to entering the property on any day that falls under the LA County Mega Event criteria. Santa Anita Park will cross-check proof of full vaccination or negative COVID-19 viral test result against a photo identification of all attendees who are 18 years of age or older.

### **Face Masks Required:**

All attendees entering the Backside Stable Area or Frontside must wear a face mask at all times, except when actively eating or drinking. Santa Anita Park will have face masks available for all attendees.

To ensure guests are aware of both the County Health Officer's Order that all persons must wear a face mask while in attendance and the County Health Officer requirement that all attendees, ages 12 and older, either be fully vaccinated against COVID-19 or obtain a negative COVID-19 viral test prior to attending an outdoor Mega Event, Santa Anita Park will prominently display this information on all communications, including reservation and ticketing systems.

**Acceptable Proof of Full Vaccination Status:**

Per the County of Los Angeles Department of Public Health, the following are acceptable as proof of full vaccination status: 1) A photo identification of the attendee and 2) their vaccination card (which includes name of person vaccinated, type of COVID-19 vaccine provided and date last dose was administered) OR a photo of a vaccination card as a separate document OR a photo of the attendee's vaccine card stored on a phone or electronic device OR documentation of the person's full vaccination against COVID-19 from a healthcare provider.

**Explanation of Pre-Entry Negative Test Results:**

Per the County of Los Angeles Department of Public Health, pre-entry negative testing is testing that must be conducted within 72 hours before the event start time (both PCR and antigen are acceptable). Results of the test must be available prior to entry into the event or venue. The following are acceptable as proof of negative COVID-19 viral test result: 1) A photo identification of the attendee and 2) a printed document from the test provider or laboratory OR an email or text message displayed on a phone from the test provider or laboratory. The information should include person's name, type of test performed, and negative test result (date of test must be within prior 72 hours).

Masks are required in all indoor areas. Backside access will be limited to essential licensed personnel and select stakeholders. Industry stakeholders are working diligently to provide education and vaccine access to essential personnel. Santa Anita held a vaccination event on-site for all employees and backstretch workers.

**2. DEFINITIONS**

**CDC** – Centers for Disease Control. Any isolation or quarantine procedures referenced in this document will be followed per CDC guidance protocols.

**CLOTH FACE COVERING** – The CDC recommends unvaccinated people wear cloth face coverings in public settings. Cloth face coverings should fit snugly but comfortably against the side of the face, be secured with ties or ear loops, include multiple layers of fabric, allow for breathing without restriction and be able to be laundered and machine dried without damage or change to shape. Additional information from the California Department of Public Health regarding face

coverings can be found here: <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/guidance-for-face-coverings.aspx>

**COVID 19 Task Force** – Team responsible for ensuring all essential personnel are in compliance with vaccination and testing status, the team conduct walking inspections of restricted areas to assure compliance.

**HORSEMEN** – Any California Horse Racing Board licensee who is onsite in support of a stabled horse.

**ISOLATION** – The separation of a person or group of people known or reasonably believed to be infected with a communicable disease and are potentially infectious, from those who are not infected, to prevent spread of the communicable disease.

**MASKS** – For the purposes of this plan to include cloth face coverings, N-95, KN-95 and surgical masks.

**SAFE REOPENING PLAN** – A form produced by the County of Los Angeles to be posted at all entrances detailing steps taken to ensure safe reopening.

**PHYSICAL DISTANCING** – Remaining out of congregate settings, avoiding mass gatherings and maintaining distance (approximately 6 feet or 2 meters) from others when possible.

**SYMPTOMS** - Symptoms compatible with COVID-19 include subjective or measured fever, cough, sore throat and difficulty breathing.

**TEMPERATURE CHECKS** – The occasional (or alternatively defined period) non-contact measuring of an individual’s body temperature to verify no fever is present. A fever is defined as an elevated body temperature of 100° F or greater.

**PPE** – Personal Protective Equipment

**QUARANTINE** – In general means the separation of a person or group of people reasonably believed to have been exposed to a communicable disease but not yet symptomatic, from others who have not been exposed, to prevent the possible spread of the communicable disease.

### 3. PRE-ENTRY AND ACCESS PROCEDURES

Santa Anita Park will implement the following procedures for the anticipated arrival of horses and horsemen and women beginning September 1, 2021:

All individuals entering the Backside Stable Area will be required to wear a cloth mask/face covering regardless of vaccination status when indoors.

SANTA ANITA PARK COVID-19 OPERATIONAL PLAN  
December 1, 2021 Revised

All access to the Backside is to be through the Main Stable Gate or North Gate. Only authorized employees of Santa Anita Park, The Stronach Group and California Horse Racing Board (CHRB) licensees who are providing support for horses stabled at the facility and Backside workers will be permitted on the Backside. This specifically includes only trainers with horses stabled on the facility grounds, those who are responsible for the care of the horses (veterinarians, grooms, exercise riders, farriers, pony riders, and feed vendors) and employees essential to the health and safety of the horses and Backside workers.

In order to access the stable area at Santa Anita ALL personnel will be required to provide proof of a full COVID-19 vaccination OR a negative COVID-19 test within 72 hours of entry. Individuals choosing to test are responsible for their own testing.

Upon arrival at Santa Anita essential personnel will be required to present either proof of vaccination or a negative test result to receive validation for the 2021/2022 winter/spring meet. Proof of vaccination and/or a negative COVID-19 test result will be required each time essential personnel access the Backside.

For those individuals who provide proof of vaccination, and agree, a hologram sticker will be affixed to their license at validation which will designate they have been fully vaccinated. Once received, hologram sticker can be shown in lieu of vaccination card.

In accordance with Santa Anita requirements, CDC guidelines and Cal/OSHA on the use of face masks during the COVID-19 pandemic, ALL individuals entering the Backside Stable Area will be required to wear a cloth mask/face covering regardless of vaccination status when indoors. N-95, KN-95 and surgical style masks will also be acceptable for entry. Wearing the appropriate PPE, screening personnel will confirm individual's name appears on the essential personnel list, vaccination status and/or negative test is verified and affix the appropriate validations and verification stickers.

CHRB licensed owners and up to 3 guests will be allowed backside access. Owners and guest must arrive together and check in at the validation/verification area. Owner's CHRB license will be verified and validated, each guest will receive a guest card with the appropriate validation. ALL owners and guests must present proof of vaccination or negative COVID-19 test taken within 72 hours of initial arrival.

All individuals who refuse to comply with Santa Anita Health and Safety Operational Plan will be denied entry.

- All individuals must comply with pre-entry procedures.
- All individuals must wear a cloth mask or face covering when indoors regardless of vaccination status.
- All individuals must present a current California Horse Racing Board license and/or other association authorized ID, proof of vaccination or negative COVID test results taken within

72 hours of initial arrival or specified date. Identification must be visibly displayed at all times while on the grounds.

- Individual's name must appear on Essential Personnel List.

### **Frontside (Grandstand) Access Staff**

This includes Racing Officials and staff, Owners, Jockeys, Valets, Assistant Starters and trainers and grooms.

- All individuals must comply with pre-entry procedures.
- All Individuals must wear a cloth mask or face covering when indoors or in close contact with individuals regardless of vaccination status.
- All individuals must present a current California Horse Racing Board license and/or other association authorized ID, proof of vaccination or negative COVID test results taken within 72 hours of initial arrival or specified date. Identification must be visibly displayed at all times while on the grounds.\*
- For those individuals who provide proof of vaccination, and agree, a hologram sticker will be affixed to their license at validation which will designate they have been fully vaccinated. Once received, hologram sticker can be shown in lieu of vaccination card.
- Individuals who choose not to present proof of vaccination will be treat as unvaccinated.

\* Pending discussions and negotiations with appropriate unions, as applicable.

### **Frontside (Grandstand) Access Patrons**

Access, protocols, and policies will be in accordance with then-current state and county health orders.

- Proof of vaccination or negative COVID-19 test result required of all attendees, ages 12 and older, prior to entering the property.
- Guests, ages 18 and older, required to present photo identification to cross-check with proof of vaccination or negative COVID-19 viral test result.
- All individuals will be required to wear a cloth mask/face covering regardless of vaccination status at all times, except when actively eating or drinking.
- All individuals must follow CDC guidance for face coverings.  
<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/guidance-for-face-coverings.aspx>
- All individuals are encouraged to practice physical distancing when moving about the facility.

- All individuals must refrain from congregating inside the grandstand and be sure to follow all posted signage and direction from Santa Anita Park staff.

### Frontside, Paddock and Racetrack Access

Horsemen and women arriving with a horse entered in a current race will access the paddock through the horse walk. Personnel arriving with the horse must have CHRB license displayed to enter the paddock.

## 4. JOCKEYS' ROOM ACCESS

Santa Anita Park has established detailed protocols and procedures for the Jockeys' Room.

- All individuals entering the Jockey's Room will be required to wear a cloth mask/face covering regardless of vaccination status when indoors.
- Only authorized personnel will be allowed in the jockey's room – no guests. All jockeys and Jockeys' Room staff will be subjected to the same access requirements at the point of entry into the facility.
- All individuals must present a current California Horse Racing Board license and/or other association authorized ID, proof of vaccination or negative COVID test results taken within 72 hours of initial arrival or specified date. Identification must be visibly displayed at all times while on the grounds.
- Additional testing, based upon guidance by medical advisors, may be required. All Jockeys' licenses will be validated per Backside access protocols. The Jockeys' Room will be open on live racing days only.

## 5. SYMPTOMATIC INDIVIDUALS

If an individual presents symptomatic, the following steps will be taken:

- Isolate the individual.
- Notify Health and Safety or if a backside employee also notify the trainer.
- Individual will be required to isolate pending test results and quarantine.

### Access Post Symptoms

Santa Anita Park will require that all individuals returning to the property have met the **minimum criteria** to return to the grounds, as noted below and [as stipulated](#) in Cal/OSHA emergency temporary standard.

No employee or individual who has tested positive for COVID-19 shall return to Santa Anita Park grounds until:

- At least 10 days since symptoms first appeared **and**
- At least 24 hours with no fever without fever-reducing medication **and**
- Other symptoms of COVID-19 are improving.

Or:

Any employee or individual who has tested positive for COVID-19, but is symptom free, shall quarantine for 10 days and MUST remain symptom free in order to return to Santa Anita Park grounds.

## 6. QUARANTINE AND ISOLATION PROTOCOLS

In the event an individual tests positive for COVID-19, they will be required to isolate off property until the above noted criteria are met.

Health and Safety will stay in close communication with the individual's and/or the employer (usually a trainer) to ensure they have a safe place to stay, remain isolated and receive appropriate care.

Health and Safety will interview Santa Anita employees to trace all close contacts of the individual and determine when notification quarantine or testing of additional individuals is appropriate. Health and Safety will work closely with the individual trainers to assist them with proper tracing.

## 7. ONSITE STABLED HORSES & PERSONNEL PROCEDURES

**Shipping** - All drivers and staff will be subjected to Backside access procedures.

**Equipment Sharing Protocols** – Sharing of equipment shall be discouraged (lead shanks, grooming tools, mucking equipment, etc.) If equipment must be shared among Horsemen, it shall be disinfected between uses. Horsemen are encouraged to increase the frequency of handwashing by utilizing one of our exterior hand washing stations or restrooms that are stocked with liquid soap.

## 8. CLEANING PROTOCOLS FOR BACKSIDE & FRONTSIDE OPERATIONS

Janitorial staff will increase frequency of cleaning throughout the facility and will be trained in compliance with Cal/OSHA regulations to address potential worker exposures. LATC Backside

and Frontside janitorial staff will be educated on CDC proper cleaning and sanitizing protocols to minimize the spread of COVID-19.

### **Backside Areas**

Santa Anita Park will double the Backside Janitorial staffing levels to help prevent the spread of COVID-19 as well as influenza and other viruses. Janitorial staff will ensure cleaning and disinfecting of frequently touched surfaces, such as doorknobs, door handles, handrails and tables, as well as non-porous surfaces in bathrooms, offices, and laundry areas using EPA and CDC approved disinfectants. In addition, wastebaskets will be placed in visible locations and emptied regularly. Trainers and their staff are responsible for the cleaning of their personal rooms, offices, stables and tack rooms. If an area and/or room appears to need attention, LATC will notify the responsible trainer to ensure the area is properly cleaned. Failure to maintain areas in a clean, and orderly manner could result in removal from the facility.

### **Kitchens**

Kitchen employees will be properly trained for both personal hygiene and food safety practices. These practices include the washing of employee hands for 20 seconds with soap and water before during, and after preparing food and before eating, as well as the use of disposable food service gloves and masks. Serving utensils will be replaced throughout food service times and disinfected each evening. To reduce the spread of contagions, all food preparation surfaces will be continually sanitized including cutting boards, counter tops and cutting utensils.

### **Frontside Offices**

Janitorial staff will increase frequency of cleaning and disinfecting of high-touch surfaces including: gates, turnstiles, doors, door knobs, handles, restrooms, tables, chairs and light switches. Employees will be provided with disinfecting wipes and spray in order to properly wipe down their individual equipment and desks on a frequent basis.

### **Jockeys 'Rooms**

The Jockeys 'Room will be open on live racing days and will have a dedicated janitor doing continuous cleaning throughout the racing day.

### **Starting Gates**

All schooling gates will be disinfected using an approved disinfectant for equine safety at each break and at the conclusion of training hours. The racing gate will be disinfected using an approved disinfectant for equine safety between each race.

## **Restrooms**

All restrooms will be fully cleaned twice daily and routinely inspected during normal operations. This includes frequent removal of trash and thorough cleaning and disinfecting of all surfaces. All restrooms will be stocked with liquid soap and all employees and on-site partners will be encouraged to frequently wash their hands. CDC guideline signage will be placed in all restrooms and wash areas.

## **9. EMPLOYEE TRAINING**

Training will be provided to all employees on all new policies, procedures and monitoring/reporting requirements as it pertains to their position.

## **10. STABLE ESSENTIAL EMPLOYEE LIST**

All trainers at Santa Anita Park MUST submit to the Racing Office a Stable Essential Employee List.

This is a comprehensive list of all authorized essential personnel that work at the trainer's stable and are required for the daily welfare of the trainer's horse(s) and/or the operation of the trainer's training and racing operations. It is the trainer's responsibility to maintain the information on their Stable Essential Employee List is current and accurate. Updates to the list must be provided to the Racing Office by calling (626) 574-6352.

Individuals not listed on a trainer's Stable Essential Employee List will not be permitted on the grounds until they are confirmed to be an essential employee of the trainer's stable operations.

**11. KEY CONTACTS**

Name	Title	Cell Number	Office Number
Craig Favel	President & Chief Executive Officer	██████████	██████████
Aidan Butler	Chief Operating Officer / President The Stronach Group 1/ST Racing 1/ST Content	██████████	██████████
Nate Newby	General Manager	██████████	██████████
Amy Zimmerman	Senior Vice President & Executive Producer	██████████	██████████
Rebecca Neimark	Chief Financial Officer	██████████	██████████
Jason Spetnagel	Vice President of Operations	██████████	██████████
Ed Martinez	Director of Facilities	██████████	██████████
Chris Merz	Director of Racing	██████████	██████████
Mitzuh Carrillo	Health and Safety Manager	██████████	██████████████████
Emily Mayorga	Health & Safety Coordinator		██████████
Mike Willman	Director of Publicity	██████████	██████████
Ami Atkinson	Horsemen's Liaison	██████████	██████████
Dennis Moore	Consultant - Main Track	██████████	
Rob Moore	Track Superintendent	██████████	██████████
First Aid Clinic			██████████
Lou Scalera	Chief of Security	██████████	██████████
Jay Slender	Official Starter	██████████	██████████████████

CALIFORNIA HORSE RACING BOARD

December 15, 2021

REGULAR BOARD MEETING

**There is no board package material for Item 7A**

CALIFORNIA HORSE RACING BOARD

December 15, 2021

REGULAR BOARD MEETING

**There is no board package material for Item 7B**

CALIFORNIA HORSE RACING BOARD

December 15, 2021

REGULAR BOARD MEETING

**There is no board package material for Item 8**

CALIFORNIA HORSE RACING BOARD

December 15, 2021

REGULAR BOARD MEETING

**There is no board package material for Item 9**