CALIFORNIA HORSE RACING BOARD
1010 Hurley Way, Suite 300
Sacramento, CA 95825
www.chrb.ca.gov
(916) 263-6000 Fax (916) 263-6042

NOTICE OF MEETING

Notice is hereby given that a meeting of the **California Horse Racing Board (CHRB/Board)** will be held on **Thursday, October 20, 2022,** commencing at **9:30 a.m.** at the **California Exposition and State Fair Grandstand, 1600 Exposition Boulevard, Sacramento,** California. 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) under "Webcasts."

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

AGENDA

Action Items:

1. **Approval of the minutes of September 15, 2022.**

2. Discussion and action regarding the **adjudication of a Race Meet Agreement (RMA) pursuant to CHRB Rule 2044 for applications submitted for Board consideration during the October Board meeting that do not have a current RMA**.

3. Discussion and action by the Board on the **Application for License to Conduct a Horse Racing Meeting of the Del Mar Thoroughbred Club (T) at Del Mar,** commencing November 9, 2022 through December 6, 2022, inclusive.

4. Discussion and action by the Board on the **Application for License to Conduct a Horse Racing Meeting of the Pacific Racing Association, at Golden Gate Fields**, commencing October 19, 2022 through December 20, 2022, inclusive.

5. 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 October 26, 2022 through May 7, 2023 inclusive.

6. Discussion and action by the Board regarding the **Allocation of Northern California Thoroughbred Racing Dates for racing year 2023.**

7. Discussion and action regarding **requesting an exemption from the Horseracing Integrity and Safety Authority regarding the use of Furosemide for thoroughbreds other than 2-year-olds and those competing in stakes races.**

8. Discussion and action regarding **authorizing staff to pursue a 2023 legislative proposal to amend health and welfare funding mechanisms for jockeys and backstretch workers** to provide financial stability to those programs that are partially dependent on brick-and-mortar distributions.

9. Discussion and action by the Board regarding the proposed addition of **CHRB Rule 1867.2, Administration of Multiple Intra-Articular Injections,** to establish a rule for horses receiving multiple intra-articular injections.

10. Reports
    A. **Executive Director's Report.**
    B. **Equine Medical Director's Report.**

11. **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. After thirty minutes, no further comments will be accepted. Each person will be limited to two minutes.

12. **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).

13. **Adjournment**.

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. *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 Zachary Voss at information@chrb.ca.gov. 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
Thomas C. Hudnut, Member
Wendy Mitchell, Member
Scott Chaney, Executive Director
Cynthia Alameda, Deputy Executive Director

Date of Notice: October 7, 2022

CALIFORNIA HORSE RACING BOARD
1010 HURLEY WAY, SUITE 300
SACRAMENTO, CA 95825
(916) 263-6000
FAX (916) 263-6042

PENDING ADMINISTRATIVE ADJUDICATIONS
OCTOBER 2022

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

A. Proposed Decision of Jockey Appeal
Jockey Barrington Harvey
Case Number: SAC 22-0030

STATE OF CALIFORNIA – BUSINESS, CONSUMER SERVICES, AND HOUSING AGENCY GAVIN NEWSOM, GOVERNOR

CALIFORNIA HORSE RACING BOARD
1010 HURLEY WAY, SUITE 300
SACRAMENTO, CA 95825
(916) 263-6000
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PENDING LITIGATION
OCTOBER 2022

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. Baltas v. California Horse Racing Board
Superior Court of California, County of Los Angeles

D. Baltas v. California Horse Racing Board (Et. al)
Superior Court of California, County of Los Angeles

E. Saldana v. California Horse Racing Board
Superior Court of California, County of San Diego

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REGULAR BOARD MEETING MINUTES

Date and Time: **September 15, 2022 at 9:30 a.m.**

Location: **California Exposition and State Fair Grandstand, Clubhouse**
1600 Exposition Boulevard
Sacramento, CA

Board Members Present:
Gregory Ferraro, Chairman
Oscar Gonzales, Vice-Chairman
Dennis Alfieri, Member
Wendy Mitchell, Member
Damascus Castellanos, Member
Brenda Washington Davis, Member
Thomas Hudnut, Member

Staff Members Present:
Scott Chaney, Executive Director
Cynthia Alameda, Assistant Executive Director
Robert Brodnik, General Counsel
Amanda Brown, Staff Counsel

1. **APPROVAL OF THE MINUTES OF JULY 14, 2022.**

   Motion: To approve the minutes of July 14, 2022.
   Motioned/Seconded: Hudnut/Davis.
   Roll call vote: Aye: Gonzales, Davis, Hudnut, Ferraro. **Nay:** None. **Abstain:** Alfieri, Mitchell, Castellanos. **Motion carried.**
   Pages 12-13 in the Board transcript.

2. **APPROVAL OF THE MINUTES OF AUGUST 17, 2022.**

   Motion: To approve the minutes of August 17, 2022.
   Motioned/Seconded: Mitchell/Castellanos.
   Roll call vote: Aye: Gonzales, Alfieri, Mitchell, Castellanos, Ferraro. **Nay:** None. **Abstain:** Davis. **Motion carried.**
   Pages 3-4 in the Board transcript.

3. **PRESENTATION FROM THE RACE DATES COMMITTEE.**

   Pages 4-12 in the Board transcript.

4. DISCUSSION AND ACTION REGARDING THE **HANDLING OF RACING MEET LICENSE APPLICATIONS SUBMITTED WITHOUT RACE MEET AGREEMENTS (RMA) BETWEEN**

THE CALIFORNIA THOROUGHBRED TRAINERS (CTT) AND RACING ASSOCIATIONS PURSUANT TO CHRB RULE 2044, AGREEMENTS TO BE FILED.

Motion: To refuse to allocate any racing dates without an RMA agreement between CTT and the given tracks, and to schedule a hearing, pursuant to Board Rule 2044, Agreements to be Filed, at the October 20, 2022, regular Board meeting to impose an RMA should one be missing.
Motioned/Seconded: Ferraro/Mitchell.
Roll call vote: Aye: Davis, Mitchell, Gonzales, Castellanos, Hudnut. **Nay:** Alfieri. **Motion carried.**
Pages 13-48 in the Board transcript.

5. DISCUSSION AND ACTION BY THE BOARD REGARDING THE **ALLOCATION OF RACING DATES FOR RACING YEAR 2023**.

Motion: To adopt the 2023 Southern California racing dates calendar as proposed, contingent on the Board's intent to award Los Alamitos the revenue stream from a dark week in 2024.
Motioned/Seconded: Gonzales/Hudnut.
Roll call vote: Aye: Davis, Gonzales, Hudnut, Castellanos, Alfieri, Ferraro. **Nay:** Mitchell. **Motion carried.**
Pages 48-71 in the Board transcript.

Motion: To adopt the 2023 standardbred racing dates calendar as proposed.
Motioned/Seconded: Gonzales/Ferraro
Roll call vote: Aye: Hudnut, Castellanos, Alfieri, Davis, Mitchell, Gonzales, Ferraro. **Nay:** None. **Motion carried.**
Pages 71-74 in the Board transcript.

Motion: To table the discussion of 2023 Northern California thoroughbred racing dates calendar until the October 20, 2022, regular Board meeting.
Motioned/Seconded: Ferraro/Alfieri.
Roll call vote: Aye: Davis, Mitchell, Gonzales, Hudnut, Castellanos, Alfieri, Ferraro. **Nay:** None. **Motion carried.**
Pages 74-102 in the Board transcript.

6. DISCUSSION AND ACTION BY THE BOARD REGARDING **LOS ALAMITOS EQUINE SALE COMPANY'S REQUEST FOR AUTHORIZATION OF ITS UPCOMING HORSE SALE AT LOS ALAMITOS RACE COURSE IN CYPRESS, CALIFORNIA**, PURSUANT TO CHRB RULE 1807, AUTHORIZED HORSE SALE**.**

Motion: To approve the Los Alamitos Equine Sale Company's request for authorization of its upcoming horse sale at Los Alamitos Race Course in Cypress, California, pursuant to CHRB Rule 1807, Authorized Horse Sale.
Motioned/Seconded: Hudnut/Alfieri.
Roll call vote: Aye: Davis, Mitchell, Gonzales, Hudnut, Castellanos, Alfieri, Ferraro. **Nay:** None. **Motion carried.**

Pages 103-104 in the Board transcript.

7. DISCUSSION AND ACTION BY THE BOARD ON THE **APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE BIG FRESNO FAIR, AT FRESNO**, COMMENCING OCTOBER 5, 2022 THROUGH OCTOBER 18, 2022, INCLUSIVE.

   Motion: To approve the application for license to conduct a horse racing meeting of the Big Fresno Fair, at Fresno, commencing October 5, 2022, through October 18, 2022, inclusive.
   Motioned/Seconded: Gonzales/Hudnut.
   Roll call vote: Aye: Davis, Mitchell, Gonzales, Hudnut, Castellanos, Alfieri, Ferraro. **Nay:** None. **Motion carried.**
   Pages 104-107 in the Board transcript.

8. DISCUSSION AND ACTION BY THE BOARD ON THE **APPROVAL FOR THE DISTRIBUTION FROM ADW MARKET ACCESS FEES FOR WAGERS PLACED BY CALIFORNIA RESIDENTS ON ALL LIVE AND IMPORTED RACES HOSTED BY THE BIG FRESNO FAIR AT FRESNO FOR THE PERIOD OCTOBER 5, 2022, THROUGH OCTOBER 8, 2022**, TO BE UTILIZED TO FUND A CALIFORNIA CO-OP MARKETING PROGRAM AS PERMITTED UNDER BUSINESS & PROFESSIONS CODE SECTION 19604(f)(5)(E).

   Motion: To approve the distribution from ADW Market Access fees for wagers placed by California residents on all live and imported races hosted by the Big Fresno Fair at Fresno for the period October 5, 2022, through October 8, 2022, to be utilized to fund a California co-op marketing program as permitted under Business & Professions Code Section 19604(f)(5)(E).
   Motioned/Seconded: Castellanos/Hudnut.
   Roll call vote: Aye: Davis, Mitchell, Gonzales, Hudnut, Castellanos, Alfieri, Ferraro. **Nay:** None. **Motion carried.**
   Pages 107-108 in the Board transcript.

9. DISCUSSION AND ACTION BY THE BOARD ON THE **APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE PACIFIC RACING ASSOCIATION, AT GOLDEN GATE FIELDS**, COMMENCING OCTOBER 19, 2022 THROUGH DECEMBER 20, 2022, INCLUSIVE.

   This item was moved to the October 20, 2022, regular Board meeting.
   Page 108 in the Board transcript.

10. DISCUSSION AND ACTION BY THE BOARD ON THE **APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE DEL MAR THOROUGHBRED CLUB (T) AT DEL MAR**, COMMENCING NOVEMBER 9, 2022 THROUGH DECEMBER 6, 2022, INCLUSIVE.

    This item was moved to the October 20, 2022, regular Board meeting.
    Page 108 in the Board transcript.

Proceedings of the Regular Meeting of September 15, 2022

11. DISCUSSION AND ACTION BY THE BOARD REGARDING THE **DISTRIBUTION OF RACE DAY CHARITY PROCEEDS OF WATCHANDWAGER.COM, LLC., COMBINED 2021-2022 RACE MEETINGS** IN THE AMOUNT OF $4,000 TO FIVE BENEFICIARIES.

Motion: To approve the distribution of race day charity proceeds of WatchandWager.com, LLC., combined 2021-2022 race meetings in the amount of $4,000 to five beneficiaries.
Motioned/Seconded: Hudnut/Castellanos.
Roll call vote: Aye: Davis, Mitchell, Gonzales, Hudnut, Castellanos, Alfieri, Ferraro. **Nay:** None. **Motion carried.**
Pages 108-110 in the Board transcript.

12. DISCUSSION AND ACTION BY THE BOARD REGARDING THE PROPOSED **AMENDMENT OF CHRB RULE 1500, APPRENTICE JOCKEY, AND RULE 1619, APPRENTICE ALLOWANCE**, TO ALIGN WITH CURRENT HEALTH AND SAFETY STANDARDS FOR JOCKEYS**.**

Motion: To approve the proposed amendment of CHRB Rule 1500, Apprentice Jockey, and Rule 1619, Apprentice Allowance, to align with current health and safety standards for jockeys.
Motioned/Seconded: Hudnut/Alfieri.
Roll call vote: Aye: Davis, Mitchell, Gonzales, Hudnut, Castellanos, Alfieri, Ferraro. **Nay:** None. **Motion carried.**
Pages 110-112 in the Board transcript.

13. DISCUSSION AND ACTION BY THE BOARD REGARDING THE PROPOSED **AMENDMENT TO CHRB RULE 1846.5, POSTMORTEM EXAMINATION, AND RULE 1846.6, POSTMORTEM EXAMINATION REVIEW**, TO REQUIRE A NECROPSY AND NECROPSY REVIEW OF HORSES THAT DIE OR ARE EUTHANIZED WITHIN 72 HOURS OF LEAVING A CHRB REGULATED FACILITY.

Motion: To approve the proposed amendment of CHRB Rule 1846.5, Postmortem Examination, and Rule 1846.6, Postmortem Examination Review, to require a necropsy and necropsy review of horses that die or are euthanized within 72 hours of leaving a CHRB regulated facility.
Motioned/Seconded: Davis/Hudnut.
Roll call vote: Aye: Davis, Mitchell, Gonzales, Hudnut, Castellanos, Alfieri, Ferraro. **Nay:** None. **Motion carried.**
Pages 112-116 in the Board transcript.

14. EXECUTIVE DIRECTOR'S REPORT.

Pages 116-119 in the Board transcript.

15. PUBLIC COMMENT.

Page 119-120 in the Board transcript.

MEETING ADJOURNED AT 12:43 P.M.

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Proceedings of the Regular Meeting of September 15, 2022

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.

_____ _____

Chairman Executive Director

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CALIFORNIA HORSE RACING BOARD
TITLE 4. CALIFORNIA CODE OF REGULATIONS
DIVISION 4. CALIFORNIA HORSE RACING BOARD
ARTICLE 22. HORSEMEN'S ORGANIZATIONS AND AGREEMENTS
RULE 2044, AGREEMENTS TO BE FILED

2044. Agreements to be Filed.

Each racing association shall file a copy of its agreement with the horsemen's organization, or in the case of fairs the horsemen's organizations, representing the horse owners and trainers at its meeting at the same time the association files its application for license. In the event the association is unable to obtain and file such agreement with its application, the Board may upon notice to the prospective parties to the agreement conduct a hearing with regard to the conditions for the meeting and take such action as it may deem appropriate to insure continuity of the racing program. The horsemen's organization shall provide a copy of the agreement for the conduct of the meeting to any person requesting the same and shall cause to be posted on the bulletin board of the association a notice of the location where a copy of the agreement may be obtained.

NOTE:
Authority cited: Sections 19440, 19562, Business and Professions Code.
Reference: Sections 19401(a), (e), Business and Professions Code.

Dear Scott,

We have attached for your review CTT's proposed Race Meet Agreement for the upcoming meet at Golden Gate Fields. As to Del Mar, since its opening is not until early November, and because Del Mar counsel has indicated general agreement with 1/ST proposals, we haven't attached that specific document at this time.

I am pleased to report that we have come to an agreement with 1/ST and Del Mar with respect to the Bases for Exclusion, the applicable Legal Standard and the Alternate Dispute Resolution [ADR] Process, which demonstrates significant forward progress towards final and signed RMAs. There are, however, three outstanding areas of material concern for CTT:

The Burden of Proof

The tracks initially had proposed that the trainer accused of misconduct carry the burden of proof in the dispute resolution process, but have since pivoted and are now proposing that they carry the "initial" burden and that the burden then shifts to the trainers. CTT has legitimate concerns about the tracks' proposal to carry the "initial" burden, which are discussed below. In contrast, CTT has consistently proposed that the tracks carry the burden of proving a trainer's alleged misconduct (one or more of the Bases for Exclusion) by a preponderance of the evidence. Preponderance of the evidence is **THE** universal standard of proof in every civil case (arbitration, administrative and civil litigation), and is in line with the 230 years of American jurisprudence holding that the party who is ***making*** the accusation should ***carry*** the burden of proof.

We note that CTT could easily have argued for "clear and convincing evidence" (rather than preponderance) because that is the standard CHRB itself uses for license revocations. As you know, revocations and exclusions

have the same *de facto* impact on the trainers: loss of their livelihood. CTT has proposed an even lower standard, which for some reason the tracks continue to resist.

CTT is, however, mindful that arbitrations over the propriety of an exclusion are different animals than lawsuits for money damages brought by trainers against the tracks. Given this difference, CTT has proposed the following:

> Burden of Proof. Track will carry the burden of substantiating its limitation or partial exclusion of Trainer by a preponderance of the evidence in any arbitration conducted under section 6, c. [*6, c is a references to expedited arbitration for less serious forms of discipline*] Track will carry the burden of substantiating its exclusion of Trainer by a preponderance of the evidence in any arbitration conducted under section 6, d. [*6, d is a reference to longer, more formal arbitration for full exclusions*] Trainer will carry the burden of proving any legal causes of action and claims for damages asserted against Track by a preponderance of the evidence.

As you can see, CTT therefore agrees that trainers who are suing the tracks should carry the burden of proving their cases. However, it makes no sense for the accused trainers to carry the burden of proof where the only issue to be decided is the propriety of the exclusion, which is tantamount to forcing the accused to exonerate himself, or being "presumed guilty until proven innocent." We note that the New York Racing Association has developed an ADR process whereby NYRA carries the burden of proof by a preponderance of the evidence. *See* NYRA Rule 12. It will be very hard for CTT to convince its members to accept an ADR process where they ultimately must exonerate themselves, when their colleagues in New York have the exact opposite.

Yesterday, the tracks proposed the following:

> Burden of Proof. PRA shall have the initial burden to establish that (A) it had a reasonable belief that one or more specified grounds existed, (B) it acted in good faith, (C) it acted on the basis of a fair and substantial reason, (D) it did not discriminate, and (E) the Adverse Action was not manifestly disproportionate to the grounds relied upon. Trainer may then present evidence to rebut those grounds or to support any affirmative claims.

In a nutshell, the tracks' proposal is very focused on itself, namely, whether *the track* had a reasonable belief, whether the *track* acted in good faith, or whether it acted with good reason. The tracks' proposal does not address the elephant in the courtroom, however, which is who carries the burden of proving ***the conduct*** that the tracks have asserted against the trainer? Under the tracks' proposal, they can make a serious allegation against a trainer, without any requirement to prove what they have alleged. Instead, they can make accusations, and then hide under the auspices of acting in good faith and acting reasonably, while the trainer, who almost always lacks financial resources and legal education, must then figure out a way to exonerate himself. If the trainer cannot prove himself innocent—even in the face of a false allegation—he will be excluded.

CTT has three other concerns with the tracks' proposal on burden of proof:

First, it is unclear to CTT what is intended by the word "initial." When would the burden actually shift to the trainer?

Second, the tracks appear to be tying their burden to the legal standard—as opposed to the bases for exclusion themselves. This makes no sense. The tracks should carry the burden of proving *the conduct* they claim satisfies one of the bases for exclusion. Tying the burden of proof to the legal standard avoids the fundamental issue at stake, which is whether the trainer did or did not engage in the improper conduct he/she is accused of.

Third, it remains unclear what quantum of evidence will be required, which leaves the arbitrator in a difficult position. (Under California law, preponderance of the evidence means the party making the allegations is required to prove is more likely to be true than not true, which means a greater than **50%** chance that the accused engaged in the conduct alleged. *See* California Civil Case Jury Instruction 200.)

The No-Third-Party-Beneficiary Clause

The tracks have proposed to include a provision in the RMA, which is the penultimate provision of the RMA, stating that trainers are **not** third party beneficiaries of the RMA. CTT has fundamental concerns with this proposal, including the fact that CTT is a mutual benefit corporation, which exists solely for the benefit of its members. Stated differently, CTT is composed of its members, and has no purpose beyond the interests of its members. In fact, the entire purpose of these negotiations has been to provide the trainers a fair and neutral arbitral process to defend themselves when faced with accusations of misconduct. Stating that the trainers are not beneficiaries of the RMA is the exact opposite of what both sides have been trying to achieve in these negotiations, and CTT is therefore puzzled why the tracks would be taking this position. The undisputed purpose of these negotiations is to provide a fair ADR process for the tracks and the trainers, not to provide an ADR process for the tracks *and CTT, which is not a party to the dispute*. How can a trainer not be an intended beneficiary of the RMA, and at the same time be asked to resolve any dispute with the tracks under the provisions of the very same RMA?

The Stall Application

Yesterday, the tracks proposed consents to arbitration and stall applications, which would be exhibits to the RMA. CTT is still studying these documents and reserves its right to raise its concerns with both of them. While CTT understands the need to have such documents in place, we believe the Stall Application should simply incorporate by reference the carefully negotiated

ADR process in the RMA. This is especially the case since both Golden Gate Fields and Del Mar have already concluded their stall application process for their Fall race meetings.

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Setting aside the above concerns, CTT believes the tracks and CTT have been negotiating in good faith and are making significant progress. We will continue to work with the tracks over the weekend and next week to close off any of the above issues, as well as continued harmonization of the new ADR process with the balance of the RMAs. If the parties are unable to resolve the above issues, we will be prepared to address them with the Board in Sacramento next week.

Best regards,

Alan F. Balch, CTT Executive Director

October 19, 2022

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

Re: CTT's Proposed Changes to the Race Meet Agreement

Dear Mr. Chaney,

Until we received the CTT's proposed agreement last Friday afternoon, we were, as we advised the Board in our submission, under the impression that the only point of disagreement between the parties was the "burden of proof" in any proceeding in which a trainer challenged the validity of the racetrack's decision to exclude or limit his or her participation in a meet. When we received the CTT's cover letter, we were surprised to learn for the first time that there is also a dispute regarding third-party beneficiary language. That issue, while the subject of a number of lawsuits recently (including one against the Board itself), was never mentioned during our negotiations with CTT over the past two-plus years.

Moreover, after carefully reviewing the CTT's proposed agreement, it is clear that there are in fact other areas of material disagreement between the parties that the CTT did not bother to highlight in its cover letter for any of us.

Below are the areas of disagreement created by the CTT in its proposed agreement.

Removal of No-Third Party Beneficiaries Provision

The agreement between the racing association and the CTT has always been an agreement just between those two parties—with there never being any intent that any third party would be able to rely upon or enforce the agreement. The CTT proposes that this long-standing arrangement be removed; and instead, apparently hopes to create a situation where over 100 different individuals could sue under the contract. This chaotic arrangement could lead to situations that are harmful to the racing association, the CTT, and individual trainers. The CTT would no longer be the one to decide if it wishes to challenge the racing association's conduct under the terms of the agreement it negotiated. That decision is now left up to over 100 different individuals that all have conflicting points of view and interests. Moreover, the rights asserted would apply to all terms, not just those relating to exclusion.

This late request conflicts with CHRB Rule 2043, which only allows "the contracting parties" to a race meet agreement to file a complaint with the Board if there is an alleged violation of any provision of the agreement. Rule 2043 makes clear that the contracting parties to

the race meet agreement are the CTT and the racing association. Individual trainers are not "contracting parties" and thus they are prohibited from filing a complaint or bringing an action alleging a breach of the race meet agreement under CHRB Rule 2043. CTT seeks to flip Rule 2043 on its head and create that right of action for the trainers through its proposed third party beneficiary language in the race meet agreement.

The agreement between the racing association and the individual trainer has always been the stall application. If the CTT wants to make sure that a particular right of its membership is protected, it should negotiate that protection into the stall application. To that end, we do agree that the final provisions relating to potential exclusion and arbitration need to be in future stall applications.

Removal of Exhibit A from the RMA

Exhibit A to the race meet agreement was a heavily negotiated component of the race meet agreement. Exhibit A served two functions: (1) It was part of the race meet agreement itself, and in fact, an integral component of the agreement; and (2) It was the language that the racing associations would use for its stall applications. It was a way for the CTT to be able to make sure that its membership is adequately protected.

Again, without previously raising the issue, CTT unilaterally removed Exhibit A from the race meet agreement. Instead, the CTT proposes to add a massive amount of language to Section 5 of the agreement, that is then supposed to be part of the stall application. This will lead to confusion. Why did the CTT not just update Exhibit A with the newly agreed up language? Why upend a critical part of the race meet agreement by removing the language at this late moment?

Stall Assignments

The race meet agreement previously stated that PRA only needs to provide the number of stalls as required by its license. The CTT has changed this requirement to now mandate that at least 1,500 stalls be made available, regardless of the number needed pursuant to the license granted to PRA.

The maximum number of stalls that may be allocated to any one trainer has also been changed unilaterally by CTT. PRA used to be able to allocate a maximum of 60 stalls, but if a trainer raced a lot, PRA could allocate 75 stalls. Now, however, CTT seeks to dictate that PRA can only allocate 60 stalls, regardless of the number of starts a trainer makes, unless after everyone gets 60, there are leftovers.

Also, PRA used to be open for free three days before and two days after a meet. The CTT eliminated the three/two requirement and proposed that PRA has to be open before and after the meet but has no timeframe.

Again, these late changes create an argument where we believed until this weekend that no issue existed.

Removal of "Default" Language

This provision essentially said that of a party is in breach, that breaching party cannot enforce any of its rights until the breaching party is no longer in breach. This language helps ensure that if a party is doing something wrong, that party cannot still benefit from the contract.

We know this process is frustrating, but these late changes by CTT without any prior notice create an unnecessary distraction from the real issue before the Board. Please let me know if you have any questions or wish to discuss any further.

Very Truly Yours,

Craig Fravel
Executive Vice-Chairman
1/ST Racing and Gaming

Josh Rubinstein
President
Del Mar Thoroughbred Club



Race Meet Agreement

FALL 2022

Between

Pacific Racing Association

And

California Thoroughbred Trainers

October 19, 2022 – December 20, 2022

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2022 Fall Race Meet Agreement
Golden Gate Fields & California Thoroughbred Trainers

This Agreement is entered into by and between Pacific Racing Association ("Track") and the California Thoroughbred Trainers, Inc. ("CTT") and becomes effective on October 19, 2022.

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. California Business and Professions Code Section 19613.1(b) states, the Trainers' organization shall generally be responsible for negotiating issues relating to the backstretch, track safety, and the welfare of backstretch employees.

C. CTT is the duly organized trainers' association recognized by Track and 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. CTT exists for the mutual benefit of its members, each of whom is an intended beneficiary of this Agreement.

D. Track and CTT, 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, CTT, and its members, and for the purpose of providing for an orderly and uniform method of dealing with issues involving the racetrack, track safety, the backstretch, and the welfare of trainers and other backstretch personnel, 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 CTT (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 commencing October 19, 2022 through December 20, 2022 (the "Term").

2. CTT Distributions.

a. Track shall pay to CTT during the Term the sums required by Section 19613(b) of the California Business & Professions Code. Specifically, Track shall pay one percent (1%) to CTT for the CTT Backstretch Employees' Retirement Savings Pension Plan and one-half percent (1/2%) to CTT, as required by law. The amounts payable to CTT pursuant to this provision may be referred to sometimes collectively as "CTT Distribution". Track shall also pay to CTT, in a timely fashion as may be established by normal industry practice or by general agreement of the Parties, all other statutory distributions due CTT including, without limitation, amounts payable pursuant to California Business & Professions Code section 19604. Purse money and commissions generated from Simulcasting shall be divided in accordance with the applicable provisions of the California Business and Professions Code.

b. The sums payable pursuant to this Section 3 shall be paid on Friday of each week during the Term; the final payment shall be made on or before 10 calendar days following the close of each individual race meet 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.

c. Track shall at anytime refrain from asserting, in any judicial or non-judicial proceeding at law or in equity or in a bankruptcy petition, any ownership interest in the disbursements set forth in this Section 3. Track acknowledges it acts as merely a conduit for the transfer of the monies and disbursements herein described for the benefit of CTT Distribution, and, as such, can claim no ownership interest of any sort in these monies.

3. Stall Applications.

a. It is hereby agreed that the following language is hereby incorporated into the "Stall Application," as that term is commonly used in the horseracing industry:

"In order to assure the protection of the public, to maintain and encourage confidence in the integrity of horse racing, and to safeguard the health and safety of human and equine participants, Applicant acknowledges that Applicant and Applicant's agents, employees, and affiliates have no expectation of privacy (which includes, but is not limited to, the continuous video surveillance) with respect to stalls and appurtenant facilities provided by Track other than living quarters. Track specially reserves the right to conduct searches of stall areas, offices, and tack rooms except for living quarters assigned to Applicant at any time.

Track may, in its discretion, establish rules, regulations, and security procedures that govern Applicant's participation in racing or training activities at Track or any auxiliary training facility. Track will consult with CTT prior to promulgating and new rules, regulations, and/or security procedures and prior to changing any existing rules, regulations, and/or security procedures.

Track will not conduct any independent or supplemental testing of horses at any time. All testing is under the sole authority of the CHRB. Any rules, regulations, or procedures enacted

pursuant hereto shall be in addition to and shall not supplant the rules and regulations of the CHRB.

Notwithstanding anything to the contrary herein, Track may enter and search living quarters so long as it has reasonable cause to believe that there is an activity taking place that is criminal, or a threat to the health or safety of other occupants of living quarters or a threat to the health or safety of the horses. Track agrees to notify CTT within 24 hours of any such entries.

Any and all disputes between Track and a Trainer shall be resolved in accordance with the Dispute Resolution process set forth in section 6 of this Race Meet Agreement. By signing the Stall Application, Trainer expressly consents to arbitration under section 7 of the Race Meet Agreement and waives their right to trial or legal determination by judge or jury."

4. Stall Assignments.

a. Track shall provide during each individual race meet which occurs during the Term, a minimum of 1,500 stalls in good condition for stabling. In the allocation and assignment of stall space for thoroughbreds, so long as Trainer is duly licensed, Track will not discriminate in any way against any Trainer in the allocation and assignment of stalls by reason of membership of any Trainer in the CTT, or by way of any arbitrary or capricious conduct by Track.

b. Each stall application shall refer to the particular horses for which stalls are requested and no substitution of horses shall be permitted without Track's prior consent.

c. Track agrees to use its commercially reasonable efforts to provide stalls to horses that are in a 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 Track's Racing Secretary has approved stalls. Stalls shall be assigned only to 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, or for Track's needs for access to such stalls for repairs, maintenance, and construction. CTT members shall cooperate with Track to provide reasonable access to occupied stalls for necessary repairs, maintenance, and construction. The name of any trainer not cooperating with reasonable access shall be provided to CTT within 24 hours of such non-cooperation. Track will assure that stalls being repaired will be substituted for by other stalls at Track's cost, if applicable. Prior to the stable area opening for occupancy, as set forth in subsection (f) below, and at any other time upon CTT's request, Track shall provide to CTT a detailed report (by barn and stall number) of all significant repairs and improvements accomplished within the prior 60 days. Track and CTT agree that structural and infrastructure repairs and maintenance to enhance equine and human safety shall have priority over other improvement projects.

d. 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, and taking into consideration the character of each individual race meet conducted during the Term, and the horses suitable for the holding of such race meet.

e. Track shall not allocate more than sixty (60) stalls to any one Trainer except as provided below. Following allocation of stalls which shall not exceed sixty (60) stalls 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 seventy-five (75) stalls to any one Trainer. 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. To the extent that Track allocates more than 60 stalls to any one Trainer based on the foregoing, Track agrees to immediately notify CTT of the actual number of stalls that have been allocated to such Trainer.

f. 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 prior to each individual race meet during the Term at no charge to horsemen.

g. Track further agrees to maintain and service the main track on a regular basis, including, without limitation, refurbishment of the existing synthetic track through and including, without limitation, addition of new polymers, fibers, and any additional component deemed by CTT and Track necessary for the proper upkeep of the main track. Notwithstanding the requirement for daily maintenance, Track shall refurbish the main track five (5) times per calendar year. The refurbishments, unless otherwise agreed to by both Track and CTT, occur in the same intervals as past practice.

h. Track agrees that the main 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.

5. Dispute Resolution.

a. Bases for Exclusion. Track's authority to make decisions in the ordinary course of business to limit or deny stalls based upon eligibility or quality of horses included in a stall application shall not be limited or affected by the provisions of this Agreement. Without limiting the foregoing, Track may reject a stall application in whole or in part, revoke a Trainer's stall assignments, refuse to accept any entry in any race from a Trainer, suspend or exclude a Trainer, or refuse the transfer of any entry from or to a Trainer ("each an Adverse Action") so long as Track reasonably believes that:

i. A horse under Trainer's care tested positive for a CHRB defined Class 1 through Class 3 drug substance;

ii. Trainer has engaged in conduct (or failed to take action) which compromises the health and/or safety of animal or human;

iii. Trainer does not have the fitness or competence to train thoroughbred racehorses;

iv. Trainer's conduct falls below the prevailing industry standard of care for training thoroughbred racehorses in California including, but not limited to, repeated material (meaning, not purely technical) or any serious violation(s) of track or regulatory protocols, rules, or regulations;

v. Trainer's conduct (or failure to take action) including serious misconduct unrelated to racing (for example, sexual or other harassment, domestic or other violence, theft, substance abuse, etc.) or Trainer's participation (continued or otherwise) in the meet, compromises the integrity of horse racing or is likely to cast horse racing or Track in a negative light; or

vi. Trainer has engaged in conduct (or failed to take action) which, or Trainer's continued participation, compromises the successful conduct or promotion of horse racing.

b. Legal Standard. Track's decision must (i) be made in good faith; (ii) supported by a fair or substantial reason; and (iii) not be discriminatory. Additionally, the Adverse Action taken against Trainer may not be manifestly disproportionate to the grounds relied upon for the Adverse Action taken.

6. Dispute Resolution Process.

a. Notice. Track will notify Trainer by letter (the "Letter"), electronically or by hand delivery, that Track is contemplating excluding Trainer or limiting their training or stall assignments (an "Adverse Decision"). The Letter will state the reasons why Trainer is being considered for exclusion or limitation and will simultaneously notify the CTT. The Letter will also inform Trainer that until a determination whether to exclude Trainer has been made, Trainer will not be permitted to enter any horses to race or to engage in any timed workouts. The Letter will also inform the Trainer that the Trainer will be required to vacate his or her stalls at the sooner of:

i. Three (3) days after the scheduled date of the Meeting if the Trainer does not attend the Meeting;

ii. Five (5) days after the Trainer received notice from Track that Track has considered the Trainer's defense and has decided to take action against the Trainer and the Trainer has not requested a Reconsideration Meeting (only in the case of SA and GGF as per ii(B));

iii. Three (3) days after receiving notice from Track that Track has considered the defenses in the Reconsideration Meeting and has not overturned the initial decision (in the case of SA and GGF as per ii(B));

iv. The date when all horses are required to have vacated their stalls (e.g., the end of the meet); or

v. Twenty-one (21) days from the date of the Letter.

b. Meet and Confer. Within five (5) calendar days of Trainer's receipt of the Letter or, provided that prior to the expiration of such five (5) calendar days Trainer requests additional time, at such later date as mutually agreed upon by Track and Trainer, Track will meet with Trainer about the proposed exclusion or limitation on racing and/or training, in the presence of CTT representative(s) (the "Meeting"). At the Meeting, the Trainer will be given the opportunity to respond to the Letter by presenting arguments, evidence, and if desired witnesses to testify in the Trainer's defense. Trainer's participation in the Meeting and Reconsideration Meeting is a prerequisite to Trainer being entitled to pursue any more formal dispute resolution as provided herein.

i. Reconsideration Meeting. If Track decides to take action against the Trainer, the Trainer may ask for Track to hold an additional meeting to reconsider the decision (the "Reconsideration Meeting"). The Reconsideration Meeting will be held within five (5) calendar days, or at such later date if requested by Trainer, of Track's receipt of notice that Trainer wishes to seek Reconsideration.

c. Limitations on Training and Brief Exclusions. For proposed exclusions or limitations on training or racing for a number of days that is less than the full duration (or full remaining dates) of the then-current race meet, and Trainer does not agree with Track's decision regarding the Adverse Action which Track has taken against Trainer, the parties will engage in an arbitration process as follows:

i. Trainer shall notify Track in writing that it wishes to formally challenge Track's Adverse Decision. Within two (2) business days of Track's receipt of Trainer's notification, Track and Trainer will meet and confer to try to agree upon the appointment of an Arbitrator. If the parties cannot agree on the Arbitrator, the Arbitrator will be appointed on the third business day by random lot, drawing from a pre-approved list of four (4) Arbitrators, which will be determined based on a striking and ranking process as follows:

A. Track and CTT will simultaneously exchange a list of five (5) proposed Arbitrator, for a total of ten (10).

B. Track and CTT will rank one another's proposed Arbitrator with one (1) being the highest ranking and five (5) being the lowest. Track and CTT may strike one Arbitrator from one another's lists. Track and CTT will then simultaneously exchange their rankings.

C. A group of four (4) Arbitrator will then be assembled based on each side's top two rankings of the remaining Arbitrators on one another's proposed lists.

D. The above list will be created before the commencement of the Race Meet.

ii. Track and Trainer will exchange all relevant documents within seven (7) calendar days of the appointment of the Arbitrator.

iii. There will be no other forms of discovery beyond document discovery, including depositions.

iv. The Arbitrator will convene a hearing within ten (10) calendar days of the appointment of the Arbitrator, provided, that the Arbitrator may for good cause extend the date of the hearing past ten (10) calendar days of the Arbitrator's appointment.

v. CTT may attend the hearing, but its assistance and participation, if any, will be determined by Trainer.

vi. The sole purpose of the hearing will be to determine whether the limitation or exclusion was proper under Sections 6(a) and (b). The hearing will be informal, with each side providing a concise summary of their positions. The Arbitrator may allow brief testimony from witnesses. The hearing will occur during the course of a single business day. The Arbitrator may choose whether to issue an oral statement of decision at the end of the hearing, or may instead issue a brief written statement of decision within two (2) business days after the conclusion of the hearing. Additionally, the Arbitrator shall resolve any claim seeking a determination of the validity, interpretation, applicability, enforceability, or scope of this agreement to arbitrate.

vii. The Arbitrator's statement of decision will be final and binding and will not be subject to further review or appeal. Track and Trainer expressly waive their right to litigate in court and to have a trial by judge or jury.

viii. The costs of the Arbitrator will be shared equally by Track and Trainer. However, if the Trainer can successfully demonstrate to the Arbitrator that Trainer is financially unable to pay the Arbitrator's fees, then Track shall pay such fees in their entirety, and any amount of Arbitration fees that Track paid on behalf of Trainer shall be repaid from any Arbitration Award awarded Trainer, if any.

ix. Each side will bear its own legal fees and costs. The Arbitrator shall not be entitled to award fees or costs to the prevailing party unless fees and costs are provided for by statute.

x. Except as otherwise required by law, the parties agree that the Arbitration shall be confidential and all conduct, statements, promises, offers, views and opinions, oral or written, made during the proceedings by any party or a party's agent, employee or attorney will remain confidential.

xi. Any judgment upon any award rendered by the Arbitrator may be entered in any state or federal court having jurisdiction thereof.

d. Arbitration. Any and all claims and disputes between Track and Trainer including, without limitation, claims based on contract, tort, equity, statute or rule (collectively, "Arbitration Claims"), other than those set forth in 6(d) above, shall be resolved through final

and binding arbitration between Track and Trainer before a neutral arbitrator instead of in a court by a judge or jury in accordance with the following provisions. Without limiting the foregoing, Arbitration Claims shall include any claim seeking a determination of the validity, interpretation, applicability, enforceability, or scope of this agreement to arbitrate. Track and Trainer agree that each of them expressly waive their right to sue or otherwise litigate in court and to have a trial by judge or jury. The Arbitration shall be conducted by JAMS and JAMS shall select a retired Federal or State Judge in the State of California, who has a background in complex business matters, to serve as the Arbitrator using its otherwise standard method for appointing an Arbitrator.

i. All Arbitration Claims will be administered by Judicial Arbitration Mediation Services, Inc. ("JAMS") pursuant to the JAMS Comprehensive Arbitration Rules & Procedures and in accordance with the Expedited Procedures, effective June 1, 2021 (the "JAMS Rules") and as modified by this agreement to arbitrate.

ii. The venue for the Arbitration shall be in the JAMS office located in the county in either Walnut Creek or San Francisco.

iii. The Arbitrator will commence a hearing within 180 days of Trainer's filing and receipt by JAMS of the Notice of Arbitration. The hearing will occur on consecutive days without interruption until completion, Saturdays, Sundays and Holidays excepted, and will not encompass more than five (5) full business days, unless otherwise extended by the Arbitrator based on good cause.

iv. CTT may attend the hearing, but its assistance and participation, if any, will be determined by Trainer.

v. Except as otherwise required by law, the parties agree that the Arbitration shall be confidential and all conduct, statements, promises, offers, views and opinions, oral or written, made during the proceedings by any party or a party's agent, employee or attorney will remain confidential.

vi. The parties will request that the Arbitrator issue a brief written statement of decision within ten (10) business days after the conclusion of the hearing, however, the Arbitrator on its own motion may take up to the 30 days to issue a decision per Rule 24. The Arbitrator's statement of decision will be final and binding absent appeal.

vii. The costs of the Arbitration will be shared equally by Track and Trainer. However, if the Trainer can successfully demonstrate to the Arbitrator that Trainer is financially unable to pay the Arbitrator's fees, then Track shall pay such fees in their entirety, and any amount of Arbitration fees that Track paid on behalf of Trainer shall be repaid from any Arbitration Award awarded Trainer, if any.

viii. Each side will bear its own legal fees and costs. The Arbitrator shall not be entitled to award fees or costs to the prevailing party unless fees and costs are provided for by an applicable statute.

ix. Any judgment upon any award rendered by the Arbitrator may be entered in any state or federal court having jurisdiction thereof.

e. Burden of Proof. Track will carry the burden of substantiating its limitation or partial exclusion of Trainer by a preponderance of the evidence in any arbitration conducted under section 8, c. Track will carry the burden of substantiating its exclusion of Trainer by a preponderance of the evidence in any arbitration conducted under section 8, d. Trainer will carry the burden of proving any legal causes of action and claims for damages asserted against Track by a preponderance of the evidence.

f. Emergency Relief. Nothing in section 7 shall prevent Track or a Trainer from seeking emergency relief in the form of a temporary restraining order or a preliminary injunction as set forth in Rule 2(c) of the JAMS Rules; provided, however, that any request for such relief must be in accordance with and meet the standards for granting a temporary restraining order as set forth in California law.

g. Appeal from Neutral's Ruling. Trainer or Track may appeal the Neutral's decision under the JAMS Optional Appeal Procedures, which require submission of the appeal within fourteen (14) calendar days after the Arbitrator's decision. Notwithstanding anything to the contrary contained in the JAMS Optional Appeal Procedures, the standard to be applied on appeal is whether the Arbitrator's decision was arbitrary or capricious.

h. Final Ruling. If the final ruling on any Adverse Decision results in upholding the Track's decision to suspend or exclude Trainer, the Trainer shall remove all of his/her horses, equipment and personnel from the Track's property or any approved auxiliary stabling and/or training facility within three (3) days of being notified to do so, if Trainer is has an of his/her horses, equipment and personnel on the Track's property or any approved auxiliary stabling and/or training facility at the time the ruling is issued.

i. Waiver of Right to Proceed in Court and Class Action Waiver. The parties agree that for any Arbitration Claim to be resolved by Arbitration, neither Trainer nor Track will be able to participate in a class action or class arbitration. Each party understands and agrees that by requiring each other to resolve all disputes through individual arbitration as provided for herein, **each party is waiving the right to a court or jury trial. ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ACTION, REPRESENTATIVE ACTION, CLASS ARBITRATION, OR ANY SIMILAR PROCEEDING**. No Neutral shall be entitled to consolidate the claims of multiple parties unless such parties share common ownership.

j. Survival. If any provision of the forgoing agreement to arbitrate is deemed invalid or otherwise unenforceable, it shall not invalidate the remaining portions thereof.

7. 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.

8. First Post Time. All Post times for each race meet which takes place during the Term must be submitted for approval of the CHRB in Track's initial application for license. Any changes in Post time following the opening of such race meet must be submitted to CHRB for their approval.

9. 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; and/or destruction of the racing plant of Track by fire or other casualty, and Track is thereby prevented from conducting one (1) or more days of scheduled thoroughbred racing, then sums otherwise payable by Track for the missed racing day shall not be due and payable.

10. 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.

11. Anti-Monopoly Provision.

a. Track acknowledges CTT'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, without first obtaining the consent of the CTT, which consent shall not be unreasonably withheld.

b. CTT 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. Accordingly, CTT 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, provided that CTT will be given a minimum 24-hour prior written notice by Track that a particular serviceman, supplier, or vendor will be denied further access or privileges to Track grounds or property. Notwithstanding anything to the contrary herein, Track shall have the right to enforce the provisions of its contract with WestWalk Inc. to be the exclusive provider of hot walking machines.

12. 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, or whose horse has competed or is scheduled to compete during the Term.

b. Track further agrees to issue to all CTT Board members, its President, Executive Director, and Deputy Directors, North and South, and General Counsel, VIP or "official" credentials for the Term, including but not limited to, an "official" pin and Turf Club, or equivalent, guest pass. All other CTT authorized personnel, CTT Pension Administrative Committee Members, and California Horsemen's Safety Alliance representatives, who are not trainers or otherwise covered herein, up to a maximum of five (5), shall receive an "official" pin.

13. Training/Stabling/Employee Housing Facilities.

a. At all times during the Term which Track is scheduled to be open for training, Track will cause the main track to be open for training at 6:15 a.m. (roof lights when necessary) and to remain open for training until 10:15 a.m., every day of the week, except Monday, when the Track shall be closed. The Track will be available for training six (6) days a week.

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

c. Notwithstanding subsections (a) and (b) above, upon seven (7) days' notice to CTT, Track may, in order to accommodate construction or other projects or activities: i) cancel training for the day or ii) limit the hours of training on such day.

d. 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 in which 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 and grass course or the entrance area to or from the main track and grass 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 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.

e. Track agrees, while horses are stabled at Track during the Term to have a manned, operating starting gate for training on the main track five (5) days per week.

f. Track and CTT agree that they shall work cooperatively to assess and remedy any conditions that may adversely affect the main track and grass course during the Term and while the main track and grass course are open for training during the Term. Track further agrees to use commercially reasonable efforts to maintain the main track and grass course, surrounding roads, and the barn area in good and safe condition.

g. While acknowledging that it is impossible to keep surfaces free of all rocks, it is the intent of the parties that Track will use commercially reasonable efforts to obtain and use materials on said surfaces that are free of rocks. In the absence of gross negligence, the Track shall not be liable for the presence of rocks.

h. It is agreed that maintenance and construction work will be restricted during training hours so as not to endanger horses and/or backstretch personnel. It is further agreed that the track and backstretch areas will be kept free of rocks and other injurious debris so long as practicable; and in the absence of gross negligence, the Track shall not be liable for the presence of rocks and other injurious debris.

i. Track shall maintain stabling and keep all stalls in good repair. Stalls shall be maintained in such condition that they are safe, useable, and promote the safety and health of the horses, and that of people who work with and have other contact with horses.

j. CTT will use its best efforts to inform Trainers to comply with all federal, state, and local laws, rules, codes, and ordinances. Without limiting the generality of the foregoing, all feed must be properly stored at all times. Track shall make available to CTT the guidelines for proper feed storage and other governmental requirements related to the backstretch. CTT shall be responsible for disseminating the guidelines to its members. Track shall also provide to CTT, immediately upon receipt thereof, any governmental notice relating to any issue on the backstretch so that CTT may work with Track and/or Trainer in addressing the issue. Track reserves all rights against an offending trainer in connection with any fine levied against Track by a governmental entity for the improper storage of feed.

k. Without approval of the other party, neither party shall make any rules or enforce any conditions that differ from those established by the CHRB.

14. Track Safety.

a. Within a reasonable time following its receipt by Track, not to exceed 72 hours, Track agrees to provide or otherwise make reasonably available to CTT for review, and to meet with CTT representatives at mutually agreeable times during the Term, or otherwise, to discuss, information concerning the soil or material composition, construction, engineering and remediation of Track's main track and turf course surface, including, without limitation, to the extent they exist and is in Track's possession, custody, or control, material laboratory analyses, consultant analyses, daily maintenance protocols and reports, and remediation recommendations. Track agrees to provide to CTT on an ongoing basis throughout the calendar year and as set forth above, including any time during which the Track may be closed for racing and/or stabling, including such weeks/months when racing is not conducted, any and all testing reports, data or recommendations done by, requested by, and/or provided to Track, the CHRB, Breeders' Cup or other entity. Track and CTT mutually agree to grant authorization to each other to obtain and to release to each other any information regarding track testing reports, data or recommendation in the custody, possession, or control of the CHRB, Breeders' Cup, or other entity, upon its receipt

by Track. CTT agrees to exercise its discretion regarding whether or not to disseminate any such reports received pursuant to this Agreement.

b. Track will make available all horse ambulance reports to CTT, as generated, and no later than on a weekly basis during each individual race meet which occurs during the Term.

c. Within a reasonable time following its receipt, not to exceed 72 hours, CTT agrees to provide or otherwise make reasonably available to Track for review, to the extent they exist and are in the possession, control, or custody of CTT, any material laboratory analyses, consultant analyses, daily maintenance protocols and reports, and remediation recommendations. Any CTT employee, agent, or person CTT causes to be on the main track or grass course must be licensed by the CHRB before said individual enters the main track grass course. Additionally, said individual shall follow and comply with all applicable laws, rules, and regulations. Moreover, CTT agrees to indemnify and hold harmless Track, Golden Gate Fields Land Holdings LLC, The Stronach Group, TSG Developments Investments Inc., TSG Developments Land Holdings Inc., and their respective affiliates, members, partners, shareholders, officers, directors, employee, attorneys, and agents from and against any and all claims, demands, suits, losses, damages, injuries, liabilities, costs and expenses, including reasonable attorneys fee, that arises as a result of said individual being on the main track or grass course. The preceding sentence does not pertain to Trainers, exercise riders, jockeys, or grooms performing their regular duties relating to training.

15. Signage & Trainer's Proprietary Rights.

a. Track agrees that should it desire to utilize the name, image, or likeness of a particular Trainer for a promotional or commercial purpose, other than the promotion of live racing or simulcasting, and wagering on the outcome thereof, e.g., the sale of merchandise bearing the name or likeness of a Trainer, Track shall contact the individual Trainer and obtain their consent, and if necessary and appropriate, reasonably compensate said Trainer or Trainers for the use of such name, image, or likeness.

b. Track agrees to place a CTT sign in a reasonably prominent location, of Track's choosing after consultation with CTT, at Track.

16. Fire and Disaster Insurance.

a. Track is not responsible for the purchase of any insurance policy covering horses and/or property owned by the members of the CTT. 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 CTT which are stabled or located at Track, Santa Anita Park, Del Mar, Los Alamitos (Thoroughbred), or San Luis Rey Training Center, 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).

b. If an insurance policy is acquired pursuant to subsection (a) above, the amount recovered by an owner under this insurance policy shall be credited as an offset to the liability of Track, if any.

17. CTT Covenants. During the Term, and as long as Track is not in violation of the terms of this Agreement or of applicable law, CTT will not instigate, promote, encourage, or engage in any boycott of any race or race meet that occurs during the Term (except and in the event the track is unsafe for racing) conducted by Track while this Agreement is in force and effect.

18. Track Covenants. During the Term, and as long as CTT is not in violation of the terms of this Agreement or of applicable law, Track shall recognize CTT as the official organization representing the Trainers during the Term and shall not participate in any action, claim, or proceeding seeking the de-certification of the CTT as the official and exclusive representative of California thoroughbred Trainers, nor will Track engage in a lockout of CTT members.

19. Mutuality.

a. Track and CTT 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 the high standards of fairness, inclusion, communication, and honesty.

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

c. A Horsemen-Management Committee shall be created, composed of such members of the CTT as they may designate and administrative officials to be designated by Track. All matters concerning problems of the Parties in regards to conditions of the racetrack, the backside, and the health, welfare, and safety of the horses, the Trainers, or their employees, and stabling and vanning, will be referred to this committee in an effort to amicably and equitably adjust and resolve any problems which may arise. The Parties herein shall prepare and agree to a monthly meeting schedule during which grievances and any other issues may be discussed and resolved. If each Party notifies the other that no issues will be agendized for the upcoming monthly meeting, the Parties may mutually cancel that monthly meeting. The Horsemen-Management Committee shall have no role in any issue that deals with the exclusion of a Trainer.

d. The Parties will endeavor in good faith to discuss (whether at the monthly meetings described in subsection (c) above or otherwise) any significant changes, modifications, or improvements to the racing facilities, racing schedule, or backstretch conditions.

20. Inconsistent Language. When the language in the Condition Book, Stall Application, stakes nomination forms, proposed stakes book for an upcoming individual meet which occurs during the Term, 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.

21. Notice. Notices required to be given under this Assignment shall be sent by certified mail, return receipt requested, postage prepaid at the address set forth below, or by email:

If to Track:

David Duggan
Golden Gate Fields
1100 Eastshore Highway
Berkeley, CA 94710
David.Duggan@goldengatefields.com

With a copy to:

Eric Sindler
c/o Santa Anita Park
285 W. Huntington Drive
Arcadia, CA 91007
eric.sindler@monarchmgmt.com

If to CTT:

Alan F. Balch
Executive Director
California Thoroughbred Trainers
P.O. Box 660039
Arcadia, CA 91006-0039
afbalch@gmail.com

22. 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 hereto. 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. 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).

c. 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 dispute between Track and CTT will be resolved in the Superior Court of California for the County of Alameda, unless the parties agree to arbitrate.

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 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.

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. 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 at any time during the pendency or upon termination of this Agreement, and the parties hereto shall not be deemed to waive or abridge any rights, claims or privileges at any time during or after the term of this Agreement

[Signatures follow]

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

Pacific Racing Association

By:_____

David Duggan

President

Date:_____

California Thoroughbred Trainers, Inc.

By:_____

Alan F. Balch

Executive Director

Date:_____

Race Meet Agreement

FALL 2022

Between

Del Mar Thoroughbred Club

And

California Thoroughbred Trainers

November 9, 2022 – December 6, 2022

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2022 Fall Race Meet Agreement
Del Mar Thoroughbred Club & California Thoroughbred Trainers

This Agreement is entered into by and between Del Mar Thoroughbred Club ("Track") and the California Thoroughbred Trainers, Inc. ("CTT") and becomes effective on November 9, 2022.

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. California Business and Professions Code Section 19613.1(b) states, the Trainers' organization shall generally be responsible for negotiating issues relating to the backstretch, track safety, and the welfare of backstretch employees.

C. CTT is the duly organized trainers' association recognized by Track and 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. CTT exists for the mutual benefit of its members, each of whom is an intended beneficiary of this Agreement.

D. Track and CTT, 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, CTT, and its members, and for the purpose of providing for an orderly and uniform method of dealing with issues involving the racetrack, track safety, the backstretch, and the welfare of trainers and other backstretch personnel, 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 CTT (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 meeting conducted by Track under license from the CHRB for the period commencing November 9, 2022 through December 6, 2022 (the "Term").

PREVIOUS SECTION 2, PURSE PROJECTIONS, OBSOLETE AND REMOVED.

2. CTT Distributions.

a. Track shall pay to CTT during the Term the sums required by Section 19613(b) of the California Business & Professions Code. Specifically, Track shall pay one percent (1%) to CTT for the CTT Backstretch Employees' Retirement Savings Pension Plan and one-half percent (1/2%) to CTT, as required by law. The amounts payable to CTT pursuant to this provision may be referred to sometimes collectively as "CTT Distribution". Track shall also pay to CTT, in a timely fashion as may be established by normal industry practice or by general agreement of the Parties, all other statutory distributions due CTT including, without limitation, amounts payable pursuant to California Business & Professions Code section 19604. Purse money and commissions generated from Simulcasting shall be divided in accordance with the applicable provisions of the California Business and Professions Code.

b. The sums payable pursuant to this Section 3 shall be paid on Friday of each week during the Term; the final payment shall be made on or before 10 calendar days following the close of each individual race meet 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.

c. Track shall at anytime refrain from asserting, in any judicial or non-judicial proceeding at law or in equity or in a bankruptcy petition, any ownership interest in the disbursements set forth in this Section 3. Track acknowledges it acts as merely a conduit for the transfer of the monies and disbursements herein described for the benefit of CTT Distribution, and, as such, can claim no ownership interest of any sort in these monies.

PREVIOUS SECTION 4, CONDITION BOOK, OBSOLETE AND REMOVED.

3. Stall Applications. [Significantly revised.]

a. It is hereby agreed that the following language is hereby incorporated into the "Stall Application," as that term is commonly used in the horseracing industry:

"In order to assure the protection of the public, to maintain and encourage confidence in the integrity of horse racing, and to safeguard the health and safety of human and equine participants, Applicant acknowledges that Applicant and Applicant's agents, employees, and affiliates have no expectation of privacy (which includes, but is not limited to, the continuous video surveillance) with respect to stalls and appurtenant facilities provided by Track other than living quarters. Track specially reserves the right to conduct searches of stall areas, offices, and tack rooms except for living quarters assigned to Applicant at any time.

"Track may, in its discretion, establish rules, regulations, and security procedures that govern Applicant's participation in racing or training activities at Track or any auxiliary training facility. Track will consult with CTT prior to promulgating and new rules, regulations, and/or security procedures and prior to changing any existing rules, regulations, and/or security procedures.

"Track will not conduct any independent or supplemental testing of horses at any time. All testing is under the sole authority of the CHRB. Any rules, regulations, or procedures enacted pursuant hereto shall be in addition to and shall not supplant the rules and regulations of the CHRB.

"Notwithstanding anything to the contrary herein, Track may enter and search living quarters so long as it has reasonable cause to believe that there is an activity taking place that is criminal, or a threat to the health or safety of other occupants of living quarters or a threat to the health or safety of the horses. Track agrees to notify CTT within 24 hours of any such entries.

"Any and all disputes between Track and a Trainer shall be resolved in accordance with the Dispute Resolution process set forth in section 6 of this Race Meet Agreement. By signing the Stall Application, Trainer expressly consents to arbitration under section 7 of the Race Meet Agreement and waives their right to trial or legal determination by judge or jury."

4. Stall Assignments. [Significantly revised.]

a. Track shall provide during each individual race meet which occurs during the Term, a minimum of 3,200 stalls in good condition for stabling. In the allocation and assignment of stall space for thoroughbreds, so long as Trainer is duly licensed, Track will not discriminate in any way against any Trainer in the allocation and assignment of stalls by reason of membership of any Trainer in the CTT, or by way of any arbitrary or capricious conduct by Track.

b. Each stall application shall refer to the particular horses for which stalls are requested and no substitution of horses shall be permitted without Track's prior consent.

c. Track agrees to use its commercially reasonable efforts to provide stalls to horses that are in a 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 Track's Racing Secretary has approved stalls. Stalls shall be assigned only to 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, or for Track's needs for access to such stalls for repairs, maintenance, and construction. CTT members shall cooperate with Track to provide reasonable access to occupied stalls for necessary repairs, maintenance, and construction. The name of any trainer not cooperating with reasonable access

shall be provided to CTT within 24 hours of such non-cooperation. Track will assure that stalls being repaired will be substituted for by other stalls at Track's cost, if applicable. Prior to the stable area opening for occupancy, as set forth in subsection (f) below, and at any other time upon CTT's request, Track shall provide to CTT a detailed report (by barn and stall number) of all significant repairs and improvements accomplished within the prior 60 days. Track and CTT agree that structural and infrastructure repairs and maintenance to enhance equine and human safety shall have priority over other improvement projects.

d. 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, and taking into consideration the character of each individual race meet conducted during the Term, and the horses suitable for the holding of such race meet.

e. Track shall not allocate more than forty (40) stalls to any one Trainer except as provided below. Following allocation of stalls which shall not exceed forty (40) stalls 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. 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 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. To the extent that Track allocates more than 40 stalls to any one Trainer based on the foregoing, Track agrees to immediately notify CTT of the actual number of stalls that have been allocated to such Trainer.

f. 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 prior to each individual race meet during the Term at no charge to horsemen.

g. Track agrees that the main track will be open, available and in condition for training at no charge to horsemen during the Term in accordance with the Stabling Agreement.

5. Dispute Resolution. [New language in Sections 5 & 6, to be checked carefully.]

a. Bases for Exclusion. Track's authority to make decisions in the ordinary course of business to limit or deny stalls based upon eligibility or quality of horses included in a stall application shall not be limited or affected by the provisions of this Agreement. Without limiting the foregoing, Track may reject a stall application in whole or in part, revoke a Trainer's

stall assignments, refuse to accept any entry in any race from a Trainer, suspend or exclude a Trainer ("each an Adverse Action") so long as Track reasonably believes that:

i. A horse under Trainer's care tested positive for a CHRB defined Class 1 through Class 3 drug substance;

ii. Trainer has engaged in conduct (or failed to take action) which compromises the health and/or safety of animal or human;

iii. Trainer does not have the fitness or competence to train thoroughbred racehorses;

iv. Trainer's conduct falls below the prevailing industry standard of care for training thoroughbred racehorses in California;

v. Trainer has committed serious, or repeated material (meaning, not purely technical), violation(s) of regulatory protocols, rules, or regulations, or serious, or repeated material (meaning, not purely technical), violation(s) of track protocols, rules, or regulations, provided such track protocol, rule, or regulation does not conflict with any CHRB rule or the Horse Racing Integrity and Safety Act of 2020;

vi. Trainer's conduct (or failure to take action) including serious misconduct unrelated to racing (for example, sexual or other harassment, domestic or other violence, theft, substance abuse, etc.) or Trainer's participation (continued or otherwise) in the meet, compromises the integrity of horse racing or is likely to cast horse racing or Track in a negative light; or

vii. Trainer has engaged in conduct (or failed to take action) which, or Trainer's continued participation, compromises the successful conduct or promotion of horse racing.

b. Legal Standard. Track's decision must (i) be made in good faith; (ii) supported by a fair or substantial reason; and (iii) not be discriminatory. Additionally, the Adverse Action taken against Trainer may not be manifestly disproportionate to the grounds relied upon for the Adverse Action taken.

6. Dispute Resolution Process.

a. Notice. Track will notify Trainer by letter (the "Letter"), electronically or by hand delivery, that Track is contemplating excluding Trainer or limiting their training or stall assignments (an "Adverse Decision"). The Letter will state the reasons why Trainer is being considered for exclusion or limitation and will simultaneously notify the CTT. The Letter will also inform Trainer that until a determination whether to exclude Trainer has been made, Trainer

will not be permitted to enter any horses to race or to engage in any timed workouts. The Letter will also inform the Trainer that the Trainer will be required to vacate his or her stalls at the sooner of:

i. Three (3) days after the scheduled date of the Meeting if the Trainer does not attend the Meeting;

ii. Five (5) days after the Trainer received notice from Track that Track has considered the Trainer's defense and has decided to take action against the Trainer and the Trainer has not requested a Reconsideration Meeting (only in the case of SA and GGF as per ii(B));

iii. Three (3) days after receiving notice from Track that Track has considered the defenses in the Reconsideration Meeting and has not overturned the initial decision (in the case of SA and GGF as per ii(B));

iv. The date when all horses are required to have vacated their stalls (e.g., the end of the meet); or

v. Twenty-one (21) days from the date of the Letter.

b. Meet and Confer. Within five (5) calendar days of Trainer's receipt of the Letter or, provided that prior to the expiration of such five (5) calendar days Trainer requests additional time, at such later date as mutually agreed upon by Track and Trainer, Track will meet with Trainer about the proposed exclusion or limitation on racing and/or training, in the presence of CTT representative(s) (the "Meeting"). At the Meeting, the Trainer will be given the opportunity to respond to the Letter by presenting arguments, evidence, and if desired witnesses to testify in the Trainer's defense. Trainer's participation in the Meeting and Reconsideration Meeting is a prerequisite to Trainer being entitled to pursue any more formal dispute resolution as provided herein.

i. Reconsideration Meeting. [REMOVED FOR DEL MAR]

c. Limitations on Training and Brief Exclusions. For proposed exclusions or limitations on training or racing for a number of days that is less than the full duration (or full remaining dates) of the then-current race meet, and Trainer does not agree with Track's decision regarding the Adverse Action which Track has taken against Trainer, the parties will engage in an arbitration process as follows:

i. Trainer shall notify Track in writing that it wishes to formally challenge Track's Adverse Decision. Within two (2) business days of Track's receipt of Trainer's notification, Track and Trainer will meet and confer to try to agree upon the appointment of an Arbitrator. If the parties cannot agree on the Arbitrator, the Arbitrator will be appointed on the third business day by random lot, drawing from a pre-approved list of four (4) Arbitrators, which will be determined based on a striking and ranking process as follows:

A. Track and CTT will simultaneously exchange a list of five (5) proposed Arbitrators, for a total of ten (10).

B. Track and CTT will rank one another's proposed Arbitrator with one (1) being the highest ranking and five (5) being the lowest. Track and CTT may strike one Arbitrator from one another's lists. Track and CTT will then simultaneously exchange their rankings.

C. A group of four (4) Arbitrators will then be assembled based on each side's top two rankings of the remaining Arbitrators on one another's proposed lists.

D. The above list will be created before the commencement of the Race Meet.

ii. Track and Trainer will exchange all relevant documents within seven (7) calendar days of the appointment of the Arbitrator.

iii. There will be no other forms of discovery beyond document discovery, including depositions.

iv. The Arbitrator will convene a hearing within ten (10) calendar days of the appointment of the Arbitrator, provided, that the Arbitrator may for good cause extend the date of the hearing past ten (10) calendar days of the Arbitrator's appointment.

v. CTT may attend the hearing, but its assistance and participation, if any, will be determined by Trainer.

vi. The sole purpose of the hearing will be to determine whether the limitation or exclusion was proper under Sections 5(a) and (b). The hearing will be informal, with each side providing a concise summary of their positions. The Arbitrator may allow brief testimony from witnesses. The hearing will occur during the course of a single business day. The Arbitrator may choose whether to issue an oral statement of decision at the end of the hearing, or may instead issue a brief written statement of decision within two (2) business days after the conclusion of the hearing. Additionally, the Arbitrator shall resolve any claim seeking a determination of the validity, interpretation, applicability, enforceability, or scope of this agreement to arbitrate.

vii. The Arbitrator's statement of decision will be final and binding and will not be subject to further review or appeal. Track and Trainer expressly waive their right to litigate in court and to have a trial by judge or jury.

viii. The costs of the Arbitrator will be shared equally by Track and Trainer. However, if the Trainer can successfully demonstrate to the Arbitrator that Trainer is financially unable to pay the Arbitrator's fees, then Track shall pay such fees in their entirety,

and any amount of Arbitration fees that Track paid on behalf of Trainer shall be repaid from any Arbitration Award awarded Trainer, if any.

ix. Each side will bear its own legal fees and costs. The Arbitrator shall not be entitled to award fees or costs to the prevailing party unless fees and costs are provided for by statute.

x. Except as otherwise required by law, the parties agree that the Arbitration shall be confidential and all conduct, statements, promises, offers, views and opinions, oral or written, made during the proceedings by any party or a party's agent, employee or attorney will remain confidential.

xi. Any judgment upon any award rendered by the Arbitrator may be entered in any state or federal court having jurisdiction thereof.

d. Arbitration. Any and all claims and disputes between Track and Trainer including, without limitation, claims based on contract, tort, equity, statute or rule (collectively, "Arbitration Claims"), other than those set forth in 5 (c) above, shall be resolved through final and binding arbitration between Track and Trainer before a neutral arbitrator instead of in a court by a judge or jury in accordance with the following provisions. Without limiting the foregoing, Arbitration Claims shall include any claim seeking a determination of the validity, interpretation, applicability, enforceability, or scope of this agreement to arbitrate. Track and Trainer agree that each of them expressly waive their right to sue or otherwise litigate in court and to have a trial by judge or jury. The Arbitration shall be conducted by JAMS and JAMS shall select a retired Federal or State Judge in the State of California, who has a background in complex business matters, to serve as the Arbitrator using its otherwise standard method for appointing an Arbitrator.

i. All Arbitration Claims will be administered by Judicial Arbitration Mediation Services, Inc. ("JAMS") pursuant to the JAMS Comprehensive Arbitration Rules & Procedures and in accordance with the Expedited Procedures, effective June 1, 2021 (the "JAMS Rules") and as modified by this agreement to arbitrate.

ii. The venue for the Arbitration shall be in the JAMS office located in San Diego.

iii. The Arbitrator will commence a hearing within 180 days of Trainer's filing and receipt by JAMS of the Notice of Arbitration. The hearing will occur on consecutive days without interruption until completion, Saturdays, Sundays and Holidays excepted, and will not encompass more than five (5) full business days, unless otherwise extended by the Arbitrator based on good cause.

iv. CTT may attend the hearing, but its assistance and participation, if any, will be determined by Trainer.

v. Except as otherwise required by law, the parties agree that the Arbitration shall be confidential and all conduct, statements, promises, offers, views and opinions, oral or written, made during the proceedings by any party or a party's agent, employee or attorney will remain confidential.

vi. The parties will request that the Arbitrator issue a brief written statement of decision within ten (10) business days after the conclusion of the hearing, however, the Arbitrator on its own motion may take up to the 30 days to issue a decision per Rule 24. The Arbitrator's statement of decision will be final and binding absent appeal.

vii. The costs of the Arbitration will be shared equally by Track and Trainer. However, if the Trainer can successfully demonstrate to the Arbitrator that Trainer is financially unable to pay the Arbitrator's fees, then Track shall pay such fees in their entirety, and any amount of Arbitration fees that Track paid on behalf of Trainer shall be repaid from any Arbitration Award awarded Trainer, if any.

viii. Each side will bear its own legal fees and costs. The Arbitrator shall not be entitled to award fees or costs to the prevailing party unless fees and costs are provided for by an applicable statute.

ix. Any judgment upon any award rendered by the Arbitrator may be entered in any state or federal court having jurisdiction thereof.

e. Burden of Proof. Track will carry the burden of substantiating its limitation or partial exclusion of Trainer by a preponderance of the evidence in any arbitration conducted under section 6, c. Track will carry the burden of substantiating its exclusion of Trainer by a preponderance of the evidence in any arbitration conducted under section 6, d. Trainer will carry the burden of proving any legal causes of action and claims for damages asserted against Track by a preponderance of the evidence.

f. Emergency Relief. Nothing in section 6 shall prevent Track or a Trainer from seeking emergency relief in the form of a temporary restraining order or a preliminary injunction as set forth in Rule 2(c) of the JAMS Rules; provided, however, that any request for such relief must be in accordance with and meet the standards for granting a temporary restraining order as set forth in California law.

g. Appeal from Neutral's Ruling. Trainer or Track may appeal the Neutral's decision under the JAMS Optional Appeal Procedures, which require submission of the appeal within fourteen (14) calendar days after the Arbitrator's decision. Notwithstanding anything to the contrary contained in the JAMS Optional Appeal Procedures, the standard to be applied on appeal is whether the Arbitrator's decision was arbitrary or capricious.

h. Final Ruling. If the final ruling on any Adverse Decision results in upholding the Track's decision to suspend or exclude Trainer, the Trainer shall remove all of his/her horses, equipment and personnel from the Track's property or any approved auxiliary

stabling and/or training facility within three (3) days of being notified to do so, if Trainer has any of his/her horses, equipment and personnel on the Track's property or any approved auxiliary stabling and/or training facility at the time the ruling is issued.

i. Waiver of Right to Proceed in Court and Class Action Waiver. The parties agree that for any Arbitration Claim to be resolved by Arbitration, neither Trainer nor Track will be able to participate in a class action or class arbitration. Each party understands and agrees that by requiring each other to resolve all disputes through individual arbitration as provided for herein, **each party is waiving the right to a court or jury trial. ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ACTION, REPRESENTATIVE ACTION, CLASS ARBITRATION, OR ANY SIMILAR PROCEEDING**. No Neutral shall be entitled to consolidate the claims of multiple parties unless such parties share common ownership.

j. Survival. If any provision of the forgoing agreement to arbitrate is deemed invalid or otherwise unenforceable, it shall not invalidate the remaining portions thereof.

7. 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.

8. First Post Time. All Post times for each race meet which takes place during the Term must be submitted for approval of the CHRB in Track's initial application for license. Any changes in Post time following the opening of such race meet must be submitted to CHRB for their approval.

9. 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; and/or destruction of the racing plant of Track by fire or other casualty, and Track is thereby prevented from conducting one (1) or more days of scheduled thoroughbred racing, then sums otherwise payable by Track for the missed racing day shall not be due and payable.

10. Stabling at and Vanning from Auxiliary Stabling Facilities. Prior to the opening of its 2022 Fall Meet, Track shall notify the California Horse Racing Board and CTT that Santa Anita, Los Alamitos, and San Luis Rey Downs, will be acceptable to Track as auxiliary stabling facilities, so long as each facility is recognized as an approved training facility by the CHRB.

Track agrees it will provide auxiliary stall applications for horses to be stabled at auxiliary stabling facilities well in advance of the opening of Track's race meeting. Said auxiliary stalls shall be made available without cost to horsemen, pursuance to Section 19535 of the California Horse Racing Law.

Track agrees to provide an official vet at offsite stabling sites at reasonable intervals to allow trainers to work horses for removal from Vet's List.

11. 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.

12. Anti-Monopoly Provision.

a. Track acknowledges CTT'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, without first obtaining the consent of the CTT, which consent shall not be unreasonably withheld.

b. CTT 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. Accordingly, CTT 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, provided that CTT will be given a minimum 24-hour prior written notice by Track that a particular serviceman, supplier, or vendor will be denied further access or privileges to Track grounds or property. Notwithstanding anything to the contrary herein, horsemen shall have the right to use their own hot-walking machines or acquire hot-walking machines from any source they may determine.

13. 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, or whose horse has competed or is scheduled to compete during the Term.

b. Track further agrees to issue to all CTT Board members, its President, Executive Director, and Deputy Directors, North and South, and General Counsel, VIP or "official" credentials for the Term, including but not limited to, an "official" pin and Turf Club, or equivalent, guest pass. All other CTT authorized personnel, CTT Pension Administrative Committee Members, and California Horsemen's Safety Alliance representatives, who are not trainers or otherwise covered herein, up to a maximum of five (5), shall receive an "official" pin.

14. Training/Stabling/Employee Housing Facilities.

a. At all times during the Term which Track is scheduled to be open for training, Track will cause the main track to be open for training at 5:30 a.m. (roof lights when necessary) and to remain open for training until 9:30 a.m., every day of the week, except Tuesdays, when the Track shall be closed. The Track will be available for training six (6) days a week.

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

c. Notwithstanding subsections (a) and (b) above, upon seven (7) days' notice to CTT, Track may, in order to accommodate construction or other projects or activities: i) cancel training for the day or ii) limit the hours of training on such day.

d. 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 in which 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 and grass course or the entrance area to or from the main track and grass 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 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.

e. Track agrees, while horses are stabled at Track during the Term to have a manned, operating starting gate for training on the main track five (5) days per week.

f. Track and CTT agree that they shall work cooperatively to assess and remedy any conditions that may adversely affect the main track and grass course during the Term and while the main track and grass course are open for training during the Term. Track further agrees to use commercially reasonable efforts to maintain the main track and grass course, surrounding roads, and the barn area in good and safe condition.

g. While acknowledging that it is impossible to keep surfaces free of all

rocks, it is the intent of the parties that Track will use commercially reasonable efforts to obtain and use materials on said surfaces that are free of rocks. In the absence of gross negligence, the Track shall not be liable for the presence of rocks.

h. It is agreed that maintenance and construction work will be restricted during training hours so as not to endanger horses and/or backstretch personnel. It is further agreed that the track and backstretch areas will be kept free of rocks and other injurious debris so long as practicable; and in the absence of gross negligence, the Track shall not be liable for the presence of rocks and other injurious debris.

i. Track shall maintain stabling and keep all stalls in good repair. Stalls shall be maintained in such condition that they are safe, useable, and promote the safety and health of the horses, and that of people who work with and have other contact with horses.

j. CTT will use its best efforts to inform Trainers to comply with all federal, state, and local laws, rules, codes, and ordinances. Without limiting the generality of the foregoing, all feed must be properly stored at all times. Track shall make available to CTT the guidelines for proper feed storage and other governmental requirements related to the backstretch. CTT shall be responsible for disseminating the guidelines to its members. Track shall also provide to CTT, immediately upon receipt thereof, any governmental notice relating to any issue on the backstretch so that CTT may work with Track and/or Trainer in addressing the issue. Track reserves all rights against an offending trainer in connection with any fine levied against Track by a governmental entity for the improper storage of feed.

k. Without approval of the other party, neither party shall make any rules or enforce any conditions that differ from those established by the CHRB.

l. Track, at its discretion, agrees to reimburse CTT a reasonable amount, to be determined by the parties, for staffing of the backstretch recreation hall and for backstretch education programs, as well as Thanksgiving hospitality for the backstretch community.

15. Track Safety.

a. Within a reasonable time following its receipt by Track, not to exceed 72 hours, Track agrees to provide or otherwise make reasonably available to CTT for review, and to meet with CTT representatives at mutually agreeable times during the Term, or otherwise, to discuss, information concerning the soil or material composition, construction, engineering and remediation of Track's main track and turf course surface, including, without limitation, to the extent they exist and is in Track's possession, custody, or control, material laboratory analyses, consultant analyses, daily maintenance protocols and reports, and remediation recommendations. Track agrees to provide to CTT on an ongoing basis throughout the calendar year and as set forth above, including any time during which the Track may be closed for racing and/or stabling,

including such weeks/months when racing is not conducted, any and all testing reports, data or recommendations done by, requested by, and/or provided to Track, the CHRB, Breeders' Cup or other entity. Track and CTT mutually agree to grant authorization to each other to obtain and to release to each other any information regarding track testing reports, data or recommendation in the custody, possession, or control of the CHRB, Breeders' Cup, or other entity, upon its receipt by Track. CTT agrees to exercise its discretion regarding whether or not to disseminate any such reports received pursuant to this Agreement.

b. Track will make available all horse ambulance reports to CTT, as generated, and no later than on a weekly basis during each individual race meet which occurs during the Term.

16. Signage & Trainer's Proprietary Rights.

a. Track agrees that should it desire to utilize the name, image, or likeness of a particular Trainer for a promotional or commercial purpose, other than the promotion of live racing or simulcasting, and wagering on the outcome thereof, e.g., the sale of merchandise bearing the name or likeness of a Trainer, Track shall contact the individual Trainer and obtain their consent, and if necessary and appropriate, reasonably compensate said Trainer or Trainers for the use of such name, image, or likeness.

b. Track and CTT agree that CTT shall have the right to place signs and/or logos of comparable size and design to Thoroughbred Owners' of California (TOC) signs at or near the location provided to TOC for placement of signs and/or logos.

16. Fire and Disaster Insurance.

a. Track is not responsible for the purchase of any insurance policy covering horses and/or property owned by the members of the CTT. 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 CTT which are stabled or located at Track, Santa Anita Park, Del Mar, Los Alamitos (Thoroughbred), or San Luis Rey Training Center, 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).

b. If an insurance policy is acquired pursuant to subsection (a) above, the amount recovered by an owner under this insurance policy shall be credited as an offset to the liability of Track, if any.

17. CTT Covenants. During the Term, and as long as Track is not in violation of the terms of this Agreement or of applicable law, CTT will not instigate, promote, encourage, or

engage in any boycott of any race or race meet that occurs during the Term (except and in the event the track is unsafe for racing) conducted by Track while this Agreement is in force and effect.

18. Track Covenants. During the Term, and as long as CTT is not in violation of the terms of this Agreement or of applicable law, Track shall recognize CTT as the official organization representing the Trainers during the Term and shall not participate in any action, claim, or proceeding seeking the de-certification of the CTT as the official and exclusive representative of California thoroughbred Trainers, nor will Track engage in a lockout of CTT members.

19. Mutuality of Interest.

a. Track and CTT 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 the high standards of fairness, inclusion, communication, and honesty.

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

c. A Horsemen-Management Committee shall be created, composed of such members of the CTT as they may designate and administrative officials to be designated by Track. All matters concerning problems of the Parties in regards to conditions of the racetrack, the backside, and the health, welfare, and safety of the horses, the Trainers, or their employees, and stabling and vanning, will be referred to this committee in an effort to amicably and equitably adjust and resolve any problems which may arise. The Parties herein shall prepare and agree to a monthly meeting schedule during which grievances and any other issues may be discussed and resolved. If each Party notifies the other that no issues will be agendized for the upcoming monthly meeting, the Parties may mutually cancel that monthly meeting. The Horsemen-Management Committee shall have no role in any issue that deals with the exclusion of a Trainer.

d. The Parties will endeavor in good faith to discuss (whether at the monthly meetings described in subsection (c) above or otherwise) any significant changes, modifications, or improvements to the racing facilities, racing schedule, or backstretch conditions.

[Former Section 21, Exchange Wagering, and Section 22, Default, REMOVED.]

20. Inconsistent Language. When the language in the Condition Book, Stall Application, stakes nomination forms, proposed stakes book for an upcoming individual meet which occurs during the Term, 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.

21. Notice. Notices required to be given under this Assignment shall be sent by certified mail, return receipt requested, postage prepaid at the address set forth below, or by email:

If to Track:

With a copy to:

If to CTT:

Alan F. Balch
Executive Director
California Thoroughbred Trainers
P.O. Box 660039
Arcadia, CA 91006-0039
afbalch@gmail.com

22. Miscellaneous. [Check carefully – order has changed.]

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 hereto. 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. 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).

c. 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 dispute between Track and CTT will be resolved in the Superior Court of California for the County of Alameda, unless the parties agree to arbitrate.

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 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.

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. 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 at any time during the pendency or upon termination of this Agreement, and the parties hereto shall not be deemed to waive or abridge any rights, claims or privileges at any time during or after the term of this Agreement.

[Signatures follow]

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

Del Mar Thoroughbred Club

By: _____

Date: _____

California Thoroughbred Trainers, Inc.

By: _____

Alan F. Balch

Executive Director

Date: _____

October 14, 2022

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

Re: Race Meet Agreement – Rule 2044

Dear Mr. Chaney,

We write in advance of the Rule 2044 hearings scheduled for October 20, 2022, pursuant to which the Board seeks to resolve differences between the California Thoroughbred Trainers ("CTT") and Golden Gate Fields ("GGF"), as well as between the CTT and the Del Mar Thoroughbred Club ("DMTC") (DMTC and GGF are collectively referred to herein as "Tracks"). As we understand it, the hearings are intended to resolve a disagreement pertaining solely to provisions relating to the potential exclusion of trainers and, in particular, the applicable burden of proof in proceedings challenging prospective actions by one or more of the Tracks pursuant to CHRB Rule 1989. We also understand that any resolution reached by the Board applies to the Tracks collectively with respect to the meets for which license applications are to be heard and acted upon on October 20.

In seeking to resolve this disagreement, we submit the relevant portions of two versions of a proposed Race Meet Agreement ("RMA") between CTT and Tracks as Attachments 1 and 2. The first, labeled Track RMA A, is based upon the suggestion at the September 15, 2022 Board meeting that we enter into an RMA that eliminates language referencing various grounds for and standards pertaining to exclusion. The basis for that suggestion is Rule 2045(4) which states that no RMA shall contain

> **"Provisions which may serve to exclude participation at the meeting by any individual holding a valid license issued by the Board. Nothing herein is deemed an abridgment of Rules 1485 and 1989 of this division."**

Instead, we have inserted a provision that merely incorporates Rule 1989 and pertinent case law as governing authority, consistent with the requirements of Rule 2044, which permits the CHRB to impose "conditions of the meet…to insure continuity of the racing program". While not included in the proposed Track RMA A, we are prepared to advise the Board that we will adopt the process set forth in Attachment 3, which we believe meets any "fair procedure" concerns as addressed in applicable case law and which CTT has agreed to except with respect to burden of proof.

We note without repetition of our legal concerns that this version of the RMA is entirely consistent with applicable statutory provisions and existing CHRB rules and fully addresses all necessary conditions pertaining to the actual conduct of racing. Further, we feel confident in representing that there is no dispute with respect to those necessary conditions.

The second version which we submit as Track RMA B, contains the more fulsome language of the grounds for exclusion as Section 8(a) as well as the "reasonable belief" standards and requirement that the Tracks must act (i) in good faith, (ii) supported by a fair or substantial reason; and (iii) in a non-discriminatory manner. The draft also includes subsection 8(b) which sets forth the process applicable to any proceeding challenging exclusion and language relating to the burden of proof which is consistent, in our view, with Rule 1989 and case law interpreting that and similar rules as well as the common law rights of property owners. The remainder of Track RMA B contains the necessary conditions for the conduct of the race meets and the dispute resolution provisions referenced in Attachment 3. CTT and the Tracks are in agreement with respect to the provisions of the Track RMA B with the exception of the highlighted section which is our proposed language on the applicable burden of proof.

While Track RMA B represents numerous accommodations to the CTT and its concerns for clarity in articulating grounds for exclusion and third-party dispute resolution, the Tracks are supportive of CHRB action approving this version. We also are of the view that this approach can be reconciled with the provisions of Rule 1989.

The same cannot be said with regard to the language on burden of proof which we anticipate will be submitted by CTT. In submitting that language the CTT is in effect asking that the Board impose on the Tracks a waiver of rights under Rule 1989 as well as undermining our ability to take action to preserve the safety, integrity and orderly operation of our sport. This is an extraordinary request by CTT in that it by necessity involves modification of Rule 1989 – without adherence to any of the requisite rule making process mandated by California law and the Administrative Procedures Act.

Under either version of the RMA submitted we believe we have the requisite flexibility and authority to take appropriate action in the unfortunate event it is necessary to protect the safety and integrity of our race meets and training centers, which is obviously of paramount importance to both the CHRB and the Tracks.

We sincerely hope that the Board recognizes our good faith attempts to resolve this issue while remaining true to the applicable statutory provisions and existing rules.

Very Truly Yours,

Craig Fravel

Craig Fravel
Executive Vice-Chairman
1/ST Racing and Gaming

Josh Rubinstein

Josh Rubinstein
President
Del Mar Thoroughbred Club

Attachment 1

RMA A

8. Exclusion/Suspension of a Trainer. Any decision by Track to exclude a Trainer shall be made in accordance with California law, including, without limitation CHRB Rule 1989.

Attachment 2

RMA B

8. Exclusion/Suspension of a Trainer.

a. Bases, Legal Standard.

i. Bases for Exclusion. Track's authority to make decisions in the ordinary course of business to limit or deny stalls based upon eligibility or quality of horses included in a stall application, as set forth in Section 6(c) shall not be limited or effected by the provisions of this Agreement. Without limiting the foregoing, Track may reject a stall application in whole or in part, revoke a Trainer's stall assignments, refuse to accept any entry in any race from a Trainer, suspend or exclude a Trainer ("each an Adverse Action") so long as Track reasonably believes that:

A. A horse under Trainer's care tested positive for a CHRB defined Class 1 through Class 3 drug substance;

B. Trainer has engaged in conduct (or failed to take action) which compromises the health and/or safety of animal or human;

C. Trainer does not have the fitness or competence to train thoroughbred racehorses;

D. Trainer's conduct falls below the prevailing industry standard of care for training thoroughbred racehorses in California;

E. Trainer has committed serious, or repeated material (meaning, not purely technical), violation(s) of regulatory protocols, rules, or regulations, or serious, or repeated material (meaning, not purely technical), violation(s) of Track protocols, rules, or regulations, provided such Track protocol, rule, or regulation does not conflict with any CHRB Rule or the Horseracing Integrity and Safety Act of 2020;

F. Trainer's conduct (or failure to take action) including serious misconduct unrelated to racing (for example, sexual or other harassment, domestic or other violence, theft, substance abuse, etc.) or Trainer's participation (continued or otherwise) in the meet, compromises the integrity of horse racing or is likely to cast horse racing or Track in a negative light; or

G. Trainer has engaged in conduct (or failed to take action) which, or Trainer's continued participation, compromises the successful conduct or promotion of horse racing.

ii. Legal Standard. Track's decision must (A) be made in good faith; (B) supported by a fair or substantial reason; and (C) not be discriminatory. Additionally, the Adverse Action taken against Trainer may not be manifestly disproportionate to the grounds relied upon for the Adverse Action taken.

b. Process. If Track is considering taking Adverse Action against a trainer, Track shall follow the process set forth on Exhibit C which is attached to this Agreement and is hereby incorporated into and made part of this Agreement.

c. Arbitration. At the commencement of the Term, Track and CTT shall create a pre-approved list of four (4) Arbitrators to be used in Short-Term Exclusion Arbitration as set forth in Section 25(d)(iv)(B) of Exhibit A. The list of Arbitrators will be determined based on a striking and ranking process as follows:

i. Track and CTT will simultaneously exchange a list of five (5) proposed Arbitrator, for a total of ten (10).

ii. Track and CTT will rank one another's proposed Arbitrator with one (1) being the highest ranking and five (5) being the lowest. Track and CTT may strike one Arbitrator from one another's lists. Track and CTT will then simultaneously exchange their rankings.

iii. A group of four (4) Arbitrator will then be assembled based on each side's top two rankings of the remaining Arbitrators on one another's proposed lists.

Attachment 3

Trainer Exclusion/Suspension Process

The following process will be utilized by Track if Track is considering taking action, up to and including excluding Trainer from racing or training activities at Golden Gate Fields or any approved auxiliary stabling facility, against a Trainer.

1. Notice.

a. Track will send the Trainer a letter (the "Letter") notifying the Trainer that Track is contemplating taking action against the Trainer. The Letter will state why Track is considering taking action against the Trainer and invite the Trainer (with a proposed time and date) to meet with Track to respond to the stated reasons for the potential action to be taken against Trainer (the "Meeting").

b. The Letter will also inform the Trainer that until a determination on whether to exclude the trainer has been made, the Trainer will not be permitted to enter any horses to race and shall not be permitted to "work" his or her horses at the Track's racetrack or any auxiliary stabling facility which has common ownership with the Track or any auxiliary facility under its control; the Trainer's horses may only gallop at such locations (*see* Section 7(b)). "Work" shall mean a horse engaging in exercise session near full speed, close to full speed, or at full speed, whether timed or untimed.

c. Track shall schedule the Meeting within five (5) days after the date of the Letter. However, at any time prior to the commencement of Meeting, the Trainer may request additional time, up to an additional twenty-eight (28) days, to prepare for the Meeting. If the Trainer requests any additional time as provided for in the previous sentence, that additional time will be granted, and the exclusion will not go into effect during that period; provided, however, that the Trainer may not race or "work" horses at the Track's racetrack or any auxiliary stabling facility which has common ownership with the Track or any auxiliary facility under its control (the horses may only gallop at such locations), as set forth in Section 1(b)

2. The Meeting.

a. The CTT will be invited to the Meeting.

b. At the Meeting, the Trainer will be given the opportunity to respond to the Letter by presenting evidence and may bring witnesses to testify in the Trainer's defense. Track will place no limit on the amount of evidence or number of witnesses the Trainer can present at the Meeting (provided that the presentation is addressing that reasons stated in the Letter).

3. Decision After the Meeting.

a. After hearing the Trainer's defense(s) at the Meeting, Track will make its decision as to whether it will take action against the Trainer. Since the decision to take action against a Trainer is not one that Track takes lightly, Track will make its decision promptly.

b. Track will notify the Trainer of its decision in writing. The decision letter will include the length of the exclusion/suspension, which may be up to and including a lifetime exclusion.

4. Reconsideration Meeting.

a. If Track decides to take action against the Trainer, the Trainer may ask for Track to hold an additional meeting to reconsider the decision (the "Reconsideration Meeting"). If the Trainer wishes to request reconsideration, the Trainer must make the request to Track, in writing, within five (5) days of being notified by Track of its decision to take action against the Trainer. The exclusion/suspension will remain in effect until, at least, the rendering of a decision to the contrary, if at all. In other words, asking for the Reconsideration Meeting will not "stay" the exclusion.

b. The Reconsideration Meeting will be held within five (5) days of receipt of the request so that the Trainer can present any basis for the reconsideration. However, at any time prior to the commencement of Reconsideration Meeting, the Trainer may request additional time, up to an additional twenty-eight (28) days, to prepare for the Reconsideration Meeting. If the Trainer requests any additional time as provided for in the previous sentence, that additional time will be granted.

c. The Trainer can be represented by counsel at the Reconsideration Meeting if the Trainer so chooses. If Trainer would like, and the CTT agrees, the CTT can represent the Trainer at the Reconsideration Meeting.

d. The Trainer may present evidence at the Reconsideration Meeting that was not presented at the Meeting, provided that the Trainer can demonstrate that this new evidence could not, with reasonable diligence, have been presented at the Meeting.

5. Decision After Reconsideration Meeting.

a. After hearing the Trainer's defense at the Reconsideration Meeting, Track will make its decision promptly.

b. The individual making the reconsideration determination on behalf of Track will be different than the individual who made Track's initial decision to take action against the Trainer (the "Reviewing Decision Maker").

c. During Track's review of the original decision, the standard of review to overturn the original decision shall be the "clearly erroneous" standard, as defined in the next sentence. "Clearly erroneous" shall mean: "Reversal is only permitted when upon review of all of the evidence, a reasonable observer would find that it a clear and definite mistake has been committed, such that the

original decision was without a rational basis. Reversal is not permitted simply because the reviewing decision maker would have decided the case differently."

6. Arbitration.

a. If Track does not rescind its decision to take action against the Trainer after the Reconsideration Meeting, and Trainer wishes to formally challenge Track's actions, the Trainer may file an arbitration claim against the Track. Binding arbitration is the sole method of bring any action/ causes of action against the Track.

b. Trainer must ask for the Reconsideration Meeting and must await Track's decision after the Reconsideration Meeting before the Trainer can file an arbitration proceeding.

c. Track's Terms and Conditions of Stabling and Racing contains information regarding filing an arbitration claim and how the arbitration will proceed.

7. Continued Occupancy of Stalls; Use of the Racing and Training Surfaces.

a. From the date of the Letter, the Trainer may continue to occupy any previously allocated stalls and appurtenant facilities until the Trainer is required to vacate pursuant to the following:

The Trainer will be required to vacate his or her stalls at the sooner of: (i) three (3) days after the scheduled date of the Meeting if the Trainer does not attend the Meeting provided that the Trainer had notice of the Meeting or Track used good faith efforts to provide the Trainer with the Letter but Track was not able to locate the Trainer (or the Trainer refused to accept the Letter); (ii) five (5) days after the Trainer received notice from Track that Track has considered the Trainer's defense and has decided to take action against the Trainer and the Trainer has not requested a Reconsideration Meeting; (iii) three (3) days after receiving notice from Track that Track has considered the defenses in the Reconsideration Meeting and has not overturned the initial decision; and (iv) the date when all horses are required to have vacated their stalls (e.g., the end of the meet), or (v) twenty-one (21) days from the date of the Letter.

b. During such time that the Trainer occupies his or her allocated stalls and appurtenant facilities pursuant to Section 7(a), in order to protect the welfare and safety of these other participants since an injury to a horse can affect not only the horse but also the rider as well as other horses and riders on the track, from the date of the Letter until such time that a decision on has been made to not exclude the Trainer, the Trainer is prohibited from entering to race and from "working" horses at Track's racetrack or any auxiliary stabling facility which has common ownership with Track or any auxiliary facility under its control. The Trainer may walk their horses in the shed row and may gallop on the training track if there is one, otherwise on the main track. Track's veterinarian may place other restrictions on the Trainer galloping their horses and the Trainer must comply with any restriction.

[Arbitration Agreement on Next Page]

24. **Arbitration Agreement & Class Action Waiver**.

PLEASE READ SECTION CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS.

AGREEING TO ARBITRATION IS AN IMPORTANT DECISION. Arbitration will resolve disputes that would otherwise be resolved in a court of law. By agreeing to arbitrate, Trainer and PRA are giving up their right to sue in court and are giving up their right to have a jury trial.

Trainer and PRA agree that any disputes which are not able to be resolved informally shall be resolved in accordance with the following mandatory arbitration and class action waiver provisions ("Arbitration Agreement").

a. Arbitration. Unless otherwise prohibited by law, **TRAINER AND PRA AGREE TO ARBITRATE ALL CLAIMS AND DISPUTES** relating in any way to: (i) the Trainer's submission of the Stall Application, (ii) any and all decisions made by PRA regarding the Stall Application (e.g., rejecting the Stall Application in whole or in part), (iii) revocation of stalls previously assigned to Trainer, (iv) Trainer's participation in or attendance at the Race Meet, including without limitation, Trainer's exclusion from participating in the Race Meet and/or training at the Race Meet, (v) this Agreement, (vi) any and all dealings, actions, or inactions between PRA and Trainer, (vii) any claim by either PRA or Trainer based on contract, tort, equity, regulation, rule or statute, and (viii) the determination of the validity, interpretation, or scope of the parties' agreement to arbitrate (individually and collectively the "Arbitration Claims"), **through binding individual arbitration** (the "Arbitration"), **which precludes Trainer or PRA, from bringing any class, collective, or representative action against PRA or multiple trainers, as applicable**.

b. General Arbitration Provisions. The following provisions (the "General Arbitration Rules") shall apply to all Arbitrations except those Arbitration Claims set forth in Section 24(d)(iv):

i. Venue; Arbitrator Section Process. The Arbitration shall be heard in Alameda County by a single retired Federal or State Judge in the State of California. The same Arbitrator shall preside over the entire Arbitration. The Arbitration shall be conducted by JAMS and JAMS shall select a retired Federal or State Judge in the State of California, who has a background in complex business matters, to serve as the Arbitrator using its otherwise standard method for appointing an Arbitrator (See Rule 15 of the JAMS Rules).

ii. Arbitration Rules; Cost. All substantive and procedural matters of the Arbitration shall be in accordance with California law. The Arbitration shall be administered pursuant to JAMS' Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures (the "JAMS Rules") in those rules, except as modified by this Agreement. The costs of the Arbitration shall be paid fifty percent (50%) by PRA, and fifty percent (50%) by Trainer, provided that each party shall bear its own attorneys' fees and expenses. If the Trainer can successfully demonstrate to the Arbitrator that Trainer is financially unable to pay the Arbitrator's fees, then PRA shall pay such fees in their entirety, and any amount of Arbitration fees that PRA paid on behalf of Trainer shall be repaid from any Arbitration Award awarded Trainer, if any.

iii. Arbitration Award. The Arbitrator shall have the power to award any relief that would have been available in a court of law, provided that each party shall bear their own attorney's fees and costs, and as such, the Arbitrator shall not be entitled to award attorney's fees and costs to the prevailing party unless attorney's fees and costs could be awarded by statute if the case were brought in Court as opposed to through Arbitration.

iv. Arbitrator's Decision; Appeal Procedure. The Parties will request that the Arbitrator issue a brief written statement of decision within ten (10) business days after the conclusion of the hearing; however, the Arbitrator on its own motion may take up to the 30 days to issue a decision per Rule 24 of the JAMS Rules. The Arbitrator's decision shall be final and binding and effective upon rendition; provided, however, that the Parties adopt and agree to implement the JAMS Optional Arbitration Appeal Procedure (as it exists on the effective date of this Agreement) with respect to any final award in an arbitration arising out of or related to this Agreement (the "Appeal"), provided that the Appeal Panel's standard of review on appeal is whether the Arbitrator's decision was arbitrary or capricious. The Arbitrator's decision, and if applicable the decision following the Appeal, shall be final and binding and effective upon rendition subject only to appeal (other than the JAMS Optional Arbitration Appeal Procedure) as permitted by California law of Arbitration Awards. If a Party wishes to Appeal, the Party must file the notice of appeal within fourteen (14) calendar days after the Arbitrator's decision.

v. Enforcement of Judgment. Any judgment upon any award rendered by the Arbitrator may be entered by any state or federal court having jurisdiction thereof.

vi. Confidentiality of Arbitration. Except as otherwise required by, or prohibited by, law, the parties agree that the Arbitration will be confidential, and all conduct, statements, promises, offers, views, and opinions, oral or written, made during the Arbitration by any party or a party's agent, employee, or attorney will remain confidential and, where appropriate, will be considered work product and privileged, and the existence and the results of the Arbitration will be maintained by the parties and their respective agents, employees, and attorneys as confidential at all times.

vii. Emergency Relief. Either Trainer or PRA shall be able to seek emergency relief under the Emergency Relief Procedures provided for in the JAMS rules as of the effective date of this Agreement; provided, however, that the granting of emergency relief shall be governed consistent with the standards for granting a Temporary Restraining Order or Preliminary Injunction under *California Code of Civil Procedure* §525, et seq.

viii. Order of Precedence. This Arbitration Agreement shall take precedence over the JAMS Rules in the event of any conflict.

c. Non-Exclusion Claims. All Arbitration Claims other than those relating to: (i) Trainer's submission of the Stall Application, (ii) any and all decisions made by PRA regarding the Stall Application, (iii) revocation of stalls previously assigned to Trainer, and (iv) Trainer's participation in or attendance at the Race Meet, including without limitation, Trainer's exclusion from participating in the Race Meet and/or training at the Race Meet (collectively, "the Exclusion Claims") shall be conducted in

accordance with the General Arbitration Rules. Any Arbitration which contains both Exclusion Claims and non-Exclusion Claims shall be governed in accordance with subsection (d) below.

d. Suspension/Exclusion Claims.

i. Exclusion Claims shall fall into one of two categories, a 'Short-Term Exclusion" and a "Non-Short-Term Exclusion." A "Short-Term Exclusion" is an exclusion or limitations on training or racing at Golden Gate Fields for a number of days that is less than the full duration (or full remaining dates) of the Race Meet. A "Non-Short-Term Exclusion" is an exclusion from participating in racing in training at Golden Gate Fields which does not qualify as a "Short-Term Exclusion."

ii. For all Arbitration Claims which are Exclusion Claims (or a mix of both Exclusion Claims and non-Exclusion Claims), the Arbitration shall be conducted in accordance with the following:

A. Burden of Proof. PRA shall have the initial burden to establish that (A) it had a rational basis to make the decision at the time when the decision was made [*OR for RMA B: it had a reasonable belief that one or more specified grounds existed*], (B) it acted in good faith, (C) it acted on the basis of a fair and substantial reason, (D) it did not discriminate, and (E) the Adverse Action was not manifestly disproportionate to the grounds relied upon. Trainer may then present evidence to rebut those grounds or to support any affirmative claims.

B. CTT Participation and Attendance. If the Trainer requests, and the California Thoroughbred Trainers ("CTT") agrees, the CTT may represent Trainer in the Arbitration. If the CTT does not represent Trainer in the Arbitration Hearing, the CTT may attend the Arbitration Hearing provided that the CTT representatives that attend the hearing agree to be bound by the confidentiality provisions set forth in Section 24(b)(vi) above.

C. Attendance of Meeting and Reconsideration Meeting. Trainer shall not be entitled to file an Arbitration Claim or otherwise seek Arbitration unless the Trainer has participated in both the Meeting and Reconsideration Meeting, as those terms are defined in PRA's Trainer Exclusion/Suspension Process, a copy of which is available in the PRA's racing office.

iii. Non-Short-Term Exclusions. For all Non-Short-Term Exclusions, the Arbitration shall be conducted in accordance with the General Arbitration Rules except as modified by the following: The Arbitrator will commence a hearing within 180 days of Trainer's filing and receipt by JAMS of the Notice of Arbitration. The hearing will occur on consecutive days without interruption until completion, Saturdays, Sundays and Holidays excepted, and will not encompass more than five (5) full business days, unless otherwise extended by the Arbitrator based on good cause.

iv. Short-Term Exclusions. The Arbitration for Short-Term Exclusions shall be conducted as follows:

A. No Emergency Relief. If the Adverse Action results in a Short-Term Exclusion, Trainer shall not be entitled to seek any emergency relief or provisional remedies (e.g., a Temporary Restraining Order or Preliminary Injunction) either through the Arbitrator or through filing an action in superior court.

B. Selection of Arbitrator. Trainer shall notify PRA in writing that it wishes to formally challenge PRA's Adverse Action. Within two (2) business days of PRA's receipt of Trainer's notification, PRA and Trainer will meet and confer to try to agree upon the appointment of an Arbitrator. If the Parties cannot agree on the Arbitrator, the Arbitrator will be appointed on the third business day by random lot, drawing from a pre-approved list of four (4) Arbitrators which had been previously selected by PRA and the CTT.

C. Exchange of Documents; Discovery. PRA and Trainer will exchange all relevant documents within seven (7) calendar days of the appointment of the Arbitrator. Other than this exchange of documents, no other forms of discovery will be permitted, including depositions.

D. Hearing Date. The Arbitrator will convene a hearing within ten (10) calendar days of the Arbitrator's appointment, provided, that the Arbitrator may for good cause extend the date of the hearing past ten (10) calendar days of the Arbitrator's appointment.

E. Purpose of the Hearing. The sole purpose of the hearing will be to determine whether Adverse Action was made in with California law [*OR for RMA B: the Exclusion Standard set forth in Section 24 above*]. The hearing will be informal, with each side providing a concise summary of their positions. The Arbitrator may allow brief testimony from witnesses. The hearing will occur during the course of a single business day. The Arbitrator may choose whether to issue an oral statement of decision at the end of the hearing, or instead, issue a brief written statement of decision within two (2) business days after the conclusion of the hearing. Additionally, the Arbitrator shall resolve any claim seeking a determination of the validity, interpretation, applicability, enforceability, or scope of this agreement to arbitrate.

F. Arbitrator's Decision. The Arbitrator's decision shall be final and binding and effective upon rendition subject only to appeal as permitted by California law of Arbitration Awards.

G. Arbitration Award. If the Arbitrator finds that PRA's Adverse Decision was not made in accordance with California law, the Arbitrator may order PRA to reinstate Trainer. The Arbitrator shall not be entitled to grant any additional relief. Each party shall bear their own attorney's fees and costs, and as such, the Arbitrator shall not be entitled to award attorney's fees and costs to the prevailing party unless attorney's fees and costs could be awarded by statute if the case were brought in Court as opposed to through Arbitration.

H. Cost. The costs of the Arbitration shall be paid fifty percent (50%) by PRA, and fifty percent (50%) by Trainer, provided that each party shall bear its own attorneys' fees and expenses. If the Trainer can successfully demonstrate to the Arbitrator that Trainer is financially unable to pay the Arbitrator's fees, then PRA shall pay such fees in their entirety, and any amount of Arbitration fees that PRA paid on behalf of Trainer shall be repaid from any Arbitration Award awarded Trainer, if any.

I. Enforcement of Judgment. Any judgment upon any award rendered by the Arbitrator may be entered by any state or federal court having jurisdiction thereof.

J. Confidentiality of Arbitration. Except as otherwise required by law, the parties agree that the Arbitration will be confidential, and all conduct, statements, promises, offers, views, and opinions, oral or written, made during the Arbitration by any party or a party's agent, employee, or attorney will remain confidential and, where appropriate, will be considered work product and privileged, and the existence and the results of the Arbitration will be maintained by the parties and their respective agents, employees, and attorneys as confidential at all times.

e. Class Action Waiver ("Class Action Waiver"). The Parties agree that in any Arbitration Claim to be resolved by Arbitration, neither Trainer nor PRA will be able to participate in a class action or class arbitration. Each Party understands and agrees that by requiring each other to resolve all disputes through individual arbitration, **each Party is waiving the right to a court or jury trial**. **ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND NOT AS A CLASS ACTION, representative action, class arbitration or any similar proceeding**. The arbitrator(s) may not consolidate the claims of multiple parties unless such parties share common ownership.

f. If any term, condition, or provision of this Arbitration Agreement is held to be illegal, invalid, or unenforceable, such term, condition, or provision shall be severed from this Arbitration Agreement and the remainder of this Arbitration Agreement will not be affected by such illegality, invalidity, or unenforceability, but will continue to be valid and enforceable to the fullest extent permitted by law.



Race Meet Agreement

Fall 2022

Between

Pacific Racing Association

And

California Thoroughbred Trainers

October 19, 2022 – December 20, 2022

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2022 Fall Race Meet Agreement
Golden Gate Fields & California Thoroughbred Trainers

This Agreement is entered into by and between Pacific Racing Association ("Track") and the California Thoroughbred Trainers, Inc. ("CTT") and becomes effective on October 19, 2022.

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. California *Business and Professions Code* §19613.1 (b) states the trainers' organization shall generally be responsible for negotiating issues relating to the backstretch, track safety, and the welfare of backstretch employees.

C. CTT is the duly organized trainers' association recognized by Track and 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.

D. Track and CTT, 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, CTT, and its members, and for the purpose of providing for an orderly and uniform method of dealing with issues involving the racetrack, track safety, the backstretch, and the welfare of trainers and other backstretch personnel, 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 are hereby acknowledged, Track and CTT (each a "Party", and collectively, the "Parties") hereby agree as follows:

1. Term. Except as otherwise provided herein, the provisions of this Agreement shall be applicable only to the thoroughbred race meet conducted by Track under license from the CHRB for the period commencing October 19, 2022, through December 20, 2022 (the "Term").

2. Purse Projections. Track shall provide to CTT, prior to each individual race meet which takes place during the Term, and on not less than a bi-weekly basis during the Term, for CTT's information, Track's projections (and supporting documents) of estimated purses.

3. CTT Distributions.

a. Track shall pay to CTT during the Term the sums required by Section 19613(b) of the California *Business & Professions Code*. Specifically, Track shall pay one percent (1%) to CTT Backstretch Employees' Retirement Savings Pension Plan and one-half percent (1/2%) to CTT, as required by law. The amounts payable to CTT Backstretch Employees' Retirement Savings Pension Plan and CTT pursuant to this provision may be referred to sometimes collectively as "CTT Distribution". Track shall also pay to CTT, in a timely fashion as may be established by normal industry practice or by general agreement of the Parties, all other statutory distributions due CTT including, without limitation, amounts payable pursuant to California *Business & Professions Code* section 19604. Purse money and commissions generated from Simulcasting shall be divided in accordance with the applicable provisions of the California *Business and Professions Code*.

b. The sums payable pursuant to this Section 3 shall be paid on Friday of each week during the Term; the final payment shall be made on or before 10 calendar days following the close of each individual race meet 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.

c. Track shall at any time refrain from asserting, in any judicial or non-judicial proceeding at law or in equity or in a bankruptcy petition, any ownership interest in the disbursements set forth in this Section 3. Track acknowledges it acts as merely a conduit for the transfer of the monies and disbursements herein described for the benefit of CTT Distribution, and, as such, can claim no ownership interest of any sort in these monies.

4. Condition Book.

a. Track agrees that its Racing Secretary will inform the CTT, 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 CTT can discuss in good faith any comments, questions, or proposed changes the CTT 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.

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

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

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

e. Track agrees that each Condition Book will provide for at least two weeks of racing, except for the last Condition Book of an individual race meet which occurs during the Term. Track agrees that each Condition Book will include an index of races contained in said Condition Book.

5. Stall Applications. Each stall application shall refer to the particular horses for which stalls are requested and no substitution of horses shall be permitted without Track's prior consent. The Stall Application Agreement used by Track is attached hereto as Exhibit A which is hereby incorporated into and made part of this Agreement. The Stall Application Agreement will be incorporated into and made part of the Stall Application. The acknowledgments and agreement included on the Stall Application which the trainer will initial or sign, as applicable, is attached hereto as Exhibit B which is hereby incorporated into and made part of this Agreement.

6. 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.

b. Track agrees to use its commercially reasonable efforts to provide stalls to horses that are in a 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 Track's Racing Secretary has approved stalls. Stalls shall be assigned only to 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, or for Track's needs for access to such stalls for repairs, maintenance, and construction. CTT members shall cooperate with Track to provide reasonable access to occupied stalls for necessary repairs, maintenance, and construction. The name of any trainer not cooperating with reasonable access shall be provided to CTT within 24 hours of such non-cooperation. Track will assure that stalls being repaired will be substituted for by other stalls at Track's cost, if applicable. Prior to the stable area opening for occupancy, as set forth in subsection (f) below, and at any other time upon CTT's request, Track shall provide to CTT a detailed report (by barn and stall number) of all significant repairs and improvements accomplished within the prior 60 days. Track and CTT agree that structural and infrastructure repairs and maintenance to enhance equine and human safety shall have priority over other improvement projects.

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, and taking into consideration the character of each individual race meet conducted during the Term, and the horses suitable for the holding of such race meet. In the allocation and assignment of stall space for thoroughbreds, so long as the trainer is duly licensed, Track will not discriminate in any way against any trainer by reason of membership in the CTT.

d. Track shall not allocate more than sixty (60) stalls to any one trainer. Following allocation of stalls which shall not exceed sixty (60) stalls 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 seventy-five (75) stalls to any one trainer. 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. Notwithstanding the foregoing, the sixty (60) stall limitation shall be increased to seventy-five (75) stalls if it can be demonstrated that a trainer allocated seventy-five (75) stalls has a history of starting twice as many horses as trainers allocated sixty (60) stalls.

e. 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 at no charge to horsemen three days before and two days after each individual race meet which occurs during the Term.

f. Track further agrees to maintain and service the main track on a regular basis, including, without limitation, refurbishment of the existing synthetic track through and including, without limitation, addition of new polymers, fibers, and any additional component deemed by CTT and Track necessary for the proper upkeep of the main track. Notwithstanding the requirement for daily maintenance, Track shall refurbish the main track five (5) times per calendar year. The refurbishments, unless otherwise agreed to by both Track and CTT, will occur in the same intervals as past practice.

7. House Rules. Track has established, and may in the future establish, rules, regulations, and security procedures. Track shall consult with the CTT prior to Track adopting new rules, regulations, and security procedures, and shall reasonably consider any objections expressed by the CTT. Notwithstanding the consultation and consideration of any objections provided for in the previous sentence, Track shall be permitted, in its discretion, to adopt any such new rules, regulations, and security procedures. Any rules, regulations, or procedures so enacted shall be in addition to, and shall not supplant or conflict with, the rules and regulations of the CHRB or applicable California law, or the Horseracing Integrity and Safety Act of 2020.

8. Exclusion/Suspension of a Trainer. Any decision by Track to exclude a Trainer shall be made in accordance with California law, including, without limitation CHRB Rule 1989.

9. 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.

10. First Post Time. All Post times for each race meet which takes place during the Term must be submitted for approval of the CHRB in Track's initial application for license. Any changes in Post time following the opening of such race meet must be submitted to CHRB for their approval.

11. 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; and/or destruction of the racing plant of Track by fire or other casualty, and Track is thereby prevented from conducting one (1) or more days of scheduled thoroughbred racing, then sums otherwise payable by Track for the missed racing day shall not be due and payable.

12. Stabling at and Vanning from Auxiliary Stabling Facilities. 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 for such race meet that occurs during the Term:

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.

b. Track agrees it will provide auxiliary stall applications for horses to be stabled at auxiliary stabling facility as far in advance of the opening of an individual race meet which occurs during the Term as is commercially practical. Said auxiliary stalls shall be made available without cost to horsemen, pursuant in accordance with the applicable provisions of the California Horse Racing Law.

c. CTT and Track agree to use their commercially reasonable efforts to cause eligible horsemen to be reimbursed promptly for vanning in accordance with the applicable provisions of the California Horse Racing Law. Said payment shall be in an amount determined by the Northern California Stabling and Vanning and Committee. Horses stabled at any other offsite facility shall not be eligible for said payment.

d. 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.

13. 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.

14. Anti-Monopoly Provision.

a. Track acknowledges CTT'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, without first obtaining the consent of the CTT, which consent shall not be unreasonably withheld.

b. CTT 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. Accordingly, CTT 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, provided that CTT will be given a minimum 24-hour prior written notice by Track that a particular serviceman, supplier, or vendor will be denied further access or privileges to Track grounds or property. Notwithstanding anything to the contrary herein, Track shall have the right to enforce the provisions of its contract with WestWalk Inc. to be the exclusive provider of hot walking machines.

15. 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, or whose horse has competed or is scheduled to compete during the Term.

b. Track further agrees to issue to all CTT Board members, its President, Executive Director, and Deputy Directors, North and South, and General Counsel, VIP or "official" credentials for the Term, including but not limited to, an "official" pin and Turf Club, or equivalent, guest pass. All other CTT authorized personnel, CTT Pension Administrative Committee Members, and California Horsemen's Safety Alliance representatives, who are not trainers or otherwise covered herein, up to a maximum of five (5), shall receive an "official" pin.

16. Training/Stabling/Employee Housing Facilities.

a. At all times during the Term which Track is scheduled to be open for training, Track will cause the main track to be open at 6:00 A.M. (roof lights when necessary) and to remain open for training until 10:00 A.M. every day of the week, except Monday, when the Track shall be closed. The Track will be available for training six (6) day a week.

b. It is the intent of Track and CTT that the main track will be maintained by Track in good and safe condition and be available for training six (6) days a week on each day

horses are stabled at Track (except in the event of a water shortage or other unforeseen conditions of which Track has notified the CTT).

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 in which 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 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 five (5) days per week.

e. Track and CTT agree that they shall work cooperatively to assess and remedy any conditions that may adversely affect the main track and grass course during the Term and while the main track and grass course are open for training during the Term. Track further agrees to use commercially reasonable efforts to maintain the main track, grass course, surrounding roads, and the barn area in good and safe condition.

f. While acknowledging that it is impossible to keep surfaces free of all rocks, it is the intent of the parties that Track will use commercially reasonable efforts to obtain and use materials on said surfaces that are free of rocks. In the absence of gross negligence, the Track shall not be liable for the presence of rocks.

g. It is agreed that maintenance and construction work will be restricted during training hours so as not to endanger horses and/or backstretch personnel. It is further agreed that the track and backstretch areas will be kept free of rocks and other injurious debris so long as practicable; and in the absence of gross negligence, the Track shall not be liable for the presence of rocks and other injurious debris.

h. Track shall maintain stabling and keep all stalls in good repair. Stalls shall be maintained in such condition that they are safe, useable, and promote the safety and health of the horses, and that of people who work with and have other contact with horses.

i. CTT will use its best efforts to inform trainers to comply with all federal, state, and local laws, rules, codes, and ordinances. Without limiting the generality of the foregoing, all feed must be properly stored at all times. Track shall make available to CTT the guidelines for proper feed storage and other governmental requirements related to the backstretch. CTT shall be responsible for disseminating the guidelines to its members. Track shall also provide to CTT, immediately upon receipt thereof, any governmental notice relating to

any issue on the backstretch so that CTT may work with Track and/or trainer in addressing the issue. Track reserves all rights against an offending trainer in connection with any fine levied against Track by a governmental entity for the improper storage of feed.

17. Track Safety.

a. Within a reasonable time following its receipt by Track, not to exceed 72 hours, Track agrees to provide or otherwise make reasonably available to CTT for review, and to meet with CTT representatives at mutually agreeable times during the Term to discuss, information concerning the soil or material composition, construction, engineering and remediation of Track's main track and turf course surface, including, without limitation, to the extent they exist and is in Track's possession, custody, or control, material laboratory analyses, consultant analyses, daily maintenance protocols and reports, and remediation recommendations. Track agrees to provide to CTT on an ongoing basis and as set forth above, any and all testing reports, data, or recommendations done by, requested by, and/or provided to Track or the CHRB, so long as such testing reports, data, or recommendations are in Track's possession, custody, or control. Track and CTT mutually agree to grant authorization to each other to obtain and to release to each other any information regarding track testing reports, data, or recommendation in the custody, possession, or control of the CHRB upon its receipt by Track. CTT agrees to exercise its discretion regarding whether or not to disseminate any such reports received pursuant to this Agreement.

b. Track will make available all horse ambulance reports to CTT, as generated, and no later than on a weekly basis during each individual race meet which occurs during the Term.

c. Within a reasonable time following its receipt, not to exceed 72 hours, CTT agrees to provide or otherwise make reasonably available to Track for review, to the extent they exist and are in the possession, control, or custody of CTT, any material laboratory analyses, consultant analyses, daily maintenance protocols and reports, and remediation recommendations. Any CTT employee, agent, or person CTT causes to be on the main track or training track must be licensed by the CHRB before said individual enters the main track or grass course. Additionally, said individual shall follow and comply with all applicable laws, rules, and regulations. Moreover, CTT agrees to indemnify and hold harmless Pacific Racing Association, Pacific Racing Association II, Golden Gate Fields Land Holdings LLC, TSG Developments Investments Inc., TSG Developments Land Holdings Inc., and their respective affiliates, members, partners, shareholders, officers, directors, employee, attorneys, and agents from and against any and all claims, demands, suits, losses, damages, injuries, liabilities, costs and expenses, including reasonable attorneys fee, that arises as a result of said individual being on the main track or grass course. The preceding sentence does not pertain to trainers, exercise riders, jockeys, or grooms performing their regular duties relating to training.

18. Signage & Trainer's Proprietary Rights.

a. Track agrees that should it desire to utilize the name, image, or likeness of a particular trainer for a promotional or commercial purpose, other than the promotion of live

racing or simulcasting, and wagering on the outcome thereof, e.g., the sale of merchandise bearing the name or likeness of a trainer, Track shall contact the individual trainer and obtain their consent, and if necessary and appropriate, reasonably compensate said trainer or trainers for the use of such name, image, or likeness.

b. Track agrees to place a CTT sign in a reasonably prominent location, of Track's choosing after consultation with CTT, at Track.

19. Fire and Disaster Insurance.

a. Track is not responsible for the purchase of any insurance policy covering horses and/or property owned by the members of the CTT. 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 CTT 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).

b. If an insurance policy is acquired pursuant to subsection (a) above, the amount recovered by an owner under this insurance policy shall be credited as an offset to the liability of Track, if any.

20. CTT Covenants. During the Term, and as long as Track is not in violation of the terms of this Agreement or of applicable law, CTT will not instigate, promote, encourage, or engage in any boycott of any race or any individual race meet which occurs during the Term (except and in the event the track is unsafe for racing) conducted by Track while this Agreement is in force and effect.

21. Track Covenants. During the Term, and as long as CTT is not in violation of the terms of this Agreement or of applicable law, Track shall recognize CTT as the official organization representing the trainers during the Term and shall not participate in any action, claim, or proceeding seeking the de-certification of the CTT as the official and exclusive representative of California thoroughbred trainers, nor will Track engage in a lockout of CTT members.

22. Mutuality.

a. Track and CTT 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 the high standards of fairness, inclusion, communication, and honesty.

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

c. A Horsemen-Management Committee shall be created, composed of such members of the CTT as they may designate and administrative officials to be designated by Track. All matters concerning problems of the Parties in regard to conditions of the racetrack, the backside, and the health, welfare, and safety of the horses, the trainers, or their employees, and stabling and vanning, will be referred to this committee in an effort to amicably and equitably adjust and resolve any problems which may arise. The Parties herein shall prepare and agree to a monthly meeting schedule during which grievances and any other issues may be discussed and resolved. If each Party notifies the other that no issues will be agendized for the upcoming monthly meeting, the Parties may mutually cancel that monthly meeting.

d. The Parties will endeavor in good faith to discuss (whether at the monthly meetings described in subsection (c) above or otherwise) any significant changes, modifications, or improvements to the racing facilities, racing schedule, or backstretch conditions.

23. Default. The respective covenants herein contained are concurrent, and no Party who is in default of this Agreement shall have the right to enforce any covenant hereunder until said default has been cured. If any dispute shall arise hereunder which requires litigation or arbitration, the substantially prevailing party shall be entitled to its costs of suit, including reasonable attorney's fees.

24. Inconsistent Language. When the language in the Condition Book, Stall Application, Stakes Nomination Forms, proposed Stakes Book for an upcoming individual meet which occurs during the Term, 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.

25. Notice. Notices required to be given under this Assignment shall be sent by certified mail, return receipt requested, postage prepaid at the address set forth below, or by email.

If to Track:	David Duggan Golden Gate Fields 1100 Eastshore Hwy Albany, CA 94706 David.Duggan@goldengatefields.com
With a copy to:	Eric Sindler Golden Gate Fields

285 W. Huntington Drive
Arcadia, CA 91007
Eric.Sindler@monarchmgmt.com

If to CTT:

Alan F. Balch
Executive Director
California Thoroughbred Trainers
P.O. Box 660039
Arcadia, CA 91006-0039
afbalch@gmail.com

26. Additional Terms.

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 hereto. 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. Successors and Assigns. This Agreement shall be binding on and inure to benefit of the Parties hereto and their successors and assigns.

c. 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.

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 CTT agree that copies of this Agreement sent by email (in PDF or

similar format) or DocuSign (or other similar service), 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. 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 at any time during the pendency or upon termination of this Agreement, and the Parties shall not be deemed to waive or abridge any rights, claims, or privileges at any time during or after the term of this Agreement

h. No Third-Party Beneficiaries, Reliance, or Enforcement. 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 CTT. Except for Track and CTT, 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 effective as of October 19, 2022.

Pacific Racing Association	California Thoroughbred Trainers, Inc.
By:_____	By:_____
Name:_____	Name: Alan F. Balch
Title:_____	Title: Executive Director
Date:_____	Date:_____

Exhibit A

Golden Gate Fields
Terms and Conditions of Stabling and Racing
("Agreement")

PLEASE NOTE: This Agreement, as set forth below, contains among other provisions: (1) an express assumption of risk provision with respect to risk of bodily and property injury (Section 15) and (2) an individual (with waiver of class action) arbitration agreement provision (Section 24). **PLEASE READ THE ENTIRETY OF SECTIONS 15 AND 24 CAREFULLY AS THESE SECTIONS SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS**.

PLEASE NOTE: IF AWARDED STALLS, SUCH AWARD IS A REVOCABLE LICENSE THAT LIMITS THE HOLDERS' LEGAL RIGHTS.

You, trainer applicant ("Trainer"), hereby agree to each of the following terms and conditions in consideration for permission from Pacific Racing Association ("PRA") to race and stable horses at Golden Gate Fields during the 2022 Fall Race Meet (the "Race Meet"), and to participate in the Race Meet. The terms and conditions set forth in this Agreement are hereby incorporated into and made part of the stall application for the Race Meet (the "Stall Application") as if fully set forth in the Stall Application:

1. PRA reserves the right, immediately, to: (a) refuse this Stall Application for stable space in whole or in part; (b) refuse to accept any entry in any race; (c) exclude/suspend Trainer from participating in racing and/or training at the Race Meet; or (d) refuse the transfer of an entry (collectively, an "Adverse Decision"); provided, however, PRA shall make the Adverse Decision in accordance with California law.

2. If any horse is denied stable space or the privilege of registration for racing for any reason, all nomination fees and payments for eligibility to stake races that have been paid with respect to the horse shall be refunded and such sum will be deducted from the total amount subscribed for the particular race or races.

3. After Trainer's submission of the Stall Application, Trainer shall notify PRA immediately of any change in stall requirements and, if stalls have been allocated, of any change in shipping plans.

4. Trainer acknowledges that Trainer has inspected the stalls at Santa Anita Park and is familiar with such stalls and agrees to accept any stalls assigned to Trainer pursuant to the Stall Application. Such stalls shall be made available to Trainer in an appropriate condition for stabling.

5. Trainer agrees to vacate any stalls assigned at Golden Gate Fields, or any approved auxiliary training facility, and to remove all horses, equipment, and personnel from the premises of Golden Gate Fields, or any approved auxiliary training facility, within three (3) days after being requested by PRA to do so; provided, however, that PRA's decision to exercise its rights under this Section shall be made in accordance with California law.

6. Trainer represents that Trainer has read and is familiar with the Rules of Racing and Regulations of the California Horse Racing Board ("CHRB"), all conditions applicable to the Race Meet, and the rules of PRA which shall be published from time to time in the condition book(s), and Trainer agrees to be bound by and comply with the same. All stable reservations and entries in stakes and all other races shall be subject to all conditions, rules, and regulations of the CHRB and PRA.

7. Trainer represents that Trainer is duly authorized to represent the owners of the horses listed on the Stall Application, for all maters where Trainer is acting as an agent for such horse owners. All references herein to Trainer or to Trainer's horses, equipment, agents, or employees shall include said owners and their horses, equipment, agents, and employees when applicable.

8. Trainer shall maintain an accurate Stable Employee Registration List and shall submit a copy thereof to PRA within five (5) days of any change to the list. Trainer shall also submit a copy to the CHRB if required by CHRB rule.

9. All disputes, claims, and objections arising out of racing, or with respect to interpretation of any CHRB rules, shall be decided by the Board of Stewards of the Race Meet or the CHRB. Subject to all legal rights including appeal, Applicant agrees to accept and abide by all decisions of such officials.

10. In all stakes, acceptances may be made only through the entry box at the usual time of closing of entries, or at other times when the conditions for the race specifically so state.

11. PRA reserves the right to cancel any stake or other race which has not filled prior to the actual running thereof without liability to any person, except for the return of nomination and entrance fees paid. PRA reserves the right to divide the added money for any stake which is run in more than one division.

12. Horses claimed by, transferred to, or sold to, any person or stable which is not registered, and approved, for racing at Golden Gate Fields must be removed from the grounds within twenty-four (24) hours after they are claimed, transferred, or sold unless their continued presence is approved in writing by PRA, in its sole and absolute discretion.

13. **In no event, circumstance, or situation will PRA be considered to have responsibility for the care, custody, control, or well-being of any horse kept at Golden Gate Fields while in assigned stalls, on any racing surface, or elsewhere on the premises**. Trainer assumes full responsibility for the safety, care, and well-being of all horses stabled by them at Golden Gate Fields, and agrees to take all reasonable measures for the protection of such horses,

including providing adequate supervision for such animals while on the premises, hiring competent personnel to take care of such animals at all times, cleaning and maintaining stalls assigned pursuant to the Stall Application, and removing any hazardous condition from such stalls which is known to Trainer or their employees, or if Trainer believes that such condition should be remedied by PRA, promptly calling to the attention of PRA in writing, any such hazardous condition.

14. Trainer agrees to properly supervise all of their employees, agents, invitees, and other persons known to them to be in the area assigned to them pursuant to the Stall Application, and hereby acknowledges that Trainer is responsible for the conduct of their employees, agents, and invitees. PRA has no obligation to remedy any condition on the premises which may be caused by the negligence of, or willful conduct of, any such employees, agents, or invitees, unless it has prior written notice of the existence of such condition and has had a reasonable opportunity to repair such condition. Trainer agrees to be responsible and pay PRA for any damage to tack rooms assigned to Trainer caused by Trainer, Trainer's employees, agents, or invitees. PRA shall inspect the smoke detectors in the living quarters and shall make all necessary repairs. Notwithstanding the foregoing, Trainer or Trainer's employee or agent shall notify PRA if the smoke detector's battery is low and needs to be replaced. PRA shall be responsible for making all necessary repairs or replacements to said smoke detectors. PRA shall inspect the sprinklers located in the stalls and shall make all necessary repairs.

15. **Assumption of Risk**.

PLEASE READ SECTION 15 CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS.

Trainer KNOWINGLY, VOLUNTARILY, and EXPRESSLY ASSUMES ALL RISKS AND DANGERS, known and unknown, associated with: (a) caring for and working with horses, (b) participating in thoroughbred horse racing at Golden Gate Fields, and (c) being in, upon, or about the premises of Golden Gate Fields (which includes, without limitation, the training track or any racing surface). **Trainer, on their behalf and on behalf of their owners, further agrees to assume full responsibility for, and risk of, bodily injury, death, or property damage for the foregoing even if such is caused in whole or in part by the sole, joint, or comparative passive, active, or affirmative negligence, or strict liability of the PRA or otherwise and that PRA is not liable for any injuries from such causes**.

16. **Transportation to Slaughterhouse. Trainer shall not directly or indirectly participate in the transport of any horse from Golden Gate Fields to either a slaughterhouse or an auction house engaged in selling horses for slaughter**.

17. Trainer acknowledges that stalls occupied by horses shall not be padlocked at any time and agrees to act in conformity with this requirement. Additionally, Trainer acknowledges that tack rooms shall not be locked when occupied and agrees to act in conformity with this requirement.

18. Trainer, or one of Trainer's employees, shall have a presence in the barn at all times that there are one or more horses in the barn. PRA may enter and search living quarters so

long as it has reasonable cause to believe that there is an activity taking place that is criminal, or a threat to the health or safety of other occupants of living quarters, or a threat to the health or safety of the horses. PRA agrees to notify Trainer within 24 hours of any such entries.

19. In submitting this Stall Application for stalls or to otherwise participate in the Race Meet, it is understood that a background report may be made whereby information is obtained through personal interviews with third parties.

20. **Trainer acknowledges that Trainer's stable personnel are employees of Trainer, and that no employment relationship exists between such stable personnel and PRA**. Trainer agrees that Trainer's stable personnel shall be covered under the prevailing and applicable statutory employee benefit programs such as Workers' Compensation, Disability, Unemployment, Social Security, and the like, and at Trainer's sole cost and expense—since the employees are employees of Trainer and not PRA. Additionally, Trainer shall be responsible for complying with all OSHA regulations as they may pertain to Trainer's employees. Without limiting the generality of the preceding set forth in this Section, Trainer shall be responsible, at its sole cost and expense, for complying with all laws applicable to Trainer as the employer of Trainer's employees.

21. A public or private auction of a horse shall not be noticed, advertised, nor conducted on the premises of Golden Gate Fields unless written consent is first obtained from PRA, which consent will not be unreasonably withheld, provided that in the sole and absolute judgment of PRA, the seller has taken reasonable steps to ensure the safety of the public, patrons, and backside workers, the sale will not lead to the horse subsequently being sent to a slaughter house or an auction house engaged in selling horses for slaughter, and the auction does not interfere with the orderly course of racing, training, or the business of PRA.

22. PRA shall provide to Trainer a copy of its Emergency Action Plan.

23. If horses accepted for racing at the Race Meet are assigned to another facility (other than Golden Gate Fields), then the provisions of this Agreement shall also apply to such other facility. However, Trainer shall be responsible for receiving the emergency action plan (or similar document)—if such other facility has an emergency action plan—applicable to that other facility from such other facility. Additionally, Trainer shall be required to comply with any other rules and conditions that such facility may have.

24. **Arbitration Agreement & Class Action Waiver**.

PLEASE READ SECTION 24 CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS.

AGREEING TO ARBITRATION IS AN IMPORTANT DECISION. Arbitration will resolve disputes that would otherwise be resolved in a court of law. By agreeing to arbitrate, Trainer and PRA are giving up their right to sue in court and are giving up their right to have a jury trial.

Trainer and PRA agree that any disputes which are not able to be resolved informally shall be resolved in accordance with the following mandatory arbitration and class action waiver provisions ("Arbitration Agreement").

a. Arbitration. Unless otherwise prohibited by law, **TRAINER AND PRA AGREE TO ARBITRATE ALL CLAIMS AND DISPUTES** relating in any way to: (i) the Trainer's submission of the Stall Application, (ii) any and all decisions made by PRA regarding the Stall Application (e.g., rejecting the Stall Application in whole or in part), (iii) revocation of stalls previously assigned to Trainer, (iv) Trainer's participation in or attendance at the Race Meet, including without limitation, Trainer's exclusion from participating in the Race Meet and/or training at the Race Meet, (v) this Agreement, (vi) any and all dealings, actions, or inactions between PRA and Trainer, (vii) any claim by either PRA or Trainer based on contract, tort, equity, regulation, rule or statute, and (viii) the determination of the validity, interpretation, or scope of the parties' agreement to arbitrate (individually and collectively the "Arbitration Claims"), **through binding individual arbitration** (the "Arbitration"), **which precludes Trainer or PRA, from bringing any class, collective, or representative action against PRA or multiple trainers, as applicable**.

b. General Arbitration Provisions. The following provisions (the "General Arbitration Rules") shall apply to all Arbitrations except those Arbitration Claims set forth in Section 24(d)(iv) below:

i. Venue; Arbitrator Section Process. The Arbitration shall be heard in Alameda County by a single retired Federal or State Judge in the State of California. The same Arbitrator shall preside over the entire Arbitration. The Arbitration shall be conducted by JAMS and JAMS shall select a retired Federal or State Judge in the State of California, who has a background in complex business matters, to serve as the Arbitrator using its otherwise standard method for appointing an Arbitrator (See Rule 15 of the JAMS Rules).

ii. Arbitration Rules; Cost. All substantive and procedural matters of the Arbitration shall be in accordance with California law. The Arbitration shall be administered pursuant to JAMS' Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures (the "JAMS Rules") in those rules, except as modified by this Agreement. The costs of the Arbitration shall be paid fifty percent (50%) by PRA, and fifty percent (50%) by Trainer, provided that each party shall bear its own attorneys' fees and expenses. If the Trainer can successfully demonstrate to the Arbitrator that Trainer is financially unable to pay the Arbitrator's fees, then PRA shall pay such fees in their entirety, and any amount of Arbitration fees that PRA paid on behalf of Trainer shall be repaid from any Arbitration Award awarded Trainer, if any.

iii. Arbitration Award. The Arbitrator shall have the power to award any relief that would have been available in a court of law, provided that each party shall bear their own attorney's fees and costs, and as such, the Arbitrator shall not be entitled to award attorney's fees and costs to the prevailing party unless attorney's fees and costs could be awarded by statute if the case were brought in Court as opposed to through Arbitration.

iv. Arbitrator's Decision; Appeal Procedure. The Parties will request that the Arbitrator issue a brief written statement of decision within ten (10) business days after the conclusion of the hearing; however, the Arbitrator on its own motion may take up to the 30 days to issue a decision per Rule 24 of the JAMS Rules. The Arbitrator's decision shall be final and binding and effective upon rendition; provided, however, that the Parties adopt and agree to implement the JAMS Optional Arbitration Appeal Procedure (as it exists on the effective date of this Agreement) with respect to any final award in an arbitration arising out of or related to this Agreement (the "Appeal"), provided that the Appeal Panel's standard of review on appeal is whether the Arbitrator's decision was arbitrary or capricious. The Arbitrator's decision, and if applicable the decision following the Appeal, shall be final and binding and effective upon rendition subject only to appeal (other than the JAMS Optional Arbitration Appeal Procedure) as permitted by California law of Arbitration Awards. If a Party wishes to Appeal, the Party must file the notice of appeal within fourteen (14) calendar days after the Arbitrator's decision.

v. Enforcement of Judgment. Any judgment upon any award rendered by the Arbitrator may be entered by any state or federal court having jurisdiction thereof.

vi. Confidentiality of Arbitration. Except as otherwise required by, or prohibited by, law, the parties agree that the Arbitration will be confidential, and all conduct, statements, promises, offers, views, and opinions, oral or written, made during the Arbitration by any party or a party's agent, employee, or attorney will remain confidential and, where appropriate, will be considered work product and privileged, and the existence and the results of the Arbitration will be maintained by the parties and their respective agents, employees, and attorneys as confidential at all times.

vii. Emergency Relief. Either Trainer or PRA shall be able to seek emergency relief under the Emergency Relief Procedures provided for in the JAMS rules as of the effective date of this Agreement; provided, however, that the granting of emergency relief shall be governed consistent with the standards for granting a Temporary Restraining Order or Preliminary Injunction under *California Code of Civil Procedure* §525, et seq.

viii. Order of Precedence. This Arbitration Agreement shall take precedence over the JAMS Rules in the event of any conflict.

c. Non-Exclusion Claims. All Arbitration Claims other than those relating to: (i) Trainer's submission of the Stall Application, (ii) any and all decisions made by PRA regarding the Stall Application, (iii) revocation of stalls previously assigned to Trainer, and (iv) Trainer's participation in or attendance at the Race Meet, including without limitation, Trainer's exclusion from participating in the Race Meet and/or training at the Race Meet (collectively, "the Exclusion Claims") shall be conducted in accordance with the General Arbitration Rules. Any Arbitration which contains both Exclusion Claims and non-Exclusion Claims shall be governed in accordance with subsection (d) below.

d. Suspension/Exclusion Claims.

i. Exclusion Claims shall fall into one of two categories, a 'Short-Term Exclusion" and a "Non-Short-Term Exclusion." A "Short-Term Exclusion" is an exclusion or limitations on training or racing at Golden Gate Fields for a number of days that is less than the full duration (or full remaining dates) of the Race Meet. A "Non-Short-Term Exclusion" is an exclusion from participating in racing in training at Golden Gate Fields which does not qualify as a "Short-Term Exclusion."

ii. For all Arbitration Claims which are Exclusion Claims (or a mix of both Exclusion Claims and non-Exclusion Claims), the Arbitration shall be conducted in accordance with the following:

A. PRA shall have the initial burden to establish that (I) it had a rational basis to make the decision at the time when the decision was made, (II) it acted in good faith, (III) it acted on the basis of a fair and substantial reason, (IV) it did not discriminate, and (V) the Adverse Decision was not manifestly disproportionate to the grounds relied upon. Trainer may then present evidence to rebut those grounds or to support any affirmative claims.

B. CTT Participation and Attendance. If the Trainer requests, and the California Thoroughbred Trainers ("CTT") agrees, the CTT may represent Trainer in the Arbitration. If the CTT does not represent Trainer in the Arbitration Hearing, the CTT may attend the Arbitration Hearing provided that the CTT representatives that attend the hearing agree to be bound by the confidentiality provisions set forth in Section 24(b)(vi) above.

C. Attendance of Meeting and Reconsideration Meeting. Trainer shall not be entitled to file an Arbitration Claim or otherwise seek Arbitration unless the Trainer has participated in both the Meeting and Reconsideration Meeting, as those terms are defined in PRA's Trainer Exclusion/Suspension Process, a copy of which is available in the PRA's racing office.

iii. Non-Short-Term Exclusions. For all Non-Short-Term Exclusions, the Arbitration shall be conducted in accordance with the General Arbitration Rules except as modified by the following: The Arbitrator will commence a hearing within 180 days of Trainer's filing and receipt by JAMS of the Notice of Arbitration. The hearing will occur on consecutive days without interruption until completion, Saturdays, Sundays and Holidays excepted, and will not encompass more than five (5) full business days, unless otherwise extended by the Arbitrator based on good cause.

iv. Short-Term Exclusions. The Arbitration for Short-Term Exclusions shall be conducted as follows:

A. No Emergency Relief. If the Adverse Decision results in a Short-Term Exclusion, Trainer shall not be entitled to seek any emergency relief or provisional remedies (e.g., a Temporary Restraining Order or Preliminary Injunction) either through the Arbitrator or through filing an action in Superior Court.

B. Selection of Arbitrator. Trainer shall notify PRA in writing that it wishes to formally challenge PRA's Adverse Decision. Within two (2) business days of PRA's receipt of Trainer's notification, PRA and Trainer will meet and confer to try to agree upon the appointment of an Arbitrator. If the Parties cannot agree on the Arbitrator, the Arbitrator will be appointed on the third business day by random lot, drawing from a pre-approved list of four (4) Arbitrators which had been previously selected by PRA and the CTT.

C. Exchange of Documents; Discovery. PRA and Trainer will exchange all relevant documents within seven (7) calendar days of the appointment of the Arbitrator. Other than this exchange of documents, no other forms of discovery will be permitted, including depositions.

D. Hearing Date. The Arbitrator will convene a hearing within ten (10) calendar days of the Arbitrator's appointment, provided, that the Arbitrator may for good cause extend the date of the hearing past ten (10) calendar days of the Arbitrator's appointment.

E. Purpose of the Hearing. The sole purpose of the hearing will be to determine whether Adverse Action was made in accordance with California law. The hearing will be informal, with each side providing a concise summary of their positions. The Arbitrator may allow brief testimony from witnesses. The hearing will occur during the course of a single business day. The Arbitrator may choose whether to issue an oral statement of decision at the end of the hearing, or instead, issue a brief written statement of decision within two (2) business days after the conclusion of the hearing. Additionally, the Arbitrator shall resolve any claim seeking a determination of the validity, interpretation, applicability, enforceability, or scope of this agreement to arbitrate

F. Arbitrator's Decision. The Arbitrator's decision shall be final and binding and effective upon rendition subject only to appeal as permitted by California law of Arbitration Awards.

G. Arbitration Award. If the Arbitrator finds that PRA's Adverse Decision was not made in accordance with California law, the Arbitrator may order PRA to reinstate Trainer. The Arbitrator shall not be entitled to grant any additional relief. Each party shall bear their own attorney's fees and costs, and as such, the Arbitrator shall not be entitled to award attorney's fees and costs to the prevailing party unless attorney's fees and costs could be awarded by statute if the case were brought in Court as opposed to through Arbitration.

H. Cost. The costs of the Arbitration shall be paid fifty percent (50%) by PRA, and fifty percent (50%) by Trainer, provided that each party shall bear its own attorneys' fees and expenses. If the Trainer can successfully demonstrate to the Arbitrator that Trainer is financially unable to pay the Arbitrator's fees, then PRA shall pay such fees in their entirety, and any amount of Arbitration fees that PRA paid on behalf of Trainer shall be repaid from any Arbitration Award awarded Trainer, if any.

I. Enforcement of Judgment. Any judgment upon any award rendered by the Arbitrator may be entered by any state or federal court having jurisdiction thereof.

J. Confidentiality of Arbitration. Except as otherwise required by law, the parties agree that the Arbitration will be confidential, and all conduct, statements, promises, offers, views, and opinions, oral or written, made during the Arbitration by any party or a party's agent, employee, or attorney will remain confidential and, where appropriate, will be considered work product and privileged, and the existence and the results of the Arbitration will be maintained by the parties and their respective agents, employees, and attorneys as confidential at all times.

e. Class Action Waiver ("Class Action Waiver"). The Parties agree that in any Arbitration Claim to be resolved by Arbitration, neither Trainer nor PRA will be able to participate in a class action or class arbitration. Each Party understands and agrees that by requiring each other to resolve all disputes through individual arbitration, **each Party is waiving the right to a court or jury trial**. **ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND NOT AS A CLASS ACTION, representative action, class arbitration or any similar proceeding**. The arbitrator(s) may not consolidate the claims of multiple parties unless such parties share common ownership.

f. If any term, condition, or provision of this Arbitration Agreement is held to be illegal, invalid, or unenforceable, such term, condition, or provision shall be severed from this Arbitration Agreement and the remainder of this Arbitration Agreement will not be affected by such illegality, invalidity, or unenforceability, but will continue to be valid and enforceable to the fullest extent permitted by law.

25. Additional Terms.

a. Governing 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 and any applicable federal law 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. Without limiting the effect of the Arbitration Agreement, each party hereby expressly waives any and all rights that it may have to make any objections based on jurisdiction, venue, or sufficiency of process to any Arbitration brought to enforce the terms of this Agreement, and each party hereto agrees to venue in Alameda County, California.

b. Severability. If any term, condition, or provision of this Agreement is held to be illegal, invalid, or unenforceable, such term, condition, or provision shall be severed from this Agreement and the remainder of this Agreement will not be affected by such illegality, invalidity, or unenforceability, but will continue to be valid and enforceable to the fullest extent permitted by law.

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 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.

d. No Third-Party Beneficiary, Reliance, or Enforcement. The provisions of this Agreement are not intended to be for the benefit of, or enforceable by, any party other than PRA or Trainer. Except for PRA and Trainer, no party shall have any right to rely upon or enforce any of the terms and provisions of this Agreement.

e. Survival. In addition to any other survival clause set forth elsewhere in this Agreement, Sections 15 and 24 of this Agreement shall survive the termination of this Agreement

Exhibit B

Acknowledgments and Agreement on Back of Stall Application

1. I acknowledge that the Golden Gate Fields Terms and Conditions of Stabling and Racing (the "Agreement") are available at Golden Gate Fields's racing office and available for download at _____. _____
   Initial

2. I acknowledge that I have received and fully read the Agreement. _____
   Initial

3. I understand and agree that the Agreement is incorporated into and made part of the Stall Application as if fully set forth on this Stall Application. _____
   Initial

4. I am not relying on any other document or contract at the time when I am entering into the Agreement. _____
   Initial

5. **I understand and acknowledge that that the Agreement contains an assumption of risk provision**. _____
   Initial

6. **I understand and acknowledge that the Agreement contains a mandatory arbitration provision with a class action waiver. I understand and acknowledge that the arbitration will resolve disputes that would otherwise be resolved in a court of law, and that by agreeing to arbitrate, I and Pacific Racing Association are giving up our rights to sue in court and to have any potential dispute heard by a jury. I understand and agree that a single arbitrator will resolve the dispute**. _____
   Initial

7. **I acknowledge that I am not entering into a lease of space agreement but rather, if granted stalls, I will be receiving a revocable license which is subject to the terms and conditions of the Agreement**. _____
   Initial

8. In addition to all other requirements set forth elsewhere, for this Stall Application to be considered by Pacific Racing Association, I understand and agree that I must: (a) provide the workers' compensation information requested in the space below; and (b) that I must sign and date the Stall Application—and if I submit more than one (1) Stall Application due to my submitting more horses than there is space for on the reverse side of this Stall Application, I must sign each Stall Application separately, initial each Stall Application separately and provide the workers' compensation insurance information on each separate Stall Application. _____
   Initial

I certify that I have read, understand, and voluntarily enter into this Stall Application which incorporates the Agreement as if the Agreement was fully set forth on the Stall Application.

Signature	Print Name	Date



Race Meet Agreement

Fall 2022

Between

Pacific Racing Association

And

California Thoroughbred Trainers

October 19, 2022 – December 20, 2022

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2022 Fall Race Meet Agreement
Golden Gate Fields & California Thoroughbred Trainers

This Agreement is entered into by and between Pacific Racing Association ("Track") and the California Thoroughbred Trainers, Inc. ("CTT") and becomes effective on October 19, 2022.

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. California *Business and Professions Code* §19613.1 (b) states the trainers' organization shall generally be responsible for negotiating issues relating to the backstretch, track safety, and the welfare of backstretch employees.

C. CTT is the duly organized trainers' association recognized by Track and 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.

D. Track and CTT, 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, CTT, and its members, and for the purpose of providing for an orderly and uniform method of dealing with issues involving the racetrack, track safety, the backstretch, and the welfare of trainers and other backstretch personnel, 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 are hereby acknowledged, Track and CTT (each a "Party", and collectively, the "Parties") hereby agree as follows:

1. Term. Except as otherwise provided herein, the provisions of this Agreement shall be applicable only to the thoroughbred race meet conducted by Track under license from the CHRB for the period commencing October 19, 2022, through December 20, 2022 (the "Term").

2. Purse Projections. Track shall provide to CTT, prior to each individual race meet which takes place during the Term, and on not less than a bi-weekly basis during the Term, for CTT's information, Track's projections (and supporting documents) of estimated purses.

3. CTT Distributions.

a. Track shall pay to CTT during the Term the sums required by Section 19613(b) of the California *Business & Professions Code*. Specifically, Track shall pay one percent (1%) to CTT Backstretch Employees' Retirement Savings Pension Plan and one-half percent (1/2%) to CTT, as required by law. The amounts payable to CTT Backstretch Employees' Retirement Savings Pension Plan and CTT pursuant to this provision may be referred to sometimes collectively as "CTT Distribution". Track shall also pay to CTT, in a timely fashion as may be established by normal industry practice or by general agreement of the Parties, all other statutory distributions due CTT including, without limitation, amounts payable pursuant to California *Business & Professions Code* section 19604. Purse money and commissions generated from Simulcasting shall be divided in accordance with the applicable provisions of the California *Business and Professions Code*.

b. The sums payable pursuant to this Section 3 shall be paid on Friday of each week during the Term; the final payment shall be made on or before 10 calendar days following the close of each individual race meet 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.

c. Track shall at any time refrain from asserting, in any judicial or non-judicial proceeding at law or in equity or in a bankruptcy petition, any ownership interest in the disbursements set forth in this Section 3. Track acknowledges it acts as merely a conduit for the transfer of the monies and disbursements herein described for the benefit of CTT Distribution, and, as such, can claim no ownership interest of any sort in these monies.

4. Condition Book.

a. Track agrees that its Racing Secretary will inform the CTT, 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 CTT can discuss in good faith any comments, questions, or proposed changes the CTT 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.

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

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

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

e. Track agrees that each Condition Book will provide for at least two weeks of racing, except for the last Condition Book of an individual race meet which occurs during the Term. Track agrees that each Condition Book will include an index of races contained in said Condition Book.

5. Stall Applications. Each stall application shall refer to the particular horses for which stalls are requested and no substitution of horses shall be permitted without Track's prior consent. The Stall Application Agreement used by Track is attached hereto as Exhibit A which is hereby incorporated into and made part of this Agreement. The Stall Application Agreement will be incorporated into and made part of the Stall Application. The acknowledgments and agreement included on the Stall Application which the trainer will initial or sign, as applicable, is attached hereto as Exhibit B which is hereby incorporated into and made part of this Agreement.

6. 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.

b. Track agrees to use its commercially reasonable efforts to provide stalls to horses that are in a 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 Track's Racing Secretary has approved stalls. Stalls shall be assigned only to 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, or for Track's needs for access to such stalls for repairs, maintenance, and construction. CTT members shall cooperate with Track to provide reasonable access to occupied stalls for necessary repairs, maintenance, and construction. The name of any trainer not cooperating with reasonable access shall be provided to CTT within 24 hours of such non-cooperation. Track will assure that stalls being repaired will be substituted for by other stalls at Track's cost, if applicable. Prior to the stable area opening for occupancy, as set forth in subsection (f) below, and at any other time upon CTT's request, Track shall provide to CTT a detailed report (by barn and stall number) of all significant repairs and improvements accomplished within the prior 60 days. Track and CTT agree that structural and infrastructure repairs and maintenance to enhance equine and human safety shall have priority over other improvement projects.

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, and taking into consideration the character of each individual race

meet conducted during the Term, and the horses suitable for the holding of such race meet. In the allocation and assignment of stall space for thoroughbreds, so long as the trainer is duly licensed, Track will not discriminate in any way against any trainer by reason of membership in the CTT.

d. Track shall not allocate more than sixty (60) stalls to any one trainer. Following allocation of stalls which shall not exceed sixty (60) stalls 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 seventy-five (75) stalls to any one trainer. 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. Notwithstanding the foregoing, the sixty (60) stall limitation shall be increased to seventy-five (75) stalls if it can be demonstrated that a trainer allocated seventy-five (75) stalls has a history of starting twice as many horses as trainers allocated sixty (60) stalls.

e. 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 at no charge to horsemen three days before and two days after each individual race meet which occurs during the Term.

f. Track further agrees to maintain and service the main track on a regular basis, including, without limitation, refurbishment of the existing synthetic track through and including, without limitation, addition of new polymers, fibers, and any additional component deemed by CTT and Track necessary for the proper upkeep of the main track. Notwithstanding the requirement for daily maintenance, Track shall refurbish the main track five (5) times per calendar year. The refurbishments, unless otherwise agreed to by both Track and CTT, occur in the same intervals as past practice.

7. House Rules. Track has established, and may in the future establish, rules, regulations, and security procedures. Track shall consult with the CTT prior to Track adopting new rules, regulations, and security procedures, and shall reasonably consider any objections expressed by the CTT. Notwithstanding the consultation and consideration of any objections provided for in the previous sentence, Track shall be permitted, in its discretion, to adopt any such new rules, regulations, and security procedures. Any rules, regulations, or procedures so enacted shall be in addition to, and shall not supplant or conflict with, the rules and regulations of the CHRB or applicable California law, or the Horseracing Integrity and Safety Act of 2020.

8. Exclusion/Suspension of a Trainer.

a. Bases, Legal Standard.

i. Bases for Exclusion. Track's authority to make decisions in the ordinary course of business to limit or deny stalls based upon eligibility or quality of horses included in a stall application, as set forth in Section 6(c) shall not be limited or effected by the

provisions of this Agreement. Without limiting the foregoing, Track may reject a stall application in whole or in part, revoke a Trainer's stall assignments, refuse to accept any entry in any race from a Trainer, suspend or exclude a Trainer ("each an Adverse Action") so long as Track reasonably believes that:

A. A horse under Trainer's care tested positive for a CHRB defined Class 1 through Class 3 drug substance;

B. Trainer has engaged in conduct (or failed to take action) which compromises the health and/or safety of animal or human;

C. Trainer does not have the fitness or competence to train thoroughbred racehorses;

D. Trainer's conduct falls below the prevailing industry standard of care for training thoroughbred racehorses in California;

E. Trainer has committed serious, or repeated material (meaning, not purely technical), violation(s) of regulatory protocols, rules, or regulations, or serious, or repeated material (meaning, not purely technical), violation(s) of Track protocols, rules, or regulations, provided such Track protocol, rule, or regulation does not conflict with any CHRB Rule or the Horseracing Integrity and Safety Act of 2020;

F. Trainer's conduct (or failure to take action) including serious misconduct unrelated to racing (for example, sexual or other harassment, domestic or other violence, theft, substance abuse, etc.) or Trainer's participation (continued or otherwise) in the meet, compromises the integrity of horse racing or is likely to cast horse racing or Track in a negative light; or

G. Trainer has engaged in conduct (or failed to take action) which, or Trainer's continued participation, compromises the successful conduct or promotion of horse racing.

ii. Legal Standard. Track's decision must (A) be made in good faith; (B) supported by a fair or substantial reason; and (C) not be discriminatory. Additionally, the Adverse Action taken against Trainer may not be manifestly disproportionate to the grounds relied upon for the Adverse Action taken.

b. Process. If Track is considering taking Adverse Action against a trainer, Track shall follow the process set forth on Exhibit C which is attached to this Agreement and is hereby incorporated into and made part of this Agreement.

c. Arbitration. At the commencement of the Term, Track and CTT shall create a pre-approved list of four (4) Arbitrators to be used in Short-Term Exclusion Arbitration as set forth in Section 25(d)(iv)(B) of Exhibit A. The list of Arbitrators will be determined based on a striking and ranking process as follows:

i. Track and CTT will simultaneously exchange a list of five (5) proposed Arbitrator, for a total of ten (10).

ii. Track and CTT will rank one another's proposed Arbitrator with one (1) being the highest ranking and five (5) being the lowest. Track and CTT may strike one Arbitrator from one another's lists. Track and CTT will then simultaneously exchange their rankings.

iii. A group of four (4) Arbitrator will then be assembled based on each side's top two rankings of the remaining Arbitrators on one another's proposed lists.

9. 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.

10. First Post Time. All Post times for each race meet which takes place during the Term must be submitted for approval of the CHRB in Track's initial application for license. Any changes in Post time following the opening of such race meet must be submitted to CHRB for their approval.

11. 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; and/or destruction of the racing plant of Track by fire or other casualty, and Track is thereby prevented from conducting one (1) or more days of scheduled thoroughbred racing, then sums otherwise payable by Track for the missed racing day shall not be due and payable.

12. Stabling at and Vanning from Auxiliary Stabling Facilities. 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 for such race meet that occurs during the Term:

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.

b. Track agrees it will provide auxiliary stall applications for horses to be stabled at auxiliary stabling facility as far in advance of the opening of an individual race meet which occurs during the Term as is commercially practical. Said auxiliary stalls shall be made available without cost to horsemen, pursuant in accordance with the applicable provisions of the California Horse Racing Law.

c. CTT and Track agree to use their commercially reasonable efforts to cause eligible horsemen to be reimbursed promptly for vanning in accordance with the applicable

provisions of the California Horse Racing Law. Said payment shall be in an amount determined by the Northern California Stabling and Vanning and Committee. Horses stabled at any other offsite facility shall not be eligible for said payment.

d. 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.

13. 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.

14. Anti-Monopoly Provision.

a. Track acknowledges CTT'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, without first obtaining the consent of the CTT, which consent shall not be unreasonably withheld.

b. CTT 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. Accordingly, CTT 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, provided that CTT will be given a minimum 24-hour prior written notice by Track that a particular serviceman, supplier, or vendor will be denied further access or privileges to Track grounds or property. Notwithstanding anything to the contrary herein, Track shall have the right to enforce the provisions of its contract with WestWalk Inc. to be the exclusive provider of hot walking machines.

15. 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, or whose horse has competed or is scheduled to compete during the Term.

b. Track further agrees to issue to all CTT Board members, its President, Executive Director, and Deputy Directors, North and South, and General Counsel, VIP or "official" credentials for the Term, including but not limited to, an "official" pin and Turf Club, or equivalent, guest pass. All other CTT authorized personnel, CTT Pension Administrative

Committee Members, and California Horsemen's Safety Alliance representatives, who are not trainers or otherwise covered herein, up to a maximum of five (5), shall receive an "official" pin.

16. Training/Stabling/Employee Housing Facilities.

a. At all times during the Term which Track is scheduled to be open for training, Track will cause the main track to be open at 6:00 A.M. (roof lights when necessary) and to remain open for training until 10:00 A.M. every day of the week, except Monday, when the Track shall be closed. The Track will be available for training six (6) day a week.

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

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 in which 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 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 five (5) days per week.

e. Track and CTT agree that they shall work cooperatively to assess and remedy any conditions that may adversely affect the main track and grass course during the Term and while the main track and grass course are open for training during the Term. Track further agrees to use commercially reasonable efforts to maintain the main track, grass course, surrounding roads, and the barn area in good and safe condition.

f. While acknowledging that it is impossible to keep surfaces free of all rocks, it is the intent of the parties that Track will use commercially reasonable efforts to obtain and use materials on said surfaces that are free of rocks. In the absence of gross negligence, the Track shall not be liable for the presence of rocks.

g. It is agreed that maintenance and construction work will be restricted during training hours so as not to endanger horses and/or backstretch personnel. It is further agreed that the track and backstretch areas will be kept free of rocks and other injurious debris so

long as practicable; and in the absence of gross negligence, the Track shall not be liable for the presence of rocks and other injurious debris.

h. Track shall maintain stabling and keep all stalls in good repair. Stalls shall be maintained in such condition that they are safe, useable, and promote the safety and health of the horses, and that of people who work with and have other contact with horses.

i. CTT will use its best efforts to inform trainers to comply with all federal, state, and local laws, rules, codes, and ordinances. Without limiting the generality of the foregoing, all feed must be properly stored at all times. Track shall make available to CTT the guidelines for proper feed storage and other governmental requirements related to the backstretch. CTT shall be responsible for disseminating the guidelines to its members. Track shall also provide to CTT, immediately upon receipt thereof, any governmental notice relating to any issue on the backstretch so that CTT may work with Track and/or trainer in addressing the issue. Track reserves all rights against an offending trainer in connection with any fine levied against Track by a governmental entity for the improper storage of feed.

17. Track Safety.

a. Within a reasonable time following its receipt by Track, not to exceed 72 hours, Track agrees to provide or otherwise make reasonably available to CTT for review, and to meet with CTT representatives at mutually agreeable times during the Term to discuss, information concerning the soil or material composition, construction, engineering and remediation of Track's main track and turf course surface, including, without limitation, to the extent they exist and is in Track's possession, custody, or control, material laboratory analyses, consultant analyses, daily maintenance protocols and reports, and remediation recommendations. Track agrees to provide to CTT on an ongoing basis and as set forth above, any and all testing reports, data, or recommendations done by, requested by, and/or provided to Track or the CHRB, so long as such testing reports, data, or recommendations are in Track's possession, custody, or control. Track and CTT mutually agree to grant authorization to each other to obtain and to release to each other any information regarding track testing reports, data, or recommendation in the custody, possession, or control of the CHRB upon its receipt by Track. CTT agrees to exercise its discretion regarding whether or not to disseminate any such reports received pursuant to this Agreement.

b. Track will make available all horse ambulance reports to CTT, as generated, and no later than on a weekly basis during each individual race meet which occurs during the Term.

c. Within a reasonable time following its receipt, not to exceed 72 hours, CTT agrees to provide or otherwise make reasonably available to Track for review, to the extent they exist and are in the possession, control, or custody of CTT, any material laboratory analyses, consultant analyses, daily maintenance protocols and reports, and remediation recommendations. Any CTT employee, agent, or person CTT causes to be on the main track or training track must be licensed by the CHRB before said individual enters the main track or grass course. Additionally, said individual shall follow and comply with all applicable laws, rules, and

regulations. Moreover, CTT agrees to indemnify and hold harmless Pacific Racing Association, Pacific Racing Association II, Golden Gate Fields Land Holdings LLC, TSG Developments Investments Inc., TSG Developments Land Holdings Inc., and their respective affiliates, members, partners, shareholders, officers, directors, employee, attorneys, and agents from and against any and all claims, demands, suits, losses, damages, injuries, liabilities, costs and expenses, including reasonable attorneys fee, that arises as a result of said individual being on the main track or grass course. The preceding sentence does not pertain to trainers, exercise riders, jockeys, or grooms performing their regular duties relating to training.

18. Signage & Trainer's Proprietary Rights.

a. Track agrees that should it desire to utilize the name, image, or likeness of a particular trainer for a promotional or commercial purpose, other than the promotion of live racing or simulcasting, and wagering on the outcome thereof, e.g., the sale of merchandise bearing the name or likeness of a trainer, Track shall contact the individual trainer and obtain their consent, and if necessary and appropriate, reasonably compensate said trainer or trainers for the use of such name, image, or likeness.

b. Track agrees to place a CTT sign in a reasonably prominent location, of Track's choosing after consultation with CTT, at Track.

19. Fire and Disaster Insurance.

a. Track is not responsible for the purchase of any insurance policy covering horses and/or property owned by the members of the CTT. 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 CTT 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).

b. If an insurance policy is acquired pursuant to subsection (a) above, the amount recovered by an owner under this insurance policy shall be credited as an offset to the liability of Track, if any.

20. CTT Covenants. During the Term, and as long as Track is not in violation of the terms of this Agreement or of applicable law, CTT will not instigate, promote, encourage, or engage in any boycott of any race or race meet which occurs during the Term (except and in the event the track is unsafe for racing) conducted by Track while this Agreement is in force and effect.

21. Track Covenants. During the Term, and as long as CTT is not in violation of the terms of this Agreement or of applicable law, Track shall recognize CTT as the official organization representing the trainers during the Term and shall not participate in any action,

claim, or proceeding seeking the de-certification of the CTT as the official and exclusive representative of California thoroughbred trainers, nor will Track engage in a lockout of CTT members.

22. Mutuality.

a. Track and CTT 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 the high standards of fairness, inclusion, communication, and honesty.

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

c. A Horsemen-Management Committee shall be created, composed of such members of the CTT as they may designate and administrative officials to be designated by Track. All matters concerning problems of the Parties in regard to conditions of the racetrack, the backside, and the health, welfare, and safety of the horses, the trainers, or their employees, and stabling and vanning, will be referred to this committee in an effort to amicably and equitably adjust and resolve any problems which may arise. The Parties herein shall prepare and agree to a monthly meeting schedule during which grievances and any other issues may be discussed and resolved. If each Party notifies the other that no issues will be agendized for the upcoming monthly meeting, the Parties may mutually cancel that monthly meeting. The Horsemen-Management Committee shall have no role in any issue that deals with the exclusion of a trainer.

d. The Parties will endeavor in good faith to discuss (whether at the monthly meetings described in subsection (c) above or otherwise) any significant changes, modifications, or improvements to the racing facilities, racing schedule, or backstretch conditions.

23. Default. The respective covenants herein contained are concurrent, and no Party who is in default of this Agreement shall have the right to enforce any covenant hereunder until said default has been cured. If any dispute shall arise hereunder which requires litigation or arbitration, the substantially prevailing party shall be entitled to its costs of suit, including reasonable attorney's fees.

24. Inconsistent Language. When the language in the Condition Book, Stall Application, Stakes Nomination Forms, proposed Stakes Book for an upcoming individual meet which occurs during the Term, 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.

25. Notice. Notices required to be given under this Assignment shall be sent by certified mail, return receipt requested, postage prepaid at the address set forth below, or by email.

If to Track:	David Duggan Golden Gate Fields 1100 Eastshore Hwy Albany, CA 94706 David.Duggan@goldengatefields.com
With a copy to:	Eric Sindler Golden Gate Fields 285 W. Huntington Drive Arcadia, CA 91007 Eric.Sindler@monarchmgmt.com
If to CTT:	Alan F. Balch Executive Director California Thoroughbred Trainers P.O. Box 660039 Arcadia, CA 91006-0039 afbalch@gmail.com

26. Additional Terms.

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 hereto. 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. Successors and Assigns. This Agreement shall be binding on and inure to benefit of the Parties hereto and their successors and assigns.

c. 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.

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 CTT agree that copies of this Agreement sent by email (in PDF or similar format) or DocuSign (or other similar service), 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. 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 at any time during the pendency or upon termination of this Agreement, and the Parties shall not be deemed to waive or abridge any rights, claims, or privileges at any time during or after the term of this Agreement

h. No Third-Party Beneficiaries, Reliance, or Enforcement. 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 CTT. Except for Track and CTT, 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 effective as of October 19, 2022.

Pacific Racing Association	California Thoroughbred Trainers, Inc.
By:_____	By:_____
Name:_____	Name: Alan F. Balch
Title:_____	Title: Executive Director
Date:_____	Date:_____

Exhibit A

Golden Gate Fields
Terms and Conditions of Stabling and Racing
("Agreement")

PLEASE NOTE: This Agreement, as set forth below, contains among other provisions: (1) an express assumption of risk provision with respect to risk of bodily and property injury (Section 15) and (2) an individual (with waiver of class action) arbitration agreement provision (Section 25). **PLEASE READ THE ENTIRETY OF SECTIONS 15 AND 25 CAREFULLY AS THESE SECTIONS SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS**.

PLEASE NOTE: IF AWARDED STALLS, SUCH AWARD IS A REVOCABLE LICENSE THAT LIMITS THE HOLDERS' LEGAL RIGHTS.

You, trainer applicant ("Trainer"), hereby agree to each of the following terms and conditions in consideration for permission from Pacific Racing Association ("PRA") to race and stable horses at Golden Gate Fields during the 2022 Fall Race Meet (the "Race Meet"), and to participate in the Race Meet. The terms and conditions set forth in this Agreement are hereby incorporated into and made part of the stall application for the Race Meet (the "Stall Application") as if fully set forth in the Stall Application:

1. PRA reserves the right, immediately, to: (a) refuse this Stall Application for stable space in whole or in part; (b) refuse to accept any entry in any race; (c) exclude/suspend Trainer from participating in racing and/or training at the Race Meet; or (d) refuse the transfer of an entry (collectively, an "Adverse Action"); provided, however, PRA shall make the Adverse Decision in accordance with Exclusion Standard as set forth in Section 24 below.

2. If any horse is denied stable space or the privilege of registration for racing for any reason, all nomination fees and payments for eligibility to stake races that have been paid with respect to the horse shall be refunded and such sum will be deducted from the total amount subscribed for the particular race or races.

3. After Trainer's submission of the Stall Application, Trainer shall notify PRA immediately of any change in stall requirements and, if stalls have been allocated, of any change in shipping plans.

4. Trainer acknowledges that Trainer has inspected the stalls at Golden Gate Fields and is familiar with such stalls and agrees to accept any stalls assigned to Trainer pursuant to the Stall Application. Such stalls shall be made available to Trainer in an appropriate condition for stabling.

5. Trainer agrees to vacate any stalls assigned at Golden Gate Fields, or any approved auxiliary training facility, and to remove all horses, equipment, and personnel from the premises of Golden Gate Fields, or any approved auxiliary training facility, within three (3) days after being requested by PRA to do so; provided, however, that PRA's decision to exercise its rights under this Section shall be made in accordance with Exclusion Standard.

6. Trainer represents that Trainer has read and is familiar with the Rules of Racing and Regulations of the California Horse Racing Board ("CHRB"), all conditions applicable to the Race Meet, and the rules of PRA which shall be published from time to time in the condition book(s), and Trainer agrees to be bound by and comply with the same. All stable reservations and entries in stakes and all other races shall be subject to all conditions, rules, and regulations of the CHRB and PRA.

7. Trainer represents that Trainer is duly authorized to represent the owners of the horses listed on the Stall Application, for all maters where Trainer is acting as an agent for such horse owners. All references herein to Trainer or to Trainer's horses, equipment, agents, or employees shall include said owners and their horses, equipment, agents, and employees when applicable.

8. Trainer shall maintain an accurate Stable Employee Registration List and shall submit a copy thereof to PRA within five (5) days of any change to the list. Trainer shall also submit a copy to the CHRB if required by CHRB rule.

9. All disputes, claims, and objections arising out of racing, or with respect to interpretation of any CHRB rules, shall be decided by the Board of Stewards of the Race Meet or the CHRB. Subject to all legal rights including appeal, Applicant agrees to accept and abide by all decisions of such officials.

10. In all stakes, acceptances may be made only through the entry box at the usual time of closing of entries, or at other times when the conditions for the race specifically so state.

11. PRA reserves the right to cancel any stake or other race which has not filled prior to the actual running thereof without liability to any person, except for the return of nomination and entrance fees paid. PRA reserves the right to divide the added money for any stake which is run in more than one division.

12. Horses claimed by, transferred to, or sold to, any person or stable which is not registered, and approved, for racing at Golden Gate Fields must be removed from the grounds within twenty-four (24) hours after they are claimed, transferred, or sold unless their continued presence is approved in writing by PRA, in its sole and absolute discretion.

13. **In no event, circumstance, or situation will PRA be considered to have responsibility for the care, custody, control, or well-being of any horse kept at Golden Gate Fields while in assigned stalls, on any racing surface, or elsewhere on the premises**. Trainer assumes full responsibility for the safety, care, and well-being of all horses stabled by them at Golden Gate Fields, and agrees to take all reasonable measures for the protection of such horses,

including providing adequate supervision for such animals while on the premises, hiring competent personnel to take care of such animals at all times, cleaning and maintaining stalls assigned pursuant to the Stall Application, and removing any hazardous condition from such stalls which is known to Trainer or their employees, or if Trainer believes that such condition should be remedied by PRA, promptly calling to the attention of PRA in writing, any such hazardous condition.

14. Trainer agrees to properly supervise all of their employees, agents, invitees, and other persons known to them to be in the area assigned to them pursuant to the Stall Application, and hereby acknowledges that Trainer is responsible for the conduct of their employees, agents, and invitees. PRA has no obligation to remedy any condition on the premises which may be caused by the negligence of, or willful conduct of, any such employees, agents, or invitees, unless it has prior written notice of the existence of such condition and has had a reasonable opportunity to repair such condition. Trainer agrees to be responsible and pay PRA for any damage to tack rooms assigned to Trainer caused by Trainer, Trainer's employees, agents, or invitees. PRA shall inspect the smoke detectors in the living quarters and shall make all necessary repairs. Notwithstanding the foregoing, Trainer or Trainer's employee or agent shall notify PRA if the smoke detector's battery is low and needs to be replaced. PRA shall be responsible for making all necessary repairs or replacements to said smoke detectors. PRA shall inspect the sprinklers located in the stalls and shall make all necessary repairs.

15. **Assumption of Risk**.

PLEASE READ SECTION 15 CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS.

Trainer KNOWINGLY, VOLUNTARILY, and EXPRESSLY ASSUMES ALL RISKS AND DANGERS, known and unknown, associated with: (a) caring for and working with horses, (b) participating in thoroughbred horse racing at Golden Gate Fields, and (c) being in, upon, or about the premises of Golden Gate Fields (which includes, without limitation, the training track or any racing surface). **Trainer, on their behalf and on behalf of their owners, further agrees to assume full responsibility for, and risk of, bodily injury, death, or property damage for the foregoing even if such is caused in whole or in part by the sole, joint, or comparative passive, active, or affirmative negligence, or strict liability of the PRA or otherwise and that PRA is not liable for any injuries from such causes**.

16. **Transportation to Slaughterhouse. Trainer shall not directly or indirectly participate in the transport of any horse from Golden Gate Fields to either a slaughterhouse or an auction house engaged in selling horses for slaughter**.

17. Trainer acknowledges that stalls occupied by horses shall not be padlocked at any time and agrees to act in conformity with this requirement. Additionally, Trainer acknowledges that tack rooms shall not be locked when occupied and agrees to act in conformity with this requirement.

18. Trainer, or one of Trainer's employees, shall have a presence in the barn at all times that there are one or more horses in the barn. PRA may enter and search living quarters so

long as it has reasonable cause to believe that there is an activity taking place that is criminal, or a threat to the health or safety of other occupants of living quarters, or a threat to the health or safety of the horses. PRA agrees to notify Trainer within 24 hours of any such entries.

19. In submitting this Stall Application for stalls or to otherwise participate in the Race Meet, it is understood that a background report may be made whereby information is obtained through personal interviews with third parties.

20. **Trainer acknowledges that Trainer's stable personnel are employees of Trainer, and that no employment relationship exists between such stable personnel and PRA**. Trainer agrees that Trainer's stable personnel shall be covered under the prevailing and applicable statutory employee benefit programs such as Workers' Compensation, Disability, Unemployment, Social Security, and the like, and at Trainer's sole cost and expense—since the employees are employees of Trainer and not PRA. Additionally, Trainer shall be responsible for complying with all OSHA regulations as they may pertain to Trainer's employees. Without limiting the generality of the preceding set forth in this Section, Trainer shall be responsible, at its sole cost and expense, for complying with all laws applicable to Trainer as the employer of Trainer's employees.

21. A public or private auction of a horse shall not be noticed, advertised, nor conducted on the premises of Golden Gate Fields unless written consent is first obtained from PRA, which consent will not be unreasonably withheld, provided that in the sole and absolute judgment of PRA, the seller has taken reasonable steps to ensure the safety of the public, patrons, and backside workers, the sale will not lead to the horse subsequently being sent to a slaughter house or an auction house engaged in selling horses for slaughter, and the auction does not interfere with the orderly course of racing, training, or the business of PRA.

22. PRA shall provide to Trainer a copy of its Emergency Action Plan.

23. If horses accepted for racing at the Race Meet are assigned to another facility (other than Golden Gate Fields), then the provisions of this Agreement shall also apply to such other facility. However, Trainer shall be responsible for receiving the emergency action plan (or similar document)—if such other facility has an emergency action plan—applicable to that other facility from such other facility. Additionally, Trainer shall be required to comply with any other rules and conditions that such facility may have.

24. Exclusion Standard.

a. Bases for Exclusion. PRA's authority to make decisions in the ordinary course of business to limit or deny stalls based upon eligibility or quality of horses included in a stall application, shall not be limited or effected by the provisions of this Agreement. Without limiting the foregoing, PRA may make an Adverse Action so long as PRA reasonably believes that:

i. A horse under Trainer's care tested positive for a CHRB defined Class 1 through Class 3 drug substance;

ii. Trainer has engaged in conduct (or failed to take action) which compromises the health and/or safety of animal or human;

iii. Trainer does not have the fitness or competence to train thoroughbred racehorses;

iv. Trainer's conduct falls below the prevailing industry standard of care for training thoroughbred racehorses in California;

v. Trainer has committed serious, or repeated material (meaning, not purely technical), violation(s) of regulatory protocols, rules, or regulations, or serious, or repeated material (meaning, not purely technical), violation(s) of Track protocols, rules, or regulations, provided such Track protocol, rule, or regulation does not conflict with any CHRB Rule or the Horseracing Integrity and Safety Act of 2020;

vi. Trainer's conduct (or failure to take action) including serious misconduct unrelated to racing (for example, sexual or other harassment, domestic or other violence, theft, substance abuse, etc.) or Trainer's participation (continued or otherwise) in the meet, compromises the integrity of horse racing or is likely to cast horse racing or Track in a negative light; or

vii. Trainer has engaged in conduct (or failed to take action) which, or Trainer's continued participation, compromises the successful conduct or promotion of horse racing.

b. Legal Standard. PRA's decision must: (i) be made in good faith; (ii) be supported by a fair or substantial reason; and (iii) not be discriminatory. Additionally, the Adverse Action taken against Trainer may not be manifestly disproportionate to the grounds relied upon for the Adverse Action taken.

25. Arbitration Agreement & Class Action Waiver.

PLEASE READ SECTION 25 CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS.

AGREEING TO ARBITRATION IS AN IMPORTANT DECISION. Arbitration will resolve disputes that would otherwise be resolved in a court of law. By agreeing to arbitrate, Trainer and PRA are giving up their right to sue in court and are giving up their right to have a jury trial.

Trainer and PRA agree that any disputes which are not able to be resolved informally shall be resolved in accordance with the following mandatory arbitration and class action waiver provisions ("Arbitration Agreement").

a. Arbitration. Unless otherwise prohibited by law, **TRAINER AND PRA AGREE TO ARBITRATE ALL CLAIMS AND DISPUTES** relating in any way to: (i) the

Trainer's submission of the Stall Application, (ii) any and all decisions made by PRA regarding the Stall Application (e.g., rejecting the Stall Application in whole or in part), (iii) revocation of stalls previously assigned to Trainer, (iv) Trainer's participation in or attendance at the Race Meet, including without limitation, Trainer's exclusion from participating in the Race Meet and/or training at the Race Meet, (v) this Agreement, (vi) any and all dealings, actions, or inactions between PRA and Trainer, (vii) any claim by either PRA or Trainer based on contract, tort, equity, regulation, rule or statute, and (viii) the determination of the validity, interpretation, or scope of the parties' agreement to arbitrate (individually and collectively the "Arbitration Claims"), **through binding individual arbitration** (the "Arbitration"), **which precludes Trainer or PRA, from bringing any class, collective, or representative action against PRA or multiple trainers, as applicable**.

b. General Arbitration Provisions. The following provisions (the "General Arbitration Rules") shall apply to all Arbitrations except those Arbitration Claims set forth in Section 24(d)(iv):

i. Venue; Arbitrator Section Process. The Arbitration shall be heard in Alameda County by a single retired Federal or State Judge in the State of California. The same Arbitrator shall preside over the entire Arbitration. The Arbitration shall be conducted by JAMS and JAMS shall select a retired Federal or State Judge in the State of California, who has a background in complex business matters, to serve as the Arbitrator using its otherwise standard method for appointing an Arbitrator (See Rule 15 of the JAMS Rules).

ii. Arbitration Rules; Cost. All substantive and procedural matters of the Arbitration shall be in accordance with California law. The Arbitration shall be administered pursuant to JAMS' Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures (the "JAMS Rules") in those rules, except as modified by this Agreement. The costs of the Arbitration shall be paid fifty percent (50%) by PRA, and fifty percent (50%) by Trainer, provided that each party shall bear its own attorneys' fees and expenses. If the Trainer can successfully demonstrate to the Arbitrator that Trainer is financially unable to pay the Arbitrator's fees, then PRA shall pay such fees in their entirety, and any amount of Arbitration fees that PRA paid on behalf of Trainer shall be repaid from any Arbitration Award awarded Trainer, if any.

iii. Arbitration Award. The Arbitrator shall have the power to award any relief that would have been available in a court of law, provided that each party shall bear their own attorney's fees and costs, and as such, the Arbitrator shall not be entitled to award attorney's fees and costs to the prevailing party unless attorney's fees and costs could be awarded by statute if the case were brought in Court as opposed to through Arbitration.

iv. Arbitrator's Decision; Appeal Procedure. The Parties will request that the Arbitrator issue a brief written statement of decision within ten (10) business days after the conclusion of the hearing; however, the Arbitrator on its own motion may take up to the 30 days to issue a decision per Rule 24 of the JAMS Rules. The Arbitrator's decision shall be final and binding and effective upon rendition; provided, however, that the Parties adopt and agree to implement the JAMS Optional Arbitration Appeal Procedure (as it exists on the effective date of

this Agreement) with respect to any final award in an arbitration arising out of or related to this Agreement (the "Appeal"), provided that the Appeal Panel's standard of review on appeal is whether the Arbitrator's decision was arbitrary or capricious. The Arbitrator's decision, and if applicable the decision following the Appeal, shall be final and binding and effective upon rendition subject only to appeal (other than the JAMS Optional Arbitration Appeal Procedure) as permitted by California law of Arbitration Awards. If a Party wishes to Appeal, the Party must file the notice of appeal within fourteen (14) calendar days after the Arbitrator's decision.

v. Enforcement of Judgment. Any judgment upon any award rendered by the Arbitrator may be entered by any state or federal court having jurisdiction thereof.

vi. Confidentiality of Arbitration. Except as otherwise required by, or prohibited by, law, the parties agree that the Arbitration will be confidential, and all conduct, statements, promises, offers, views, and opinions, oral or written, made during the Arbitration by any party or a party's agent, employee, or attorney will remain confidential and, where appropriate, will be considered work product and privileged, and the existence and the results of the Arbitration will be maintained by the parties and their respective agents, employees, and attorneys as confidential at all times.

vii. Emergency Relief. Either Trainer or PRA shall be able to seek emergency relief under the Emergency Relief Procedures provided for in the JAMS rules as of the effective date of this Agreement; provided, however, that the granting of emergency relief shall be governed consistent with the standards for granting a Temporary Restraining Order or Preliminary Injunction under *California Code of Civil Procedure* §525, et seq.

viii. Order of Precedence. This Arbitration Agreement shall take precedence over the JAMS Rules in the event of any conflict.

c. Non-Exclusion Claims. All Arbitration Claims other than those relating to: (i) Trainer's submission of the Stall Application, (ii) any and all decisions made by PRA regarding the Stall Application, (iii) revocation of stalls previously assigned to Trainer, and (iv) Trainer's participation in or attendance at the Race Meet, including without limitation, Trainer's exclusion from participating in the Race Meet and/or training at the Race Meet (collectively, "the Exclusion Claims") shall be conducted in accordance with the General Arbitration Rules. Any Arbitration which contains both Exclusion Claims and non-Exclusion Claims shall be governed in accordance with subsection (d) below.

d. Suspension/Exclusion Claims.

i. Exclusion Claims shall fall into one of two categories, a 'Short-Term Exclusion" and a "Non-Short-Term Exclusion." A "Short-Term Exclusion" is an exclusion or limitations on training or racing at Golden Gate Fields for a number of days that is less than the full duration (or full remaining dates) of the Race Meet. A "Non-Short-Term Exclusion" is an exclusion from participating in racing in training at Golden Gate Fields which does not qualify as a "Short-Term Exclusion."

ii. For all Arbitration Claims which are Exclusion Claims (or a mix of both Exclusion Claims and non-Exclusion Claims), the Arbitration shall be conducted in accordance with the following:

A. Burden of Proof. PRA shall have the initial burden to establish that (A) it had a reasonable belief that one or more specified grounds existed, (B) it acted in good faith, (C) it acted on the basis of a fair and substantial reason, (D) it did not discriminate, and (E) the Adverse Action was not manifestly disproportionate to the grounds relied upon. Trainer may then present evidence to rebut those grounds or to support any affirmative claims.

B. CTT Participation and Attendance. If the Trainer requests, and the California Thoroughbred Trainers ("CTT") agrees, the CTT may represent Trainer in the Arbitration. If the CTT does not represent Trainer in the Arbitration Hearing, the CTT may attend the Arbitration Hearing provided that the CTT representatives that attend the hearing agree to be bound by the confidentiality provisions set forth in Section 24(b)(vi) above.

C. Attendance of Meeting and Reconsideration Meeting. Trainer shall not be entitled to file an Arbitration Claim or otherwise seek Arbitration unless the Trainer has participated in both the Meeting and Reconsideration Meeting, as those terms are defined in PRA's Trainer Exclusion/Suspension Process, a copy of which is available in the PRA's racing office.

iii. Non-Short-Term Exclusions. For all Non-Short-Term Exclusions, the Arbitration shall be conducted in accordance with the General Arbitration Rules except as modified by the following: The Arbitrator will commence a hearing within 180 days of Trainer's filing and receipt by JAMS of the Notice of Arbitration. The hearing will occur on consecutive days without interruption until completion, Saturdays, Sundays and Holidays excepted, and will not encompass more than five (5) full business days, unless otherwise extended by the Arbitrator based on good cause.

iv. Short-Term Exclusions. The Arbitration for Short-Term Exclusions shall be conducted as follows:

A. No Emergency Relief. If the Adverse Action results in a Short-Term Exclusion, Trainer shall not be entitled to seek any emergency relief or provisional remedies (e.g., a Temporary Restraining Order or Preliminary Injunction) either through the Arbitrator or through filing an action in superior court.

B. Selection of Arbitrator. Trainer shall notify PRA in writing that it wishes to formally challenge PRA's Adverse Action. Within two (2) business days of PRA's receipt of Trainer's notification, PRA and Trainer will meet and confer to try to agree upon the appointment of an Arbitrator. If the Parties cannot agree on the Arbitrator, the Arbitrator will be appointed on the third business day by random lot, drawing from a pre-approved list of four (4) Arbitrators which had been previously selected by PRA and the CTT.

C. Exchange of Documents; Discovery. PRA and Trainer will exchange all relevant documents within seven (7) calendar days of the appointment of the Arbitrator. Other than this exchange of documents, no other forms of discovery will be permitted, including depositions.

D. Hearing Date. The Arbitrator will convene a hearing within ten (10) calendar days of the Arbitrator's appointment, provided, that the Arbitrator may for good cause extend the date of the hearing past ten (10) calendar days of the Arbitrator's appointment.

E. Purpose of the Hearing. The sole purpose of the hearing will be to determine whether Adverse Action was made in with the Exclusion Standard set forth in Section 24 above. The hearing will be informal, with each side providing a concise summary of their positions. The Arbitrator may allow brief testimony from witnesses. The hearing will occur during the course of a single business day. The Arbitrator may choose whether to issue an oral statement of decision at the end of the hearing, or instead, issue a brief written statement of decision within two (2) business days after the conclusion of the hearing. Additionally, the Arbitrator shall resolve any claim seeking a determination of the validity, interpretation, applicability, enforceability, or scope of this agreement to arbitrate

F. Arbitrator's Decision. The Arbitrator's decision shall be final and binding and effective upon rendition subject only to appeal as permitted by California law of Arbitration Awards.

G. Arbitration Award. If the Arbitrator finds that PRA's Adverse Decision was not made in accordance with California law, the Arbitrator may order PRA to reinstate Trainer. The Arbitrator shall not be entitled to grant any additional relief. Each party shall bear their own attorney's fees and costs, and as such, the Arbitrator shall not be entitled to award attorney's fees and costs to the prevailing party unless attorney's fees and costs could be awarded by statute if the case were brought in Court as opposed to through Arbitration.

H. Cost. The costs of the Arbitration shall be paid fifty percent (50%) by PRA, and fifty percent (50%) by Trainer, provided that each party shall bear its own attorneys' fees and expenses. If the Trainer can successfully demonstrate to the Arbitrator that Trainer is financially unable to pay the Arbitrator's fees, then PRA shall pay such fees in their entirety, and any amount of Arbitration fees that PRA paid on behalf of Trainer shall be repaid from any Arbitration Award awarded Trainer, if any.

I. Enforcement of Judgment. Any judgment upon any award rendered by the Arbitrator may be entered by any state or federal court having jurisdiction thereof.

J. Confidentiality of Arbitration. Except as otherwise required by law, the parties agree that the Arbitration will be confidential, and all conduct, statements, promises, offers, views, and opinions, oral or written, made during the Arbitration by any party

or a party's agent, employee, or attorney will remain confidential and, where appropriate, will be considered work product and privileged, and the existence and the results of the Arbitration will be maintained by the parties and their respective agents, employees, and attorneys as confidential at all times.

e. Class Action Waiver ("Class Action Waiver"). The Parties agree that in any Arbitration Claim to be resolved by Arbitration, neither Trainer nor PRA will be able to participate in a class action or class arbitration. Each Party understands and agrees that by requiring each other to resolve all disputes through individual arbitration, **each Party is waiving the right to a court or jury trial**. **ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND NOT AS A CLASS ACTION, representative action, class arbitration or any similar proceeding**. The arbitrator(s) may not consolidate the claims of multiple parties unless such parties share common ownership.

f. If any term, condition, or provision of this Arbitration Agreement is held to be illegal, invalid, or unenforceable, such term, condition, or provision shall be severed from this Arbitration Agreement and the remainder of this Arbitration Agreement will not be affected by such illegality, invalidity, or unenforceability, but will continue to be valid and enforceable to the fullest extent permitted by law.

26. Additional Terms.

a. Governing 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 and any applicable federal law 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. Without limiting the effect of the Arbitration Agreement, each party hereby expressly waives any and all rights that it may have to make any objections based on jurisdiction, venue, or sufficiency of process to any Arbitration brought to enforce the terms of this Agreement, and each party hereto agrees to venue in Alameda County, California.

b. Severability. If any term, condition, or provision of this Agreement is held to be illegal, invalid, or unenforceable, such term, condition, or provision shall be severed from this Agreement and the remainder of this Agreement will not be affected by such illegality, invalidity, or unenforceability, but will continue to be valid and enforceable to the fullest extent permitted by law.

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 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.

d. No Third-Party Beneficiary, Reliance, or Enforcement. The provisions of this Agreement are not intended to be for the benefit of, or enforceable by, any party other than PRA or Trainer. Except for PRA and Trainer, no party shall have any right to rely upon or enforce any of the terms and provisions of this Agreement.

e. Survival. In addition to any other survival clause set forth elsewhere in this Agreement, Sections 15 and 25 of this Agreement shall survive the termination of this Agreement.

Exhibit B

Acknowledgments and Agreement on Back of Stall Application

1. I acknowledge that the Golden Gate Fields Terms and Conditions of Stabling and Racing (the "Agreement") are available at Golden Gate Fields's racing office and available for download at _____. _____
   Initial

2. I acknowledge that I have received and fully read the Agreement. _____
   Initial

3. I understand and agree that the Agreement is incorporated into and made part of the Stall Application as if fully set forth on this Stall Application. _____
   Initial

4. I am not relying on any other document or contract at the time when I am entering into the Agreement. _____
   Initial

5. **I understand and acknowledge that that the Agreement contains an assumption of risk provision**. _____
   Initial

6. **I understand and acknowledge that the Agreement contains a mandatory arbitration provision with a class action waiver. I understand and acknowledge that the arbitration will resolve disputes that would otherwise be resolved in a court of law, and that by agreeing to arbitrate, I and Pacific Racing Association are giving up our rights to sue in court and to have any potential dispute heard by a jury. I understand and agree that a single arbitrator will resolve the dispute**. _____
   Initial

7. **I acknowledge that I am not entering into a lease of space agreement but rather, if granted stalls, I will be receiving a revocable license which is subject to the terms and conditions of the Agreement**. _____
   Initial

8. In addition to all other requirements set forth elsewhere, for this Stall Application to be considered by Pacific Racing Association, I understand and agree that I must: (a) provide the workers' compensation information requested in the space below; and (b) that I must sign and date the Stall Application—and if I submit more than one (1) Stall Application due to my submitting more horses than there is space for on the reverse side of this Stall Application, I must sign each Stall Application separately, initial each Stall Application separately and provide the workers' compensation insurance information on each separate Stall Application. _____
   Initial

I certify that I have read, understand, and voluntarily enter into this Stall Application which incorporates the Agreement as if the Agreement was fully set forth on the Stall Application.

Signature Print Name Date

Exhibit C

Trainer Exclusion/Suspension Process

The following process will be utilized by Track if Track is considering taking action, up to and including excluding Trainer from racing or training activities at Golden Gate Fields or any approved auxiliary stabling facility, against a Trainer.

1. Notice.

a. Track will send the Trainer a letter (the "Letter") notifying the Trainer that Track is contemplating taking action against the Trainer. The Letter will state why Track is considering taking action against the Trainer and invite the Trainer (with a proposed time and date) to meet with Track to respond to the stated reasons for the potential action to be taken against Trainer (the "Meeting").

b. The Letter will also inform the Trainer that until a determination on whether to exclude the trainer has been made, the Trainer will not be permitted to enter any horses to race and shall not be permitted to "work" his or her horses at the Track's racetrack or any auxiliary stabling facility which has common ownership with the Track or any auxiliary facility under its control; the Trainer's horses may only gallop at such locations (*see* Section 7(b)). "Work" shall mean a horse engaging in exercise session near full speed, close to full speed, or at full speed, whether timed or untimed.

c. Track shall schedule the Meeting within five (5) days after the date of the Letter. However, at any time prior to the commencement of Meeting, the Trainer may request additional time, up to an additional twenty-eight (28) days, to prepare for the Meeting. If the Trainer requests any additional time as provided for in the previous sentence, that additional time will be granted, and the exclusion will not go into effect during that period; provided, however, that the Trainer may not race or "work" horses at the Track's racetrack or any auxiliary stabling facility which has common ownership with the Track or any auxiliary facility under its control (the horses may only gallop at such locations), as set forth in Section 1(b)

2. The Meeting.

a. The CTT will be invited to the Meeting.

b. At the Meeting, the Trainer will be given the opportunity to respond to the Letter by presenting evidence and may bring witnesses to testify in the Trainer's defense. Track will place no limit on the amount of evidence or number of witnesses the Trainer can present at the Meeting (provided that the presentation is addressing that reasons stated in the Letter).

3. Decision After the Meeting.

a. After hearing the Trainer's defense(s) at the Meeting, Track will make its decision as to whether it will take action against the Trainer. Since the decision to take action against a Trainer is not one that Track takes lightly, Track will make its decision promptly.

b. Track will notify the Trainer of its decision in writing. The decision letter will include the length of the exclusion/suspension, which may be up to and including a lifetime exclusion.

4. Reconsideration Meeting.

a. If Track decides to take action against the Trainer, the Trainer may ask for Track to hold an additional meeting to reconsider the decision (the "Reconsideration Meeting"). If the Trainer wishes to request reconsideration, the Trainer must make the request to Track, in writing, within five (5) days of being notified by Track of its decision to take action against the Trainer. The exclusion/suspension will remain in effect until, at least, the rendering of a decision to the contrary, if at all. In other words, asking for the Reconsideration Meeting will not "stay" the exclusion.

b. The Reconsideration Meeting will be held within five (5) days of receipt of the request so that the Trainer can present any basis for the reconsideration. However, at any time prior to the commencement of Reconsideration Meeting, the Trainer may request additional time, up to an additional twenty-eight (28) days, to prepare for the Reconsideration Meeting. If the Trainer requests any additional time as provided for in the previous sentence, that additional time will be granted.

c. The Trainer can be represented by counsel at the Reconsideration Meeting if the Trainer so chooses. If Trainer would like, and the CTT agrees, the CTT can represent the Trainer at the Reconsideration Meeting.

d. The Trainer may present evidence at the Reconsideration Meeting that was not presented at the Meeting, provided that the Trainer can demonstrate that this new evidence could not, with reasonable diligence, have been presented at the Meeting.

5. Decision After Reconsideration Meeting.

a. After hearing the Trainer's defense at the Reconsideration Meeting, Track will make its decision promptly.

b. The individual making the reconsideration determination on behalf of Track will be different than the individual who made Track's initial decision to take action against the Trainer (the "Reviewing Decision Maker").

c. During Track's review of the original decision, the standard of review to overturn the original decision shall be the "clearly erroneous" standard, as defined in the next

sentence. “Clearly erroneous” shall mean: “Reversal is only permitted when upon review of all of the evidence, a reasonable observer would find that it a clear and definite mistake has been committed, such that the original decision was without a rational basis. Reversal is not permitted simply because the reviewing decision maker would have decided the case differently.”

6. Arbitration.

a. If Track does not rescind its decision to take action against the Trainer after the Reconsideration Meeting, and Trainer wishes to formally challenge Track’s actions, the Trainer may file an arbitration claim against the Track. Binding arbitration is the sole method of bring any action/ causes of action against the Track.

b. Trainer must ask for the Reconsideration Meeting and must await Track’s decision after the Reconsideration Meeting before the Trainer can file an arbitration proceeding.

c. Track’s Terms and Conditions of Stabling and Racing contains information regarding filing an arbitration claim and how the arbitration will proceed.

7. Continued Occupancy of Stalls; Use of the Racing and Training Surfaces.

a. From the date of the Letter, the Trainer may continue to occupy any previously allocated stalls and appurtenant facilities until the Trainer is required to vacate pursuant to the following:

The Trainer will be required to vacate his or her stalls at the sooner of: (i) three (3) days after the scheduled date of the Meeting if the Trainer does not attend the Meeting provided that the Trainer had notice of the Meeting or Track used good faith efforts to provide the Trainer with the Letter but Track was not able to locate the Trainer (or the Trainer refused to accept the Letter); (ii) five (5) days after the Trainer received notice from Track that Track has considered the Trainer’s defense and has decided to take action against the Trainer and the Trainer has not requested a Reconsideration Meeting; (iii) three (3) days after receiving notice from Track that Track has considered the defenses in the Reconsideration Meeting and has not overturned the initial decision; and (iv) the date when all horses are required to have vacated their stalls (e.g., the end of the meet), or (v) twenty-one (21) days from the date of the Letter.

b. During such time that the Trainer occupies his or her allocated stalls and appurtenant facilities pursuant to Section 7(a), in order to protect the welfare and safety of these other participants since an injury to a horse can affect not only the horse but also the rider as well as other horses and riders on the track, from the date of the Letter until such time that a decision on has been made to not exclude the Trainer, the Trainer is prohibited from entering to race and from “working” horses at Track’s racetrack or any auxiliary stabling facility which has common ownership with Track or any auxiliary facility under its control. The Trainer may walk their horses in the shed row and may gallop on the training track if there is one, otherwise on the main track. Track’s veterinarian may place other restrictions on the Trainer galloping their horses and the Trainer must comply with any restriction.



Race Meet Agreement

Fall 2022

Between

Del Mar Thoroughbred Club

And

California Thoroughbred Trainers

November 11, 2022 – December 4, 2022

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2022 Fall Race Meet Agreement
Del Mar Thoroughbred Club & California Thoroughbred Trainers

This Agreement is entered into by and between Del Mar Thoroughbred Club ("Track") and the California Thoroughbred Trainers, Inc. ("CTT") and becomes effective on November 11, 2022.

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. California *Business and Professions Code* §19613.1 (b) states the trainers' organization shall generally be responsible for negotiating issues relating to the backstretch, track safety, and the welfare of backstretch employees.

C. CTT is the duly organized trainers' association recognized by Track and 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.

D. Track and CTT, 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, CTT, and its members, and for the purpose of providing for an orderly and uniform method of dealing with issues involving the racetrack, track safety, the backstretch, and the welfare of trainers and other backstretch personnel, 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 are hereby acknowledged, Track and CTT (each a "Party", and collectively, the "Parties") hereby agree as follows:

1. Term. Except as otherwise provided herein, the provisions of this Agreement shall be applicable only to the thoroughbred race meet conducted by Track under license from the CHRB for the period commencing November 11, 2022, through December 4, 2022 (the "Term").

2. Purse Projections. Track shall provide to CTT, prior to each individual race meet which takes place during the Term, and on not less than a bi-weekly basis during the Term, for CTT's information, Track's projections (and supporting documents) of estimated purses.

3. CTT Distributions.

a. Track shall pay to CTT during the Term the sums required by Section 19613(b) of the California *Business & Professions Code*. Specifically, Track shall pay one percent (1%) to CTT Backstretch Employees' Retirement Savings Pension Plan and one-half percent (1/2%) to CTT, as required by law. The amounts payable to CTT Backstretch Employees' Retirement Savings Pension Plan and CTT pursuant to this provision may be referred to sometimes collectively as "CTT Distribution". Track shall also pay to CTT, in a timely fashion as may be established by normal industry practice or by general agreement of the Parties, all other statutory distributions due CTT including, without limitation, amounts payable pursuant to California *Business & Professions Code* section 19604. Purse money and commissions generated from Simulcasting shall be divided in accordance with the applicable provisions of the California *Business and Professions Code*.

b. The sums payable pursuant to this Section 3 shall be paid on Friday of each week during the Term; the final payment shall be made on or before 10 calendar days following the close of each individual race meet 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.

c. Track shall at any time refrain from asserting, in any judicial or non-judicial proceeding at law or in equity or in a bankruptcy petition, any ownership interest in the disbursements set forth in this Section 3. Track acknowledges it acts as merely a conduit for the transfer of the monies and disbursements herein described for the benefit of CTT Distribution, and, as such, can claim no ownership interest of any sort in these monies.

4. Condition Book.

a. Track agrees to meet with CTT within eleven (11) calendar days after the issuance of each Condition Book to discuss and review suggestions for the next Condition Book.

b. Track agrees to use its best efforts to make its first Condition Book for the Term available to horsemen at least 10 days prior to opening day.

c. Track will make available Condition Books to horsemen at least eleven (11) calendar days prior to the first race provided for in the Condition Book.

d. 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 book.

5. Stall Applications. Each stall application shall refer to the particular horses for which stalls are requested and no substitution of horses shall be permitted without Track's prior consent. The Stall Application Agreement used by Track is attached hereto as Exhibit A which is hereby incorporated into and made part of this Agreement. The Stall Application Agreement will

be incorporated into and made part of the Stall Application. The acknowledgments and agreement included on the Stall Application which the trainer will initial or sign, as applicable, is attached hereto as Exhibit B which is hereby incorporated into and made part of this Agreement.

6. 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.

b. Track agrees to use its commercially reasonable efforts to provide stalls to horses that are in a 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 Track's Racing Secretary has approved stalls. Stalls shall be assigned only to 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, or for Track's needs for access to such stalls for repairs, maintenance, and construction. CTT members shall cooperate with Track to provide reasonable access to occupied stalls for necessary repairs, maintenance, and construction. The name of any trainer not cooperating with reasonable access shall be provided to CTT within 24 hours of such non-cooperation. Track will assure that stalls being repaired will be substituted for by other stalls at Track's cost, if applicable. Prior to the stable area opening for occupancy, as set forth in subsection (f) below, and at any other time upon CTT's request, Track shall provide to CTT a detailed report (by barn and stall number) of all significant repairs and improvements accomplished within the prior 60 days. Track and CTT agree that structural and infrastructure repairs and maintenance to enhance equine and human safety shall have priority over other improvement projects.

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, and taking into consideration the character of each individual race meet conducted during the Term, and the horses suitable for the holding of such race meet. In the allocation and assignment of stall space for thoroughbreds, so long as the trainer is duly licensed, Track will not discriminate in any way against any trainer by reason of membership in the CTT.

d. Track shall not allocate more than forty (40) stalls to any one trainer. Following allocation of stalls which shall not exceed forty (40) stalls 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. 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 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 will, with respect to each individual race meet during the Term, be open, available, and in condition for training at no charge to horsemen three days before and two days after each individual race meet which occurs during the Term.

f. Track further agrees to maintain and service the main track and turf course on a regular basis and will consult with the CTT on these procedures as requested by CTT. However, notwithstanding the consultation, Track shall, in its discretion, make all maintenance and service decisions.

7. House Rules. Track has established, and may in the future establish, rules, regulations, and security procedures. Track shall consult with the CTT prior to Track adopting new rules, regulations, and security procedures, and shall reasonably consider any objections expressed by the CTT. Notwithstanding the consultation and consideration of any objections provided for in the previous sentence, Track shall be permitted, in its discretion, to adopt any such new rules, regulations, and security procedures. Any rules, regulations, or procedures so enacted shall be in addition to, and shall not supplant or conflict with, the rules and regulations of the CHRB or applicable California law, or the Horseracing Integrity and Safety Act of 2020.

8. Exclusion/Suspension of a Trainer.

a. Bases, Legal Standard.

i. Bases for Exclusion. Track's authority to make decisions in the ordinary course of business to limit or deny stalls based upon eligibility or quality of horses included in a stall application, as set forth in Section 6(c) shall not be limited or effected by the provisions of this Agreement. Without limiting the foregoing, Track may reject a stall application in whole or in part, revoke a Trainer's stall assignments, refuse to accept any entry in any race from a Trainer, suspend or exclude a Trainer ("each an Adverse Action") so long as Track reasonably believes that:

A. A horse under Trainer's care tested positive for a CHRB defined Class 1 through Class 3 drug substance;

B. Trainer has engaged in conduct (or failed to take action) which compromises the health and/or safety of animal or human;

C. Trainer does not have the fitness or competence to train thoroughbred racehorses;

D. Trainer's conduct falls below the prevailing industry standard of care for training thoroughbred racehorses in California;

E. Trainer has committed serious, or repeated material (meaning, not purely technical), violation(s) of regulatory protocols, rules, or regulations, or serious, or repeated material (meaning, not purely technical), violation(s) of Track protocols, rules, or regulations, provided such Track protocol, rule, or regulation does not conflict with any CHRB Rule or the Horseracing Integrity and Safety Act of 2020;

F. Trainer's conduct (or failure to take action) including serious misconduct unrelated to racing (for example, sexual or other harassment, domestic or other violence, theft, substance abuse, etc.) or Trainer's participation (continued or otherwise) in the meet, compromises the integrity of horse racing or is likely to cast horse racing or Track in a negative light; or

G. Trainer has engaged in conduct (or failed to take action) which, or Trainer's continued participation, compromises the successful conduct or promotion of horse racing.

ii. Legal Standard. Track's decision must (A) be made in good faith; (B) supported by a fair or substantial reason; and (C) not be discriminatory. Additionally, the Adverse Action taken against Trainer may not be manifestly disproportionate to the grounds relied upon for the Adverse Action taken.

b. Process. If Track is considering taking Adverse Action against a trainer, Track shall follow the process set forth on Exhibit C which is attached to this Agreement and is hereby incorporated into and made part of this Agreement.

c. Arbitration. At the commencement of the Term, Track and CTT shall create a pre-approved list of four (4) Arbitrators to be used in Short-Term Exclusion Arbitration as set forth in Section 25(d)(iv)(B) of Exhibit A. The list of Arbitrators will be determined based on a striking and ranking process as follows:

i. Track and CTT will simultaneously exchange a list of five (5) proposed Arbitrator, for a total of ten (10).

ii. Track and CTT will rank one another's proposed Arbitrator with one (1) being the highest ranking and five (5) being the lowest. Track and CTT may strike one Arbitrator from one another's lists. Track and CTT will then simultaneously exchange their rankings.

iii. A group of four (4) Arbitrator will then be assembled based on each side's top two rankings of the remaining Arbitrators on one another's proposed lists.

9. 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.

10. First Post Time. All Post times for each race meet which takes place during the Term must be submitted for approval of the CHRB in Track's initial application for license. Any changes in Post time following the opening of such race meet must be submitted to CHRB for their approval.

11. 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; and/or destruction of the racing plant of Track by fire or other casualty, and Track is thereby prevented from conducting one (1) or more days of scheduled thoroughbred racing, then sums otherwise payable by Track for the missed racing day shall not be due and payable.

12. Stabling at and Vanning from Auxiliary Stabling Facilities. 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 for such race meet that occurs during the Term:

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.

b. Track agrees it will provide auxiliary stall applications for horses to be stabled at auxiliary stabling facility as far in advance of the opening of an individual race meet which occurs during the Term as is commercially practical. Said auxiliary stalls shall be made available without cost to horsemen, pursuant in accordance with the applicable provisions of the California Horse Racing Law.

c. 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.

13. 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.

14. Anti-Monopoly Provision.

a. Track acknowledges CTT'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, without first obtaining the consent of the CTT, which consent shall not be unreasonably withheld.

b. CTT 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. Accordingly, CTT 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, provided that CTT will be given a minimum 24-hour prior written notice by Track that a particular serviceman, supplier, or vendor will be denied further access or privileges to Track grounds or property. Notwithstanding anything to the contrary herein, Track shall have the right to enforce the provisions of its contract with WestWalk Inc. to be the exclusive provider of hot walking machines.

15. 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, or whose horse has competed or is scheduled to compete during the Term.

b. Track further agrees to issue to all CTT Board members, its President, Executive Director, and Deputy Directors, North and South, and General Counsel, VIP or "official" credentials for the Term, including but not limited to, an "official" pin and Turf Club, or equivalent, guest pass. All other CTT authorized personnel, CTT Pension Administrative Committee Members, and California Horsemen's Safety Alliance representatives, who are not trainers or otherwise covered herein, up to a maximum of five (5), shall receive an "official" pin.

16. Training/Stabling/Employee Housing Facilities.

a. At all times during the Term which Track is scheduled to be open for training, Track will cause the main track to be open at 5:30 A.M. (roof lights when necessary) and to remain open for training until 9:30 A.M. every day of the week. The Track will be available for training seven (7) day a week.

b. It is the intent of Track and CTT that the main track will be maintained by Track in good and safe condition and be available for training seven (7) days a week on each day horses are stabled at Track (except in the event of a water shortage or other unforeseen conditions of which Track has notified the CTT).

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 in which 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 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 five (5) days per week.

e. Track and CTT agree that they shall work cooperatively to assess and remedy any conditions that may adversely affect the main track and grass course during the Term and while the main track and grass course are open for training during the Term. Track further agrees to use commercially reasonable efforts to maintain the main track, grass course, surrounding roads, and the barn area in good and safe condition.

f. While acknowledging that it is impossible to keep surfaces free of all rocks, it is the intent of the parties that Track will use commercially reasonable efforts to obtain and use materials on said surfaces that are free of rocks. In the absence of gross negligence, the Track shall not be liable for the presence of rocks.

g. It is agreed that maintenance and construction work will be restricted during training hours so as not to endanger horses and/or backstretch personnel. It is further agreed that the track and backstretch areas will be kept free of rocks and other injurious debris so long as practicable; and in the absence of gross negligence, the Track shall not be liable for the presence of rocks and other injurious debris.

h. Track shall maintain stabling and keep all stalls in good repair. Stalls shall be maintained in such condition that they are safe, useable, and promote the safety and health of the horses, and that of people who work with and have other contact with horses.

i. CTT will use its best efforts to inform trainers to comply with all federal, state, and local laws, rules, codes, and ordinances. Without limiting the generality of the foregoing, all feed must be properly stored at all times. Track shall make available to CTT the guidelines for proper feed storage and other governmental requirements related to the backstretch. CTT shall be responsible for disseminating the guidelines to its members. Track shall also provide to CTT, immediately upon receipt thereof, any governmental notice relating to any issue on the backstretch so that CTT may work with Track and/or trainer in addressing the issue. Track reserves all rights against an offending trainer in connection with any fine levied against Track by a governmental entity for the improper storage of feed.

17. Track Safety.

a. Within a reasonable time following its receipt by Track, not to exceed 72 hours, Track agrees to provide or otherwise make reasonably available to CTT for review, and to

meet with CTT representatives at mutually agreeable times during the Term to discuss, information concerning the soil or material composition, construction, engineering and remediation of Track's main track and turf course surface, including, without limitation, to the extent they exist and is in Track's possession, custody, or control, material laboratory analyses, consultant analyses, daily maintenance protocols and reports, and remediation recommendations. Track agrees to provide to CTT on an ongoing basis and as set forth above, any and all testing reports, data, or recommendations done by, requested by, and/or provided to Track or the CHRB, so long as such testing reports, data, or recommendations are in Track's possession, custody, or control. Track and CTT mutually agree to grant authorization to each other to obtain and to release to each other any information regarding track testing reports, data, or recommendation in the custody, possession, or control of the CHRB upon its receipt by Track. CTT agrees to exercise its discretion regarding whether or not to disseminate any such reports received pursuant to this Agreement.

b. Track will make available all horse ambulance reports to CTT, as generated, and no later than on a weekly basis during each individual race meet which occurs during the Term.

c. Within a reasonable time following its receipt, not to exceed 72 hours, CTT agrees to provide or otherwise make reasonably available to Track for review, to the extent they exist and are in the possession, control, or custody of CTT, any material laboratory analyses, consultant analyses, daily maintenance protocols and reports, and remediation recommendations. Any CTT employee, agent, or person CTT causes to be on the main track or training track must be licensed by the CHRB before said individual enters the main track or grass course. Additionally, said individual shall follow and comply with all applicable laws, rules, and regulations. Moreover, CTT agrees to indemnify and hold harmless Del Mar Thoroughbred Club, 22nd District Agricultural Association , Del Mar , and their respective affiliates, members, partners, shareholders, officers, directors, employee, attorneys, and agents from and against any and all claims, demands, suits, losses, damages, injuries, liabilities, costs and expenses, including reasonable attorneys fee, that arises as a result of said individual being on the main track or grass course. The preceding sentence does not pertain to trainers, exercise riders, jockeys, or grooms performing their regular duties relating to training.

18. Signage & Trainer's Proprietary Rights.

a. Track agrees that should it desire to utilize the name, image, or likeness of a particular trainer for a promotional or commercial purpose, other than the promotion of live racing or simulcasting, and wagering on the outcome thereof, e.g., the sale of merchandise bearing the name or likeness of a trainer, Track shall contact the individual trainer and obtain their consent, and if necessary and appropriate, reasonably compensate said trainer or trainers for the use of such name, image, or likeness.

b. Track agrees to place a CTT sign in a reasonably prominent location, of Track's choosing after consultation with CTT, at Track.

19. Fire and Disaster Insurance.

a. Track is not responsible for the purchase of any insurance policy covering horses and/or property owned by the members of the CTT. 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 CTT 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).

b. If an insurance policy is acquired pursuant to subsection (a) above, the amount recovered by an owner under this insurance policy shall be credited as an offset to the liability of Track, if any.

20. CTT Covenants. During the Term, and as long as Track is not in violation of the terms of this Agreement or of applicable law, CTT will not instigate, promote, encourage, or engage in any boycott of any race or race meet which occurs during the Term (except and in the event the track is unsafe for racing) conducted by Track while this Agreement is in force and effect.

21. Track Covenants. During the Term, and as long as CTT is not in violation of the terms of this Agreement or of applicable law, Track shall recognize CTT as the official organization representing the trainers during the Term and shall not participate in any action, claim, or proceeding seeking the de-certification of the CTT as the official and exclusive representative of California thoroughbred trainers, nor will Track engage in a lockout of CTT members.

22. Mutuality.

a. Track and CTT 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 the high standards of fairness, inclusion, communication, and honesty.

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

c. A Horsemen-Management Committee shall be created, composed of such members of the CTT as they may designate and administrative officials to be designated by Track. All matters concerning problems of the Parties in regard to conditions of the racetrack, the backside, and the health, welfare, and safety of the horses, the trainers, or their employees, and stabling and vanning, will be referred to this committee in an effort to amicably and equitably adjust and resolve any problems which may arise. The Parties herein shall prepare and agree to a monthly meeting schedule during which grievances and any other issues may be discussed and resolved. If each Party notifies the other that no issues will be agendized for the upcoming monthly meeting, the Parties may mutually cancel that monthly meeting. The Horsemen-Management Committee shall have no role in any issue that deals with the exclusion of a trainer.

d. The Parties will endeavor in good faith to discuss (whether at the monthly meetings described in subsection (c) above or otherwise) any significant changes, modifications, or improvements to the racing facilities, racing schedule, or backstretch conditions.

23. Default. The respective covenants herein contained are concurrent, and no Party who is in default of this Agreement shall have the right to enforce any covenant hereunder until said default has been cured. If any dispute shall arise hereunder which requires litigation or arbitration, the substantially prevailing party shall be entitled to its costs of suit, including reasonable attorney's fees.

24. Inconsistent Language. When the language in the Condition Book, Stall Application, Stakes Nomination Forms, proposed Stakes Book for an upcoming individual meet which occurs during the Term, 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.

25. Notice. Notices required to be given under this Assignment shall be sent by certified mail, return receipt requested, postage prepaid at the address set forth below, or by email.

If to Track:	Josh Rubinstein Del Mar Thoroughbred Club 2260 Jimmy Durante Blvd. Del Mar, CA 92014 josh@dmtc.com
With a copy to:	Chris Jaczko Procopio, LLP 12544 High Bluff Drive, #400 San Diego, CA 92130 Chris.jaczko@procopio.com
If to CTT:	Alan F. Balch Executive Director California Thoroughbred Trainers

P.O. Box 660039
Arcadia, CA 91006-0039
afbalch@gmail.com

26. Additional Terms.

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 hereto. 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. Successors and Assigns. This Agreement shall be binding on and inure to benefit of the Parties hereto and their successors and assigns.

c. 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.

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 CTT agree that copies of this Agreement sent by email (in PDF or similar format) or DocuSign (or other similar service), 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. 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 at any time during the pendency or upon termination of this Agreement, and the Parties shall not be deemed to waive or abridge any rights, claims, or privileges at any time during or after the term of this Agreement

h. No Third-Party Beneficiaries, Reliance, or Enforcement. 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 CTT. Except for Track and CTT, 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 effective as of October 19, 2022.

Del Mar Thoroughbred Club	California Thoroughbred Trainers, Inc.
By:_____	By:_____
Name: Tom Robbins	Name: Alan F. Balch
Title: Executive Vice President, Racing	Title: Executive Director
Date:_____	Date:_____

Exhibit A

Del Mar Thoroughbred Club
Terms and Conditions of Stabling and Racing
("Agreement")

PLEASE NOTE: This Agreement, as set forth below, contains among other provisions: (1) an express assumption of risk provision with respect to risk of bodily and property injury (Section 15) and (2) an individual (with waiver of class action) arbitration agreement provision (Section 25). **PLEASE READ THE ENTIRETY OF SECTIONS 15 AND 25 CAREFULLY AS THESE SECTIONS SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS.**

PLEASE NOTE: IF AWARDED STALLS, SUCH AWARD IS A REVOCABLE LICENSE THAT LIMITS THE HOLDERS' LEGAL RIGHTS.

You, trainer applicant ("Trainer"), hereby agree to each of the following terms and conditions in consideration for permission from Del Mar Thoroughbred Club ("DMTC") to race and stable horses at Del Mar during the 2022 Fall Race Meet (the "Race Meet"), and to participate in the Race Meet. The terms and conditions set forth in this Agreement are hereby incorporated into and made part of the stall application for the Race Meet (the "Stall Application") as if fully set forth in the Stall Application:

1. DMTC reserves the right, immediately, to: (a) refuse this Stall Application for stable space in whole or in part; (b) refuse to accept any entry in any race; (c) exclude/suspend Trainer from participating in racing and/or training at the Race Meet; or (d) refuse the transfer of an entry (collectively, an "Adverse Action"); provided, however, DMTC shall make the Adverse Decision in accordance with Exclusion Standard as set forth in Section 24 below.

2. If any horse is denied stable space or the privilege of registration for racing for any reason, all nomination fees and payments for eligibility to stake races that have been paid with respect to the horse shall be refunded and such sum will be deducted from the total amount subscribed for the particular race or races.

3. After Trainer's submission of the Stall Application, Trainer shall notify DMTC immediately of any change in stall requirements and, if stalls have been allocated, of any change in shipping plans.

4. Trainer acknowledges that Trainer has inspected the stalls at Del Mar and is familiar with such stalls and agrees to accept any stalls assigned to Trainer pursuant to the Stall Application. Such stalls shall be made available to Trainer in an appropriate condition for stabling.

5. Trainer agrees to vacate any stalls assigned at Del Mar, or any approved auxiliary training facility, and to remove all horses, equipment, and personnel from the premises of Del Mar, or any approved auxiliary training facility, within three (3) days after being requested by DMTC to do so; provided, however, that DMTC's decision to exercise its rights under this Section shall be made in accordance with Exclusion Standard.

6. Trainer represents that Trainer has read and is familiar with the Rules of Racing and Regulations of the California Horse Racing Board ("CHRB"), all conditions applicable to the Race Meet, and the rules of DMTC which shall be published from time to time in the condition book(s), and Trainer agrees to be bound by and comply with the same. All stable reservations and entries in stakes and all other races shall be subject to all conditions, rules, and regulations of the CHRB and DMTC.

7. Trainer represents that Trainer is duly authorized to represent the owners of the horses listed on the Stall Application, for all maters where Trainer is acting as an agent for such horse owners. All references herein to Trainer or to Trainer's horses, equipment, agents, or employees shall include said owners and their horses, equipment, agents, and employees when applicable.

8. Trainer shall maintain an accurate Stable Employee Registration List and shall submit a copy thereof to DMTC within five (5) days of any change to the list. Trainer shall also submit a copy to the CHRB if required by CHRB rule.

9. All disputes, claims, and objections arising out of racing, or with respect to interpretation of any CHRB rules, shall be decided by the Board of Stewards of the Race Meet or the CHRB. Subject to all legal rights including appeal, Applicant agrees to accept and abide by all decisions of such officials.

10. In all stakes, acceptances may be made only through the entry box at the usual time of closing of entries, or at other times when the conditions for the race specifically so state.

11. DMTC reserves the right to cancel any stake or other race which has not filled prior to the actual running thereof without liability to any person, except for the return of nomination and entrance fees paid. DMTC reserves the right to divide the added money for any stake which is run in more than one division.

12. Horses claimed by, transferred to, or sold to, any person or stable which is not registered, and approved, for racing at Del Mar must be removed from the grounds within twenty-four (24) hours after they are claimed, transferred, or sold unless their continued presence is approved in writing by DMTC, in its sole and absolute discretion.

13. **In no event, circumstance, or situation will DMTC be considered to have responsibility for the care, custody, control, or well-being of any horse kept at Del Mar while in assigned stalls, on any racing surface, or elsewhere on the premises**. Trainer assumes full responsibility for the safety, care, and well-being of all horses stabled by them at Del Mar, and agrees to take all reasonable measures for the protection of such horses, including

providing adequate supervision for such animals while on the premises, hiring competent personnel to take care of such animals at all times, cleaning and maintaining stalls assigned pursuant to the Stall Application, and removing any hazardous condition from such stalls which is known to Trainer or their employees, or if Trainer believes that such condition should be remedied by DMTC, promptly calling to the attention of DMTC in writing, any such hazardous condition.

14. Trainer agrees to properly supervise all of their employees, agents, invitees, and other persons known to them to be in the area assigned to them pursuant to the Stall Application, and hereby acknowledges that Trainer is responsible for the conduct of their employees, agents, and invitees. DMTC has no obligation to remedy any condition on the premises which may be caused by the negligence of, or willful conduct of, any such employees, agents, or invitees, unless it has prior written notice of the existence of such condition and has had a reasonable opportunity to repair such condition. Trainer agrees to be responsible and pay DMTC for any damage to tack rooms assigned to Trainer caused by Trainer, Trainer's employees, agents, or invitees. DMTC shall inspect the smoke detectors in the living quarters and shall make all necessary repairs. Notwithstanding the foregoing, Trainer or Trainer's employee or agent shall notify DMTC if the smoke detector's battery is low and needs to be replaced. DMTC shall be responsible for making all necessary repairs or replacements to said smoke detectors. DMTC shall inspect the sprinklers located in the stalls and shall make all necessary repairs.

15. **Assumption of Risk**.

PLEASE READ SECTION 15 CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS.

Trainer KNOWINGLY, VOLUNTARILY, and EXPRESSLY ASSUMES ALL RISKS AND DANGERS, known and unknown, associated with: (a) caring for and working with horses, (b) participating in thoroughbred horse racing at Del Mar, and (c) being in, upon, or about the premises of Del Mar (which includes, without limitation, the training track or any racing surface). **Trainer, on their behalf and on behalf of their owners, further agrees to assume full responsibility for, and risk of, bodily injury, death, or property damage for the foregoing even if such is caused in whole or in part by the sole, joint, or comparative passive, active, or affirmative negligence, or strict liability of the DMTC or otherwise and that DMTC is not liable for any injuries from such causes**.

16. **Transportation to Slaughterhouse. Trainer shall not directly or indirectly participate in the transport of any horse from Del Mar to either a slaughterhouse or an auction house engaged in selling horses for slaughter**.

17. Trainer acknowledges that stalls occupied by horses shall not be padlocked at any time and agrees to act in conformity with this requirement. Additionally, Trainer acknowledges that tack rooms shall not be locked when occupied and agrees to act in conformity with this requirement.

18. Trainer, or one of Trainer's employees, shall have a presence in the barn at all times that there are one or more horses in the barn. DMTC may enter and search living quarters

so long as it has reasonable cause to believe that there is an activity taking place that is criminal, or a threat to the health or safety of other occupants of living quarters, or a threat to the health or safety of the horses. DMTC agrees to notify Trainer within 24 hours of any such entries.

19. In submitting this Stall Application for stalls or to otherwise participate in the Race Meet, it is understood that a background report may be made whereby information is obtained through personal interviews with third parties.

20. **Trainer acknowledges that Trainer's stable personnel are employees of Trainer, and that no employment relationship exists between such stable personnel and DMTC**. Trainer agrees that Trainer's stable personnel shall be covered under the prevailing and applicable statutory employee benefit programs such as Workers' Compensation, Disability, Unemployment, Social Security, and the like, and at Trainer's sole cost and expense—since the employees are employees of Trainer and not DMTC. Additionally, Trainer shall be responsible for complying with all OSHA regulations as they may pertain to Trainer's employees. Without limiting the generality of the preceding set forth in this Section, Trainer shall be responsible, at its sole cost and expense, for complying with all laws applicable to Trainer as the employer of Trainer's employees.

21. A public or private auction of a horse shall not be noticed, advertised, nor conducted on the premises of Del Mar unless written consent is first obtained from DMTC, which consent will not be unreasonably withheld, provided that in the sole and absolute judgment of DMTC, the seller has taken reasonable steps to ensure the safety of the public, patrons, and backside workers, the sale will not lead to the horse subsequently being sent to a slaughter house or an auction house engaged in selling horses for slaughter, and the auction does not interfere with the orderly course of racing, training, or the business of DMTC.

22. DMTC shall provide to Trainer a copy of its Emergency Action Plan.

23. If horses accepted for racing at the Race Meet are assigned to another facility (other than Del Mar), then the provisions of this Agreement shall also apply to such other facility. However, Trainer shall be responsible for receiving the emergency action plan (or similar document)—if such other facility has an emergency action plan—applicable to that other facility from such other facility. Additionally, Trainer shall be required to comply with any other rules and conditions that such facility may have.

24. Exclusion Standard.

a. Bases for Exclusion. DMTC's authority to make decisions in the ordinary course of business to limit or deny stalls based upon eligibility or quality of horses included in a stall application, shall not be limited or effected by the provisions of this Agreement. Without limiting the foregoing, DMTC may make an Adverse Action so long as DMTC reasonably believes that:

i. A horse under Trainer's care tested positive for a CHRB defined Class 1 through Class 3 drug substance;

ii. Trainer has engaged in conduct (or failed to take action) which compromises the health and/or safety of animal or human;

iii. Trainer does not have the fitness or competence to train thoroughbred racehorses;

iv. Trainer's conduct falls below the prevailing industry standard of care for training thoroughbred racehorses in California;

v. Trainer has committed serious, or repeated material (meaning, not purely technical), violation(s) of regulatory protocols, rules, or regulations, or serious, or repeated material (meaning, not purely technical), violation(s) of Track protocols, rules, or regulations, provided such Track protocol, rule, or regulation does not conflict with any CHRB Rule or the Horseracing Integrity and Safety Act of 2020;

vi. Trainer's conduct (or failure to take action) including serious misconduct unrelated to racing (for example, sexual or other harassment, domestic or other violence, theft, substance abuse, etc.) or Trainer's participation (continued or otherwise) in the meet, compromises the integrity of horse racing or is likely to cast horse racing or Track in a negative light; or

vii. Trainer has engaged in conduct (or failed to take action) which, or Trainer's continued participation, compromises the successful conduct or promotion of horse racing.

b. Legal Standard. DMTC's decision must: (i) be made in good faith; (ii) be supported by a fair or substantial reason; and (iii) not be discriminatory. Additionally, the Adverse Action taken against Trainer may not be manifestly disproportionate to the grounds relied upon for the Adverse Action taken.

25. **Arbitration Agreement & Class Action Waiver**.

PLEASE READ SECTION 25 CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS.

AGREEING TO ARBITRATION IS AN IMPORTANT DECISION. Arbitration will resolve disputes that would otherwise be resolved in a court of law. By agreeing to arbitrate, Trainer and DMTC are giving up their right to sue in court and are giving up their right to have a jury trial.

Trainer and DMTC agree that any disputes which are not able to be resolved informally shall be resolved in accordance with the following mandatory arbitration and class action waiver provisions ("Arbitration Agreement").

a. Arbitration. Unless otherwise prohibited by law, **TRAINER AND DMTC AGREE TO ARBITRATE ALL CLAIMS AND DISPUTES** relating in any way to: (i) the

Trainer's submission of the Stall Application, (ii) any and all decisions made by DMTC regarding the Stall Application (e.g., rejecting the Stall Application in whole or in part), (iii) revocation of stalls previously assigned to Trainer, (iv) Trainer's participation in or attendance at the Race Meet, including without limitation, Trainer's exclusion from participating in the Race Meet and/or training at the Race Meet, (v) this Agreement, (vi) any and all dealings, actions, or inactions between DMTC and Trainer, (vii) any claim by either DMTC or Trainer based on contract, tort, equity, regulation, rule or statute, and (viii) the determination of the validity, interpretation, or scope of the parties' agreement to arbitrate (individually and collectively the "Arbitration Claims"), **through binding individual arbitration** (the "Arbitration"), **which precludes Trainer or DMTC, from bringing any class, collective, or representative action against DMTC or multiple trainers, as applicable**.

b. General Arbitration Provisions. The following provisions (the "General Arbitration Rules") shall apply to all Arbitrations except those Arbitration Claims set forth in Section 24(d)(iv):

i. Venue; Arbitrator Section Process. The Arbitration shall be heard in San Diego County by a single retired Federal or State Judge in the State of California. The same Arbitrator shall preside over the entire Arbitration. The Arbitration shall be conducted by JAMS and JAMS shall select a retired Federal or State Judge in the State of California, who has a background in complex business matters, to serve as the Arbitrator using its otherwise standard method for appointing an Arbitrator (See Rule 15 of the JAMS Rules).

ii. Arbitration Rules; Cost. All substantive and procedural matters of the Arbitration shall be in accordance with California law. The Arbitration shall be administered pursuant to JAMS' Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures (the "JAMS Rules") in those rules, except as modified by this Agreement. The costs of the Arbitration shall be paid fifty percent (50%) by DMTC, and fifty percent (50%) by Trainer, provided that each party shall bear its own attorneys' fees and expenses. If the Trainer can successfully demonstrate to the Arbitrator that Trainer is financially unable to pay the Arbitrator's fees, then DMTC shall pay such fees in their entirety, and any amount of Arbitration fees that DMTC paid on behalf of Trainer shall be repaid from any Arbitration Award awarded Trainer, if any.

iii. Arbitration Award. The Arbitrator shall have the power to award any relief that would have been available in a court of law, provided that each party shall bear their own attorney's fees and costs, and as such, the Arbitrator shall not be entitled to award attorney's fees and costs to the prevailing party unless attorney's fees and costs could be awarded by statute if the case were brought in Court as opposed to through Arbitration.

iv. Arbitrator's Decision; Appeal Procedure. The Parties will request that the Arbitrator issue a brief written statement of decision within ten (10) business days after the conclusion of the hearing; however, the Arbitrator on its own motion may take up to the 30 days to issue a decision per Rule 24 of the JAMS Rules. The Arbitrator's decision shall be final and binding and effective upon rendition; provided, however, that the Parties adopt and agree to implement the JAMS Optional Arbitration Appeal Procedure (as it exists on the effective date of

this Agreement) with respect to any final award in an arbitration arising out of or related to this Agreement (the "Appeal"), provided that the Appeal Panel's standard of review on appeal is whether the Arbitrator's decision was arbitrary or capricious. The Arbitrator's decision, and if applicable the decision following the Appeal, shall be final and binding and effective upon rendition subject only to appeal (other than the JAMS Optional Arbitration Appeal Procedure) as permitted by California law of Arbitration Awards. If a Party wishes to Appeal, the Party must file the notice of appeal within fourteen (14) calendar days after the Arbitrator's decision.

v. Enforcement of Judgment. Any judgment upon any award rendered by the Arbitrator may be entered by any state or federal court having jurisdiction thereof.

vi. Confidentiality of Arbitration. Except as otherwise required by, or prohibited by, law, the parties agree that the Arbitration will be confidential, and all conduct, statements, promises, offers, views, and opinions, oral or written, made during the Arbitration by any party or a party's agent, employee, or attorney will remain confidential and, where appropriate, will be considered work product and privileged, and the existence and the results of the Arbitration will be maintained by the parties and their respective agents, employees, and attorneys as confidential at all times.

vii. Emergency Relief. Either Trainer or DMTC shall be able to seek emergency relief under the Emergency Relief Procedures provided for in the JAMS rules as of the effective date of this Agreement; provided, however, that the granting of emergency relief shall be governed consistent with the standards for granting a Temporary Restraining Order or Preliminary Injunction under *California Code of Civil Procedure* §525, et seq.

viii. Order of Precedence. This Arbitration Agreement shall take precedence over the JAMS Rules in the event of any conflict.

c. Non-Exclusion Claims. All Arbitration Claims other than those relating to: (i) Trainer's submission of the Stall Application, (ii) any and all decisions made by DMTC regarding the Stall Application, (iii) revocation of stalls previously assigned to Trainer, and (iv) Trainer's participation in or attendance at the Race Meet, including without limitation, Trainer's exclusion from participating in the Race Meet and/or training at the Race Meet (collectively, "the Exclusion Claims") shall be conducted in accordance with the General Arbitration Rules. Any Arbitration which contains both Exclusion Claims and non-Exclusion Claims shall be governed in accordance with subsection (d) below.

d. Suspension/Exclusion Claims.

i. Exclusion Claims shall fall into one of two categories, a 'Short-Term Exclusion" and a "Non-Short-Term Exclusion." A "Short-Term Exclusion" is an exclusion or limitations on training or racing at Del Mar for a number of days that is less than the full duration (or full remaining dates) of the Race Meet. A "Non-Short-Term Exclusion" is an exclusion from participating in racing in training at Del Mar which does not qualify as a "Short-Term Exclusion."

ii. For all Arbitration Claims which are Exclusion Claims (or a mix of both Exclusion Claims and non-Exclusion Claims), the Arbitration shall be conducted in accordance with the following:

A. Burden of Proof. DMTC shall have the initial burden to establish that (A) it had a reasonable belief that one or more specified grounds existed, (B) it acted in good faith, (C) it acted on the basis of a fair and substantial reason, (D) it did not discriminate, and (E) the Adverse Action was not manifestly disproportionate to the grounds relied upon. Trainer may then present evidence to rebut those grounds or to support any affirmative claims.

B. CTT Participation and Attendance. If the Trainer requests, and the California Thoroughbred Trainers ("CTT") agrees, the CTT may represent Trainer in the Arbitration. If the CTT does not represent Trainer in the Arbitration Hearing, the CTT may attend the Arbitration Hearing provided that the CTT representatives that attend the hearing agree to be bound by the confidentiality provisions set forth in Section 24(b)(vi) above.

C. Attendance of Meeting and Reconsideration Meeting. Trainer shall not be entitled to file an Arbitration Claim or otherwise seek Arbitration unless the Trainer has participated in both the Meeting and Reconsideration Meeting, as those terms are defined in DMTC's Trainer Exclusion/Suspension Process, a copy of which is available in the DMTC's racing office.

iii. Non-Short-Term Exclusions. For all Non-Short-Term Exclusions, the Arbitration shall be conducted in accordance with the General Arbitration Rules except as modified by the following: The Arbitrator will commence a hearing within 180 days of Trainer's filing and receipt by JAMS of the Notice of Arbitration. The hearing will occur on consecutive days without interruption until completion, Saturdays, Sundays and Holidays excepted, and will not encompass more than five (5) full business days, unless otherwise extended by the Arbitrator based on good cause.

iv. Short-Term Exclusions. The Arbitration for Short-Term Exclusions shall be conducted as follows:

A. No Emergency Relief. If the Adverse Action results in a Short-Term Exclusion, Trainer shall not be entitled to seek any emergency relief or provisional remedies (e.g., a Temporary Restraining Order or Preliminary Injunction) either through the Arbitrator or through filing an action in superior court.

B. Selection of Arbitrator. Trainer shall notify DMTC in writing that it wishes to formally challenge DMTC's Adverse Action. Within two (2) business days of DMTC's receipt of Trainer's notification, DMTC and Trainer will meet and confer to try to agree upon the appointment of an Arbitrator. If the Parties cannot agree on the Arbitrator, the Arbitrator will be appointed on the third business day by random lot, drawing from a pre-approved list of four (4) Arbitrators which had been previously selected by DMTC and the CTT.

C. Exchange of Documents; Discovery. DMTC and Trainer will exchange all relevant documents within seven (7) calendar days of the appointment of the Arbitrator. Other than this exchange of documents, no other forms of discovery will be permitted, including depositions.

D. Hearing Date. The Arbitrator will convene a hearing within ten (10) calendar days of the Arbitrator's appointment, provided, that the Arbitrator may for good cause extend the date of the hearing past ten (10) calendar days of the Arbitrator's appointment.

E. Purpose of the Hearing. The sole purpose of the hearing will be to determine whether Adverse Action was made in with the Exclusion Standard set forth in Section 24 above. The hearing will be informal, with each side providing a concise summary of their positions. The Arbitrator may allow brief testimony from witnesses. The hearing will occur during the course of a single business day. The Arbitrator may choose whether to issue an oral statement of decision at the end of the hearing, or instead, issue a brief written statement of decision within two (2) business days after the conclusion of the hearing. Additionally, the Arbitrator shall resolve any claim seeking a determination of the validity, interpretation, applicability, enforceability, or scope of this agreement to arbitrate

F. Arbitrator's Decision. The Arbitrator's decision shall be final and binding and effective upon rendition subject only to appeal as permitted by California law of Arbitration Awards.

G. Arbitration Award. If the Arbitrator finds that DMTC's Adverse Decision was not made in accordance with California law, the Arbitrator may order DMTC to reinstate Trainer. The Arbitrator shall not be entitled to grant any additional relief. Each party shall bear their own attorney's fees and costs, and as such, the Arbitrator shall not be entitled to award attorney's fees and costs to the prevailing party unless attorney's fees and costs could be awarded by statute if the case were brought in Court as opposed to through Arbitration.

H. Cost. The costs of the Arbitration shall be paid fifty percent (50%) by DMTC, and fifty percent (50%) by Trainer, provided that each party shall bear its own attorneys' fees and expenses. If the Trainer can successfully demonstrate to the Arbitrator that Trainer is financially unable to pay the Arbitrator's fees, then DMTC shall pay such fees in their entirety, and any amount of Arbitration fees that DMTC paid on behalf of Trainer shall be repaid from any Arbitration Award awarded Trainer, if any.

I. Enforcement of Judgment. Any judgment upon any award rendered by the Arbitrator may be entered by any state or federal court having jurisdiction thereof.

J. Confidentiality of Arbitration. Except as otherwise required by law, the parties agree that the Arbitration will be confidential, and all conduct, statements, promises, offers, views, and opinions, oral or written, made during the Arbitration by any party

or a party's agent, employee, or attorney will remain confidential and, where appropriate, will be considered work product and privileged, and the existence and the results of the Arbitration will be maintained by the parties and their respective agents, employees, and attorneys as confidential at all times.

e. Class Action Waiver ("Class Action Waiver"). The Parties agree that in any Arbitration Claim to be resolved by Arbitration, neither Trainer nor DMTC will be able to participate in a class action or class arbitration. Each Party understands and agrees that by requiring each other to resolve all disputes through individual arbitration, **each Party is waiving the right to a court or jury trial**. **ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND NOT AS A CLASS ACTION, representative action, class arbitration or any similar proceeding**. The arbitrator(s) may not consolidate the claims of multiple parties unless such parties share common ownership.

f. If any term, condition, or provision of this Arbitration Agreement is held to be illegal, invalid, or unenforceable, such term, condition, or provision shall be severed from this Arbitration Agreement and the remainder of this Arbitration Agreement will not be affected by such illegality, invalidity, or unenforceability, but will continue to be valid and enforceable to the fullest extent permitted by law.

26. Additional Terms.

a. Governing 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 and any applicable federal law 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. Without limiting the effect of the Arbitration Agreement, each party hereby expressly waives any and all rights that it may have to make any objections based on jurisdiction, venue, or sufficiency of process to any Arbitration brought to enforce the terms of this Agreement, and each party hereto agrees to venue in San Diego County, California.

b. Severability. If any term, condition, or provision of this Agreement is held to be illegal, invalid, or unenforceable, such term, condition, or provision shall be severed from this Agreement and the remainder of this Agreement will not be affected by such illegality, invalidity, or unenforceability, but will continue to be valid and enforceable to the fullest extent permitted by law.

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 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.

d. No Third-Party Beneficiary, Reliance, or Enforcement. The provisions of this Agreement are not intended to be for the benefit of, or enforceable by, any party other than DMTC or Trainer. Except for DMTC and Trainer, no party shall have any right to rely upon or enforce any of the terms and provisions of this Agreement.

e. Survival. In addition to any other survival clause set forth elsewhere in this Agreement, Sections 15 and 25 of this Agreement shall survive the termination of this Agreement.

Exhibit B

Acknowledgments and Agreement on Back of Stall Application

1. I acknowledge that the Del Mar Terms and Conditions of Stabling and Racing (the "Agreement") are available at Del Mar's racing office and available for download at *www.dmtc.com*. _____
   Initial

2. I acknowledge that I have received and fully read the Agreement. _____
   Initial

3. I understand and agree that the Agreement is incorporated into and made part of the Stall Application as if fully set forth on this Stall Application. _____
   Initial

4. I am not relying on any other document or contract at the time when I am entering into the Agreement. _____
   Initial

5. **I understand and acknowledge that that the Agreement contains an assumption of risk provision**. _____
   Initial

6. **I understand and acknowledge that the Agreement contains a mandatory arbitration provision with a class action waiver. I understand and acknowledge that the arbitration will resolve disputes that would otherwise be resolved in a court of law, and that by agreeing to arbitrate, I and Del Mar Thoroughbred Club are giving up our rights to sue in court and to have any potential dispute heard by a jury. I understand and agree that a single arbitrator will resolve the dispute**. _____
   Initial

7. **I acknowledge that I am not entering into a lease of space agreement but rather, if granted stalls, I will be receiving a revocable license which is subject to the terms and conditions of the Agreement**. _____
   Initial

8. In addition to all other requirements set forth elsewhere, for this Stall Application to be considered by Del Mar Thoroughbred Club, I understand and agree that I must: (a) provide the workers' compensation information requested in the space below; and (b) that I must sign and date the Stall Application—and if I submit more than one (1) Stall Application due to my submitting more horses than there is space for on the reverse side of this Stall Application, I must sign each Stall Application separately, initial each Stall Application separately and provide the workers' compensation insurance information on each separate Stall Application. _____
   Initial

I certify that I have read, understand, and voluntarily enter into this Stall Application which incorporates the Agreement as if the Agreement was fully set forth on the Stall Application.

Signature Print Name Date

Exhibit C

Trainer Exclusion/Suspension Process

The following process will be utilized by Track if Track is considering taking action, up to and including excluding Trainer from racing or training activities at Del Mar or any approved auxiliary stabling facility, against a Trainer.

1. Notice.

a. Track will send the Trainer a letter (the "Letter") notifying the Trainer that Track is contemplating taking action against the Trainer. The Letter will state why Track is considering taking action against the Trainer and invite the Trainer (with a proposed time and date) to meet with Track to respond to the stated reasons for the potential action to be taken against Trainer (the "Meeting").

b. The Letter will also inform the Trainer that until a determination on whether to exclude the trainer has been made, the Trainer will not be permitted to enter any horses to race and shall not be permitted to "work" his or her horses at the Track's racetrack or any auxiliary stabling facility which has common ownership with the Track or any auxiliary facility under its control; the Trainer's horses may only gallop at such locations (*see* Section 7(b)). "Work" shall mean a horse engaging in exercise session near full speed, close to full speed, or at full speed, whether timed or untimed.

c. Track shall schedule the Meeting within five (5) days after the date of the Letter. However, at any time prior to the commencement of Meeting, the Trainer may request additional time, up to an additional twenty-eight (28) days, to prepare for the Meeting. If the Trainer requests any additional time as provided for in the previous sentence, that additional time will be granted, and the exclusion will not go into effect during that period; provided, however, that the Trainer may not race or "work" horses at the Track's racetrack or any auxiliary stabling facility which has common ownership with the Track or any auxiliary facility under its control (the horses may only gallop at such locations), as set forth in Section 1(b)

2. The Meeting.

a. The CTT will be invited to the Meeting.

b. At the Meeting, the Trainer will be given the opportunity to respond to the Letter by presenting evidence and may bring witnesses to testify in the Trainer's defense. Track will place no limit on the amount of evidence or number of witnesses the Trainer can present at the Meeting (provided that the presentation is addressing that reasons stated in the Letter).

3. Decision After the Meeting.

a. After hearing the Trainer's defense(s) at the Meeting, Track will make its decision as to whether it will take action against the Trainer. Since the decision to take action against a Trainer is not one that Track takes lightly, Track will make its decision promptly.

b. Track will notify the Trainer of its decision in writing. The decision letter will include the length of the exclusion/suspension, which may be up to and including a lifetime exclusion.

4. Reconsideration Meeting.

a. If Track decides to take action against the Trainer, the Trainer may ask for Track to hold an additional meeting to reconsider the decision (the "Reconsideration Meeting"). If the Trainer wishes to request reconsideration, the Trainer must make the request to Track, in writing, within five (5) days of being notified by Track of its decision to take action against the Trainer. The exclusion/suspension will remain in effect until, at least, the rendering of a decision to the contrary, if at all. In other words, asking for the Reconsideration Meeting will not "stay" the exclusion.

b. The Reconsideration Meeting will be held within five (5) days of receipt of the request so that the Trainer can present any basis for the reconsideration. However, at any time prior to the commencement of Reconsideration Meeting, the Trainer may request additional time, up to an additional twenty-eight (28) days, to prepare for the Reconsideration Meeting. If the Trainer requests any additional time as provided for in the previous sentence, that additional time will be granted.

c. The Trainer can be represented by counsel at the Reconsideration Meeting if the Trainer so chooses. If Trainer would like, and the CTT agrees, the CTT can represent the Trainer at the Reconsideration Meeting.

d. The Trainer may present evidence at the Reconsideration Meeting that was not presented at the Meeting, provided that the Trainer can demonstrate that this new evidence could not, with reasonable diligence, have been presented at the Meeting.

5. Decision After Reconsideration Meeting.

a. After hearing the Trainer's defense at the Reconsideration Meeting, Track will make its decision promptly.

b. The individual making the reconsideration determination on behalf of Track will be different than the individual who made Track's initial decision to take action against the Trainer (the "Reviewing Decision Maker").

c. During Track's review of the original decision, the standard of review to overturn the original decision shall be the "clearly erroneous" standard, as defined in the next

sentence. “Clearly erroneous” shall mean: “Reversal is only permitted when upon review of all of the evidence, a reasonable observer would find that it a clear and definite mistake has been committed, such that the original decision was without a rational basis. Reversal is not permitted simply because the reviewing decision maker would have decided the case differently.”

6. Arbitration.

a. If Track does not rescind its decision to take action against the Trainer after the Reconsideration Meeting, and Trainer wishes to formally challenge Track’s actions, the Trainer may file an arbitration claim against the Track. Binding arbitration is the sole method of bring any action/ causes of action against the Track.

b. Trainer must ask for the Reconsideration Meeting and must await Track’s decision after the Reconsideration Meeting before the Trainer can file an arbitration proceeding.

c. Track’s Terms and Conditions of Stabling and Racing contains information regarding filing an arbitration claim and how the arbitration will proceed.

7. Continued Occupancy of Stalls; Use of the Racing and Training Surfaces.

a. From the date of the Letter, the Trainer may continue to occupy any previously allocated stalls and appurtenant facilities until the Trainer is required to vacate pursuant to the following:

The Trainer will be required to vacate his or her stalls at the sooner of: (i) three (3) days after the scheduled date of the Meeting if the Trainer does not attend the Meeting provided that the Trainer had notice of the Meeting or Track used good faith efforts to provide the Trainer with the Letter but Track was not able to locate the Trainer (or the Trainer refused to accept the Letter); (ii) five (5) days after the Trainer received notice from Track that Track has considered the Trainer’s defense and has decided to take action against the Trainer and the Trainer has not requested a Reconsideration Meeting; (iii) three (3) days after receiving notice from Track that Track has considered the defenses in the Reconsideration Meeting and has not overturned the initial decision; and (iv) the date when all horses are required to have vacated their stalls (e.g., the end of the meet), or (v) twenty-one (21) days from the date of the Letter.

b. During such time that the Trainer occupies his or her allocated stalls and appurtenant facilities pursuant to Section 7(a), in order to protect the welfare and safety of these other participants since an injury to a horse can affect not only the horse but also the rider as well as other horses and riders on the track, from the date of the Letter until such time that a decision on has been made to not exclude the Trainer, the Trainer is prohibited from entering to race and from “working” horses at Track’s racetrack or any auxiliary stabling facility which has common ownership with Track or any auxiliary facility under its control. The Trainer may walk their horses in the shed row and may gallop on the training track if there is one, otherwise on the main track. Track’s veterinarian may place other restrictions on the Trainer galloping their horses and the Trainer must comply with any restriction.



Race Meet Agreement

Fall 2022

Between

Del Mar Thoroughbred Club

And

California Thoroughbred Trainers

November 11, 2022 – December 4, 2022

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2022 Fall Race Meet Agreement
Del Mar thoroughbred Club & California Thoroughbred Trainers

This Agreement is entered into by and between Del Mar Thoroughbred Club ("Track") and the California Thoroughbred Trainers, Inc. ("CTT") and becomes effective on November 11, 2022.

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. California *Business and Professions Code* §19613.1 (b) states the trainers' organization shall generally be responsible for negotiating issues relating to the backstretch, track safety, and the welfare of backstretch employees.

C. CTT is the duly organized trainers' association recognized by Track and 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.

D. Track and CTT, 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, CTT, and its members, and for the purpose of providing for an orderly and uniform method of dealing with issues involving the racetrack, track safety, the backstretch, and the welfare of trainers and other backstretch personnel, 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 are hereby acknowledged, Track and CTT (each a "Party", and collectively, the "Parties") hereby agree as follows:

1. Term. Except as otherwise provided herein, the provisions of this Agreement shall be applicable only to the thoroughbred race meet conducted by Track under license from the CHRB for the period commencing November 11, 2022, through December 4, 2022 (the "Term").

2. Purse Projections. Track shall provide to CTT, prior to each individual race meet which takes place during the Term, and on not less than a bi-weekly basis during the Term, for CTT's information, Track's projections (and supporting documents) of estimated purses.

3. CTT Distributions.

a. Track shall pay to CTT during the Term the sums required by Section 19613(b) of the California *Business & Professions Code*. Specifically, Track shall pay one percent (1%) to CTT Backstretch Employees' Retirement Savings Pension Plan and one-half percent (1/2%) to CTT, as required by law. The amounts payable to CTT Backstretch Employees' Retirement Savings Pension Plan and CTT pursuant to this provision may be referred to sometimes collectively as "CTT Distribution". Track shall also pay to CTT, in a timely fashion as may be established by normal industry practice or by general agreement of the Parties, all other statutory distributions due CTT including, without limitation, amounts payable pursuant to California *Business & Professions Code* section 19604. Purse money and commissions generated from Simulcasting shall be divided in accordance with the applicable provisions of the California *Business and Professions Code*.

b. The sums payable pursuant to this Section 3 shall be paid on Friday of each week during the Term; the final payment shall be made on or before 10 calendar days following the close of each individual race meet 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.

c. Track shall at any time refrain from asserting, in any judicial or non-judicial proceeding at law or in equity or in a bankruptcy petition, any ownership interest in the disbursements set forth in this Section 3. Track acknowledges it acts as merely a conduit for the transfer of the monies and disbursements herein described for the benefit of CTT Distribution, and, as such, can claim no ownership interest of any sort in these monies.

4. Condition Book.

a. Track agrees to meet with CTT within eleven (11) calendar days after the issuance of each Condition Book to discuss and review suggestions for the next Condition Book.

b. Track agrees to use its best efforts to make its first Condition Book for the Term available to horsemen at least 10 days prior to opening day.

c. Track will make available Condition Books to horsemen at least eleven (11) calendar days prior to the first race provided for in the Condition Book.

d. 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 book.

5. Stall Applications. Each stall application shall refer to the particular horses for which stalls are requested and no substitution of horses shall be permitted without Track's prior consent. The Stall Application Agreement used by Track is attached hereto as Exhibit A which is

hereby incorporated into and made part of this Agreement. The Stall Application Agreement will be incorporated into and made part of the Stall Application. The acknowledgments and agreement included on the Stall Application which the trainer will initial or sign, as applicable, is attached hereto as Exhibit B which is hereby incorporated into and made part of this Agreement.

6. 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.

b. Track agrees to use its commercially reasonable efforts to provide stalls to horses that are in a 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 Track's Racing Secretary has approved stalls. Stalls shall be assigned only to 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, or for Track's needs for access to such stalls for repairs, maintenance, and construction. CTT members shall cooperate with Track to provide reasonable access to occupied stalls for necessary repairs, maintenance, and construction. The name of any trainer not cooperating with reasonable access shall be provided to CTT within 24 hours of such non-cooperation. Track will assure that stalls being repaired will be substituted for by other stalls at Track's cost, if applicable. Prior to the stable area opening for occupancy, as set forth in subsection (f) below, and at any other time upon CTT's request, Track shall provide to CTT a detailed report (by barn and stall number) of all significant repairs and improvements accomplished within the prior 60 days. Track and CTT agree that structural and infrastructure repairs and maintenance to enhance equine and human safety shall have priority over other improvement projects.

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, and taking into consideration the character of each individual race meet conducted during the Term, and the horses suitable for the holding of such race meet. In the allocation and assignment of stall space for thoroughbreds, so long as the trainer is duly licensed, Track will not discriminate in any way against any trainer by reason of membership in the CTT.

d. Track shall not allocate more than forty (40) stalls to any one trainer. Following allocation of stalls which shall not exceed forty (40) stalls 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. 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 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 will, with respect to each individual race meet during the Term, be open, available, and in condition for training at no charge to horsemen three days before and two days after each individual race meet which occurs during the Term.

f. Track further agrees to maintain and service the main track and turf course on a regular basis and will consult with the CTT on these procedures as requested by CTT. However, notwithstanding the consultation, Track shall, in its discretion, make all maintenance and service decisions.

7. House Rules. Track has established, and may in the future establish, rules, regulations, and security procedures. Track shall consult with the CTT prior to Track adopting new rules, regulations, and security procedures, and shall reasonably consider any objections expressed by the CTT. Notwithstanding the consultation and consideration of any objections provided for in the previous sentence, Track shall be permitted, in its discretion, to adopt any such new rules, regulations, and security procedures. Any rules, regulations, or procedures so enacted shall be in addition to, and shall not supplant or conflict with, the rules and regulations of the CHRB or applicable California law, or the Horseracing Integrity and Safety Act of 2020.

8. Exclusion/Suspension of a Trainer. Any decision by Track to exclude a Trainer shall be made in accordance with California law, including, without limitation CHRB Rule 1989.

9. 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.

10. First Post Time. All Post times for each race meet which takes place during the Term must be submitted for approval of the CHRB in Track's initial application for license. Any changes in Post time following the opening of such race meet must be submitted to CHRB for their approval.

11. 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; and/or destruction of the racing plant of Track by fire or other casualty, and Track is thereby prevented from conducting one (1) or more days of scheduled thoroughbred racing, then sums otherwise payable by Track for the missed racing day shall not be due and payable.

12. Stabling at and Vanning from Auxiliary Stabling Facilities. 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 for such race meet that occurs during the Term:

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.

b. Track agrees it will provide auxiliary stall applications for horses to be stabled at auxiliary stabling facility as far in advance of the opening of an individual race meet which occurs during the Term as is commercially practical. Said auxiliary stalls shall be made available without cost to horsemen, pursuant in accordance with the applicable provisions of the California Horse Racing Law.

c. 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.

13. 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.

14. Anti-Monopoly Provision.

a. Track acknowledges CTT'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, without first obtaining the consent of the CTT, which consent shall not be unreasonably withheld.

b. CTT 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. Accordingly, CTT 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, provided that CTT will be given a minimum 24-hour prior written notice by Track that a particular serviceman, supplier, or vendor will be denied further access or privileges to Track grounds or property. Notwithstanding

anything to the contrary herein, Track shall have the right to enforce the provisions of its contract with WestWalk Inc. to be the exclusive provider of hot walking machines.

15. 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, or whose horse has competed or is scheduled to compete during the Term.

b. Track further agrees to issue to all CTT Board members, its President, Executive Director, and Deputy Directors, North and South, and General Counsel, VIP or "official" credentials for the Term, including but not limited to, an "official" pin and Turf Club, or equivalent, guest pass. All other CTT authorized personnel, CTT Pension Administrative Committee Members, and California Horsemen's Safety Alliance representatives, who are not trainers or otherwise covered herein, up to a maximum of five (5), shall receive an "official" pin.

16. Training/Stabling/Employee Housing Facilities.

a. At all times during the Term which Track is scheduled to be open for training, Track will cause the main track to be open at 5:30 A.M. (roof lights when necessary) and to remain open for training until 9:30 A.M.

b. It is the intent of Track and CTT that the main track will be maintained by Track in good and safe condition and be available for training seven (7) days a week on each day horses are stabled at Track (except in the event of a water shortage or other unforeseen conditions of which Track has notified the CTT).

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 in which 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 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 five (5) days per week.

e. Track and CTT agree that they shall work cooperatively to assess and remedy any conditions that may adversely affect the main track and grass course during the

Term and while the main track and grass course are open for training during the Term. Track further agrees to use commercially reasonable efforts to maintain the main track, grass course, surrounding roads, and the barn area in good and safe condition.

f. While acknowledging that it is impossible to keep surfaces free of all rocks, it is the intent of the parties that Track will use commercially reasonable efforts to obtain and use materials on said surfaces that are free of rocks. In the absence of gross negligence, the Track shall not be liable for the presence of rocks.

g. It is agreed that maintenance and construction work will be restricted during training hours so as not to endanger horses and/or backstretch personnel. It is further agreed that the track and backstretch areas will be kept free of rocks and other injurious debris so long as practicable; and in the absence of gross negligence, the Track shall not be liable for the presence of rocks and other injurious debris.

h. Track shall maintain stabling and keep all stalls in good repair. Stalls shall be maintained in such condition that they are safe, useable, and promote the safety and health of the horses, and that of people who work with and have other contact with horses.

i. CTT will use its best efforts to inform trainers to comply with all federal, state, and local laws, rules, codes, and ordinances. Without limiting the generality of the foregoing, all feed must be properly stored at all times. Track shall make available to CTT the guidelines for proper feed storage and other governmental requirements related to the backstretch. CTT shall be responsible for disseminating the guidelines to its members. Track shall also provide to CTT, immediately upon receipt thereof, any governmental notice relating to any issue on the backstretch so that CTT may work with Track and/or trainer in addressing the issue. Track reserves all rights against an offending trainer in connection with any fine levied against Track by a governmental entity for the improper storage of feed.

17. Track Safety.

a. Within a reasonable time following its receipt by Track, not to exceed 72 hours, Track agrees to provide or otherwise make reasonably available to CTT for review, and to meet with CTT representatives at mutually agreeable times during the Term to discuss, information concerning the soil or material composition, construction, engineering and remediation of Track's main track and turf course surface, including, without limitation, to the extent they exist and is in Track's possession, custody, or control, material laboratory analyses, consultant analyses, daily maintenance protocols and reports, and remediation recommendations. Track agrees to provide to CTT on an ongoing basis and as set forth above, any and all testing reports, data, or recommendations done by, requested by, and/or provided to Track or the CHRB, so long as such testing reports, data, or recommendations are in Track's possession, custody, or control. Track and CTT mutually agree to grant authorization to each other to obtain and to release to each other any information regarding track testing reports, data, or recommendation in the custody, possession, or control of the CHRB upon its receipt by Track. CTT agrees to exercise its discretion regarding whether or not to disseminate any such reports received pursuant to this Agreement.

b. Track will make available all horse ambulance reports to CTT, as generated, and no later than on a weekly basis during each individual race meet which occurs during the Term.

c. Within a reasonable time following its receipt, not to exceed 72 hours, CTT agrees to provide or otherwise make reasonably available to Track for review, to the extent they exist and are in the possession, control, or custody of CTT, any material laboratory analyses, consultant analyses, daily maintenance protocols and reports, and remediation recommendations. Any CTT employee, agent, or person CTT causes to be on the main track or training track must be licensed by the CHRB before said individual enters the main track or grass course. Additionally, said individual shall follow and comply with all applicable laws, rules, and regulations. Moreover, CTT agrees to indemnify and hold harmless Del Mar Thoroughbred Club and the 22nd District Agricultural Association., and their respective affiliates, members, partners, shareholders, officers, directors, employee, attorneys, and agents from and against any and all claims, demands, suits, losses, damages, injuries, liabilities, costs and expenses, including reasonable attorneys fee, that arises as a result of said individual being on the main track or grass course. The preceding sentence does not pertain to trainers, exercise riders, jockeys, or grooms performing their regular duties relating to training.

18. Signage & Trainer's Proprietary Rights.

a. Track agrees that should it desire to utilize the name, image, or likeness of a particular trainer for a promotional or commercial purpose, other than the promotion of live racing or simulcasting, and wagering on the outcome thereof, e.g., the sale of merchandise bearing the name or likeness of a trainer, Track shall contact the individual trainer and obtain their consent, and if necessary and appropriate, reasonably compensate said trainer or trainers for the use of such name, image, or likeness.

b. Track agrees to place a CTT sign in a reasonably prominent location, of Track's choosing after consultation with CTT, at Track.

19. Fire and Disaster Insurance.

a. Track is not responsible for the purchase of any insurance policy covering horses and/or property owned by the members of the CTT. 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 CTT 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).

b. If an insurance policy is acquired pursuant to subsection (a) above, the amount recovered by an owner under this insurance policy shall be credited as an offset to the liability of Track, if any.

20. CTT Covenants. During the Term, and as long as Track is not in violation of the terms of this Agreement or of applicable law, CTT will not instigate, promote, encourage, or engage in any boycott of any race or any individual race meet which occurs during the Term (except and in the event the track is unsafe for racing) conducted by Track while this Agreement is in force and effect.

21. Track Covenants. During the Term, and as long as CTT is not in violation of the terms of this Agreement or of applicable law, Track shall recognize CTT as the official organization representing the trainers during the Term and shall not participate in any action, claim, or proceeding seeking the de-certification of the CTT as the official and exclusive representative of California thoroughbred trainers, nor will Track engage in a lockout of CTT members.

22. Mutuality.

a. Track and CTT 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 the high standards of fairness, inclusion, communication, and honesty.

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

c. A Horsemen-Management Committee shall be created, composed of such members of the CTT as they may designate and administrative officials to be designated by Track. All matters concerning problems of the Parties in regard to conditions of the racetrack, the backside, and the health, welfare, and safety of the horses, the trainers, or their employees, and stabling and vanning, will be referred to this committee in an effort to amicably and equitably adjust and resolve any problems which may arise. The Parties herein shall prepare and agree to a monthly meeting schedule during which grievances and any other issues may be discussed and resolved. If each Party notifies the other that no issues will be agendized for the upcoming monthly meeting, the Parties may mutually cancel that monthly meeting.

d. The Parties will endeavor in good faith to discuss (whether at the monthly meetings described in subsection (c) above or otherwise) any significant changes, modifications, or improvements to the racing facilities, racing schedule, or backstretch conditions.

23. Default. The respective covenants herein contained are concurrent, and no Party who is in default of this Agreement shall have the right to enforce any covenant hereunder until said default has been cured. If any dispute shall arise hereunder which requires litigation or arbitration, the substantially prevailing party shall be entitled to its costs of suit, including reasonable attorney's fees.

24. Inconsistent Language. When the language in the Condition Book, Stall Application, Stakes Nomination Forms, proposed Stakes Book for an upcoming individual meet which occurs during the Term, 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.

25. Notice. Notices required to be given under this Assignment shall be sent by certified mail, return receipt requested, postage prepaid at the address set forth below, or by email.

If to Track:	Josh Rubinstein DMTC 2260 Jimmy Durante Blvd Del Mar, CA 92014 Josh@dmtc.com
With a copy to:	Chris Jaczko Procopio, LLP12544 High Bluff Drive, #400 San Diego, CA 92130 Chris.jaczko@procopio.co
If to CTT:	Alan F. Balch Executive Director California Thoroughbred Trainers P.O. Box 660039 Arcadia, CA 91006-0039 afbalch@gmail.com

26. Additional Terms.

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 hereto. 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. Successors and Assigns. This Agreement shall be binding on and inure to benefit of the Parties hereto and their successors and assigns.

c. 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.

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 CTT agree that copies of this Agreement sent by email (in PDF or similar format) or DocuSign (or other similar service), 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. 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 at any time during the pendency or upon termination of this Agreement, and the Parties shall not be deemed to waive or abridge any rights, claims, or privileges at any time during or after the term of this Agreement

h. No Third-Party Beneficiaries, Reliance, or Enforcement. 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 CTT. Except for Track and CTT, 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 effective as of October 19, 2022.

Del Mar Thoroughbred Club	California Thoroughbred Trainers, Inc.
By:_____	By:_____
Name: Tom Robbins	Name: Alan F. Balch
Title: Executive Vice President, Racing	Title: Executive Director
Date:_____	Date:_____

Exhibit A

Del Mar Thoroughbred Club
Terms and Conditions of Stabling and Racing
("Agreement")

PLEASE NOTE: This Agreement, as set forth below, contains among other provisions: (1) an express assumption of risk provision with respect to risk of bodily and property injury (Section 15) and (2) an individual (with waiver of class action) arbitration agreement provision (Section 24). **PLEASE READ THE ENTIRETY OF SECTIONS 15 AND 24 CAREFULLY AS THESE SECTIONS SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS.**

PLEASE NOTE: IF AWARDED STALLS, SUCH AWARD IS A REVOCABLE LICENSE THAT LIMITS THE HOLDERS' LEGAL RIGHTS.

You, trainer applicant ("Trainer"), hereby agree to each of the following terms and conditions in consideration for permission from Del Mar Thoroughbred Club("DMTC") to race and stable horses at the Del Mar during the 2022 Fall Race Meet (the "Race Meet"), and to participate in the Race Meet. The terms and conditions set forth in this Agreement are hereby incorporated into and made part of the stall application for the Race Meet (the "Stall Application") as if fully set forth in the Stall Application:

1. DMTC reserves the right, immediately, to: (a) refuse this Stall Application for stable space in whole or in part; (b) refuse to accept any entry in any race; (c) exclude/suspend Trainer from participating in racing and/or training at the Race Meet; or (d) refuse the transfer of an entry (collectively, an "Adverse Decision"); provided, however, DMTC shall make the Adverse Decision in accordance with California law.

2. If any horse is denied stable space or the privilege of registration for racing for any reason, all nomination fees and payments for eligibility to stake races that have been paid with respect to the horse shall be refunded and such sum will be deducted from the total amount subscribed for the particular race or races.

3. After Trainer's submission of the Stall Application, Trainer shall notify DMTC immediately of any change in stall requirements and, if stalls have been allocated, of any change in shipping plans.

4. Trainer acknowledges that Trainer has inspected the stalls at Del Mar and is familiar with such stalls and agrees to accept any stalls assigned to Trainer pursuant to the Stall Application. Such stalls shall be made available to Trainer in an appropriate condition for stabling.

5. Trainer agrees to vacate any stalls assigned at Del Mar, or any approved auxiliary training facility, and to remove all horses, equipment, and personnel from the premises of Del Mar, or any approved auxiliary training facility, within three (3) days after being requested by DMTC to do so; provided, however, that DMTC's decision to exercise its rights under this Section shall be made in accordance with California law.

6. Trainer represents that Trainer has read and is familiar with the Rules of Racing and Regulations of the California Horse Racing Board ("CHRB"), all conditions applicable to the Race Meet, and the rules of DMTC which shall be published from time to time in the condition book(s), and Trainer agrees to be bound by and comply with the same. All stable reservations and entries in stakes and all other races shall be subject to all conditions, rules, and regulations of the CHRB and DMTC.

7. Trainer represents that Trainer is duly authorized to represent the owners of the horses listed on the Stall Application, for all maters where Trainer is acting as an agent for such horse owners. All references herein to Trainer or to Trainer's horses, equipment, agents, or employees shall include said owners and their horses, equipment, agents, and employees when applicable.

8. Trainer shall maintain an accurate Stable Employee Registration List and shall submit a copy thereof to DMTC within five (5) days of any change to the list. Trainer shall also submit a copy to the CHRB if required by CHRB rule.

9. All disputes, claims, and objections arising out of racing, or with respect to interpretation of any CHRB rules, shall be decided by the Board of Stewards of the Race Meet or the CHRB. Subject to all legal rights including appeal, Applicant agrees to accept and abide by all decisions of such officials.

10. In all stakes, acceptances may be made only through the entry box at the usual time of closing of entries, or at other times when the conditions for the race specifically so state.

11. DMTC reserves the right to cancel any stake or other race which has not filled prior to the actual running thereof without liability to any person, except for the return of nomination and entrance fees paid. DMTC reserves the right to divide the added money for any stake which is run in more than one division.

12. Horses claimed by, transferred to, or sold to, any person or stable which is not registered, and approved, for racing at Del Mar must be removed from the grounds within twenty-four (24) hours after they are claimed, transferred, or sold unless their continued presence is approved in writing by DMTC, in its sole and absolute discretion.

13. **In no event, circumstance, or situation will DMTC be considered to have responsibility for the care, custody, control, or well-being of any horse kept at Del Mar while in assigned stalls, on any racing surface, or elsewhere on the premises**. Trainer assumes full responsibility for the safety, care, and well-being of all horses stabled by them at Del Mar, and agrees to take all reasonable measures for the protection of such horses, including

providing adequate supervision for such animals while on the premises, hiring competent personnel to take care of such animals at all times, cleaning and maintaining stalls assigned pursuant to the Stall Application, and removing any hazardous condition from such stalls which is known to Trainer or their employees, or if Trainer believes that such condition should be remedied by DMTC, promptly calling to the attention of DMTC in writing, any such hazardous condition.

14. Trainer agrees to properly supervise all of their employees, agents, invitees, and other persons known to them to be in the area assigned to them pursuant to the Stall Application, and hereby acknowledges that Trainer is responsible for the conduct of their employees, agents, and invitees. DMTC has no obligation to remedy any condition on the premises which may be caused by the negligence of, or willful conduct of, any such employees, agents, or invitees, unless it has prior written notice of the existence of such condition and has had a reasonable opportunity to repair such condition. Trainer agrees to be responsible and pay DMTC for any damage to tack rooms assigned to Trainer caused by Trainer, Trainer's employees, agents, or invitees. DMTC shall inspect the smoke detectors in the living quarters and shall make all necessary repairs. Notwithstanding the foregoing, Trainer or Trainer's employee or agent shall notify DMTC if the smoke detector's battery is low and needs to be replaced. DMTC shall be responsible for making all necessary repairs or replacements to said smoke detectors. DMTC shall inspect the sprinklers located in the stalls and shall make all necessary repairs.

15. **Assumption of Risk**.

PLEASE READ SECTION 15 CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS.

Trainer KNOWINGLY, VOLUNTARILY, and EXPRESSLY ASSUMES ALL RISKS AND DANGERS, known and unknown, associated with: (a) caring for and working with horses, (b) participating in thoroughbred horse racing at Del Mar, and (c) being in, upon, or about the premises of Del Mar (which includes, without limitation, the training track or any racing surface). **Trainer, on their behalf and on behalf of their owners, further agrees to assume full responsibility for, and risk of, bodily injury, death, or property damage for the foregoing even if such is caused in whole or in part by the sole, joint, or comparative passive, active, or affirmative negligence, or strict liability of the DMTC or otherwise and that DMTC is not liable for any injuries from such causes**.

16. **Transportation to Slaughterhouse. Trainer shall not directly or indirectly participate in the transport of any horse from Del Mar's to either a slaughterhouse or an auction house engaged in selling horses for slaughter**.

17. Trainer acknowledges that stalls occupied by horses shall not be padlocked at any time and agrees to act in conformity with this requirement. Additionally, Trainer acknowledges that tack rooms shall not be locked when occupied and agrees to act in conformity with this requirement.

18. Trainer, or one of Trainer's employees, shall have a presence in the barn at all times that there are one or more horses in the barn. DMTC may enter and search living quarters

so long as it has reasonable cause to believe that there is an activity taking place that is criminal, or a threat to the health or safety of other occupants of living quarters, or a threat to the health or safety of the horses. DMTC agrees to notify Trainer within 24 hours of any such entries.

19. In submitting this Stall Application for stalls or to otherwise participate in the Race Meet, it is understood that a background report may be made whereby information is obtained through personal interviews with third parties.

20. **Trainer acknowledges that Trainer's stable personnel are employees of Trainer, and that no employment relationship exists between such stable personnel and DMTC**. Trainer agrees that Trainer's stable personnel shall be covered under the prevailing and applicable statutory employee benefit programs such as Workers' Compensation, Disability, Unemployment, Social Security, and the like, and at Trainer's sole cost and expense—since the employees are employees of Trainer and not DMTC. Additionally, Trainer shall be responsible for complying with all OSHA regulations as they may pertain to Trainer's employees. Without limiting the generality of the preceding set forth in this Section, Trainer shall be responsible, at its sole cost and expense, for complying with all laws applicable to Trainer as the employer of Trainer's employees.

21. A public or private auction of a horse shall not be noticed, advertised, nor conducted on the premises of Del Mar unless written consent is first obtained from DMTC, which consent will not be unreasonably withheld, provided that in the sole and absolute judgment of DMTC, the seller has taken reasonable steps to ensure the safety of the public, patrons, and backside workers, the sale will not lead to the horse subsequently being sent to a slaughter house or an auction house engaged in selling horses for slaughter, and the auction does not interfere with the orderly course of racing, training, or the business of DMTC.

22. DMTC shall provide to Trainer a copy of its Emergency Action Plan.

23. If horses accepted for racing at the Race Meet are assigned to another facility (other than Del Mar), then the provisions of this Agreement shall also apply to such other facility. However, Trainer shall be responsible for receiving the emergency action plan (or similar document)—if such other facility has an emergency action plan—applicable to that other facility from such other facility. Additionally, Trainer shall be required to comply with any other rules and conditions that such facility may have.

24. **Arbitration Agreement & Class Action Waiver**.

PLEASE READ SECTION 24 CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS.

AGREEING TO ARBITRATION IS AN IMPORTANT DECISION. Arbitration will resolve disputes that would otherwise be resolved in a court of law. By agreeing to arbitrate, Trainer and DMTC are giving up their right to sue in court and are giving up their right to have a jury trial.

Trainer and DMTC agree that any disputes which are not able to be resolved informally shall be resolved in accordance with the following mandatory arbitration and class action waiver provisions ("Arbitration Agreement").

a. Arbitration. Unless otherwise prohibited by law, **TRAINER AND DMTC AGREE TO ARBITRATE ALL CLAIMS AND DISPUTES** relating in any way to: (i) the Trainer's submission of the Stall Application, (ii) any and all decisions made by DMTC regarding the Stall Application (e.g., rejecting the Stall Application in whole or in part), (iii) revocation of stalls previously assigned to Trainer, (iv) Trainer's participation in or attendance at the Race Meet, including without limitation, Trainer's exclusion from participating in the Race Meet and/or training at the Race Meet, (v) this Agreement, (vi) any and all dealings, actions, or inactions between DMTC and Trainer, (vii) any claim by either DMTC or Trainer based on contract, tort, equity, regulation, rule or statute, and (viii) the determination of the validity, interpretation, or scope of the parties' agreement to arbitrate (individually and collectively the "Arbitration Claims"), **through binding individual arbitration** (the "Arbitration"), **which precludes Trainer or DMTC, from bringing any class, collective, or representative action against DMTC or multiple trainers, as applicable**.

b. General Arbitration Provisions. The following provisions (the "General Arbitration Rules") shall apply to all Arbitrations except those Arbitration Claims set forth in Section 24(d)(iv) below:

i. Venue; Arbitrator Section Process. The Arbitration shall be heard in San Diego County by a single retired Federal or State Judge in the State of California. The same Arbitrator shall preside over the entire Arbitration. The Arbitration shall be conducted by JAMS and JAMS shall select a retired Federal or State Judge in the State of California, who has a background in complex business matters, to serve as the Arbitrator using its otherwise standard method for appointing an Arbitrator (See Rule 15 of the JAMS Rules).

ii. Arbitration Rules; Cost. All substantive and procedural matters of the Arbitration shall be in accordance with California law. The Arbitration shall be administered pursuant to JAMS' Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures (the "JAMS Rules") in those rules, except as modified by this Agreement. The costs of the Arbitration shall be paid fifty percent (50%) by DMTC, and fifty percent (50%) by Trainer, provided that each party shall bear its own attorneys' fees and expenses. If the Trainer can successfully demonstrate to the Arbitrator that Trainer is financially unable to pay the Arbitrator's fees, then DMTC shall pay such fees in their entirety, and any amount of Arbitration fees that DMTC paid on behalf of Trainer shall be repaid from any Arbitration Award awarded Trainer, if any.

iii. Arbitration Award. The Arbitrator shall have the power to award any relief that would have been available in a court of law, provided that each party shall bear their own attorney's fees and costs, and as such, the Arbitrator shall not be entitled to award attorney's fees and costs to the prevailing party unless attorney's fees and costs could be awarded by statute if the case were brought in Court as opposed to through Arbitration.

iv. Arbitrator's Decision; Appeal Procedure. The Parties will request that the Arbitrator issue a brief written statement of decision within ten (10) business days after the conclusion of the hearing; however, the Arbitrator on its own motion may take up to the 30 days to issue a decision per Rule 24 of the JAMS Rules. The Arbitrator's decision shall be final and binding and effective upon rendition; provided, however, that the Parties adopt and agree to implement the JAMS Optional Arbitration Appeal Procedure (as it exists on the effective date of this Agreement) with respect to any final award in an arbitration arising out of or related to this Agreement (the "Appeal"), provided that the Appeal Panel's standard of review on appeal is whether the Arbitrator's decision was arbitrary or capricious. The Arbitrator's decision, and if applicable the decision following the Appeal, shall be final and binding and effective upon rendition subject only to appeal (other than the JAMS Optional Arbitration Appeal Procedure) as permitted by California law of Arbitration Awards. If a Party wishes to Appeal, the Party must file the notice of appeal within fourteen (14) calendar days after the Arbitrator's decision.

v. Enforcement of Judgment. Any judgment upon any award rendered by the Arbitrator may be entered by any state or federal court having jurisdiction thereof.

vi. Confidentiality of Arbitration. Except as otherwise required by, or prohibited by, law, the parties agree that the Arbitration will be confidential, and all conduct, statements, promises, offers, views, and opinions, oral or written, made during the Arbitration by any party or a party's agent, employee, or attorney will remain confidential and, where appropriate, will be considered work product and privileged, and the existence and the results of the Arbitration will be maintained by the parties and their respective agents, employees, and attorneys as confidential at all times.

vii. Emergency Relief. Either Trainer or DMTC shall be able to seek emergency relief under the Emergency Relief Procedures provided for in the JAMS rules as of the effective date of this Agreement; provided, however, that the granting of emergency relief shall be governed consistent with the standards for granting a Temporary Restraining Order or Preliminary Injunction under *California Code of Civil Procedure* §525, et seq.

viii. Order of Precedence. This Arbitration Agreement shall take precedence over the JAMS Rules in the event of any conflict.

c. Non-Exclusion Claims. All Arbitration Claims other than those relating to: (i) Trainer's submission of the Stall Application, (ii) any and all decisions made by DMTC regarding the Stall Application, (iii) revocation of stalls previously assigned to Trainer, and (iv) Trainer's participation in or attendance at the Race Meet, including without limitation, Trainer's exclusion from participating in the Race Meet and/or training at the Race Meet (collectively, "the Exclusion Claims") shall be conducted in accordance with the General Arbitration Rules. Any Arbitration which contains both Exclusion Claims and non-Exclusion Claims shall be governed in accordance with subsection (d) below.

d. Suspension/Exclusion Claims.

i. Exclusion Claims shall fall into one of two categories, a 'Short-Term Exclusion" and a "Non-Short-Term Exclusion." A "Short-Term Exclusion" is an exclusion or limitations on training or racing at Del Mar for a number of days that is less than the full duration (or full remaining dates) of the Race Meet. A "Non-Short-Term Exclusion" is an exclusion from participating in racing in training at Del Mar which does not qualify as a "Short-Term Exclusion."

ii. For all Arbitration Claims which are Exclusion Claims (or a mix of both Exclusion Claims and non-Exclusion Claims), the Arbitration shall be conducted in accordance with the following:

A. DMTC shall have the initial burden to establish that (I) it had a rational basis to make the decision at the time when the decision was made, (II) it acted in good faith, (III) it acted on the basis of a fair and substantial reason, (IV) it did not discriminate, and (V) the Adverse Decision was not manifestly disproportionate to the grounds relied upon. Trainer may then present evidence to rebut those grounds or to support any affirmative claims.

B. CTT Participation and Attendance. If the Trainer requests, and the California Thoroughbred Trainers ("CTT") agrees, the CTT may represent Trainer in the Arbitration. If the CTT does not represent Trainer in the Arbitration Hearing, the CTT may attend the Arbitration Hearing provided that the CTT representatives that attend the hearing agree to be bound by the confidentiality provisions set forth in Section 24(b)(vi) above.

C. Attendance of Meeting and Reconsideration Meeting. Trainer shall not be entitled to file an Arbitration Claim or otherwise seek Arbitration unless the Trainer has participated in both the Meeting and Reconsideration Meeting, as those terms are defined in DMTC's Trainer Exclusion/Suspension Process, a copy of which is available in the DMTC's racing office.

iii. Non-Short-Term Exclusions. For all Non-Short-Term Exclusions, the Arbitration shall be conducted in accordance with the General Arbitration Rules except as modified by the following: The Arbitrator will commence a hearing within 180 days of Trainer's filing and receipt by JAMS of the Notice of Arbitration. The hearing will occur on consecutive days without interruption until completion, Saturdays, Sundays and Holidays excepted, and will not encompass more than five (5) full business days, unless otherwise extended by the Arbitrator based on good cause.

iv. Short-Term Exclusions. The Arbitration for Short-Term Exclusions shall be conducted as follows:

A. No Emergency Relief. If the Adverse Decision results in a Short-Term Exclusion, Trainer shall not be entitled to seek any emergency relief or provisional remedies (e.g., a Temporary Restraining Order or Preliminary Injunction) either through the Arbitrator or through filing an action in Superior Court.

B. Selection of Arbitrator. Trainer shall notify DMTC in writing that it wishes to formally challenge DMTC's Adverse Decision. Within two (2) business days of PRA's receipt of Trainer's notification, DMTC and Trainer will meet and confer to try to agree upon the appointment of an Arbitrator. If the Parties cannot agree on the Arbitrator, the Arbitrator will be appointed on the third business day by random lot, drawing from a pre-approved list of four (4) Arbitrators which had been previously selected by DMTC and the CTT.

C. Exchange of Documents; Discovery. DMTC and Trainer will exchange all relevant documents within seven (7) calendar days of the appointment of the Arbitrator. Other than this exchange of documents, no other forms of discovery will be permitted, including depositions.

D. Hearing Date. The Arbitrator will convene a hearing within ten (10) calendar days of the Arbitrator's appointment, provided, that the Arbitrator may for good cause extend the date of the hearing past ten (10) calendar days of the Arbitrator's appointment.

E. Purpose of the Hearing. The sole purpose of the hearing will be to determine whether Adverse Action was made in accordance with California law. The hearing will be informal, with each side providing a concise summary of their positions. The Arbitrator may allow brief testimony from witnesses. The hearing will occur during the course of a single business day. The Arbitrator may choose whether to issue an oral statement of decision at the end of the hearing, or instead, issue a brief written statement of decision within two (2) business days after the conclusion of the hearing. Additionally, the Arbitrator shall resolve any claim seeking a determination of the validity, interpretation, applicability, enforceability, or scope of this agreement to arbitrate

F. Arbitrator's Decision. The Arbitrator's decision shall be final and binding and effective upon rendition subject only to appeal as permitted by California law of Arbitration Awards.

G. Arbitration Award. If the Arbitrator finds that DMTC 's Adverse Decision was not made in accordance with California law, the Arbitrator may order PRA to reinstate Trainer. The Arbitrator shall not be entitled to grant any additional relief. Each party shall bear their own attorney's fees and costs, and as such, the Arbitrator shall not be entitled to award attorney's fees and costs to the prevailing party unless attorney's fees and costs could be awarded by statute if the case were brought in Court as opposed to through Arbitration.

H. Cost. The costs of the Arbitration shall be paid fifty percent (50%) by DMTC, and fifty percent (50%) by Trainer, provided that each party shall bear its own attorneys' fees and expenses. If the Trainer can successfully demonstrate to the Arbitrator that Trainer is financially unable to pay the Arbitrator's fees, then DMTC shall pay such fees in their entirety, and any amount of Arbitration fees that DMTC paid on behalf of Trainer shall be repaid from any Arbitration Award awarded Trainer, if any.

I. Enforcement of Judgment. Any judgment upon any award rendered by the Arbitrator may be entered by any state or federal court having jurisdiction thereof.

J. Confidentiality of Arbitration. Except as otherwise required by law, the parties agree that the Arbitration will be confidential, and all conduct, statements, promises, offers, views, and opinions, oral or written, made during the Arbitration by any party or a party's agent, employee, or attorney will remain confidential and, where appropriate, will be considered work product and privileged, and the existence and the results of the Arbitration will be maintained by the parties and their respective agents, employees, and attorneys as confidential at all times.

e. Class Action Waiver ("Class Action Waiver"). The Parties agree that in any Arbitration Claim to be resolved by Arbitration, neither Trainer nor DMTC will be able to participate in a class action or class arbitration. Each Party understands and agrees that by requiring each other to resolve all disputes through individual arbitration, **each Party is waiving the right to a court or jury trial**. **ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND NOT AS A CLASS ACTION, representative action, class arbitration or any similar proceeding**. The arbitrator(s) may not consolidate the claims of multiple parties unless such parties share common ownership.

f. If any term, condition, or provision of this Arbitration Agreement is held to be illegal, invalid, or unenforceable, such term, condition, or provision shall be severed from this Arbitration Agreement and the remainder of this Arbitration Agreement will not be affected by such illegality, invalidity, or unenforceability, but will continue to be valid and enforceable to the fullest extent permitted by law.

25. Additional Terms.

a. Governing 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 and any applicable federal law 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. Without limiting the effect of the Arbitration Agreement, each party hereby expressly waives any and all rights that it may have to make any objections based on jurisdiction, venue, or sufficiency of process to any Arbitration brought to enforce the terms of this Agreement, and each party hereto agrees to venue in San Diego, California.

b. Severability. If any term, condition, or provision of this Agreement is held to be illegal, invalid, or unenforceable, such term, condition, or provision shall be severed from this Agreement and the remainder of this Agreement will not be affected by such illegality, invalidity, or unenforceability, but will continue to be valid and enforceable to the fullest extent permitted by law.

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 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.

d. No Third-Party Beneficiary, Reliance, or Enforcement. The provisions of this Agreement are not intended to be for the benefit of, or enforceable by, any party other than DMTC or Trainer. Except for DMTC and Trainer, no party shall have any right to rely upon or enforce any of the terms and provisions of this Agreement.

e. Survival. In addition to any other survival clause set forth elsewhere in this Agreement, Sections 15 and 24 of this Agreement shall survive the termination of this Agreement

Exhibit B

Acknowledgments and Agreement on Back of Stall Application

1. I acknowledge that Del Mar Terms and Conditions of Stabling and Racing (the "Agreement") are available at Del Mar's racing office and available for download at *www.dmtc.com*. _____
   Initial

2. I acknowledge that I have received and fully read the Agreement. _____
   Initial

3. I understand and agree that the Agreement is incorporated into and made part of the Stall Application as if fully set forth on this Stall Application. _____
   Initial

4. I am not relying on any other document or contract at the time when I am entering into the Agreement. _____
   Initial

5. **I understand and acknowledge that that the Agreement contains an assumption of risk provision**. _____
   Initial

6. **I understand and acknowledge that the Agreement contains a mandatory arbitration provision with a class action waiver. I understand and acknowledge that the arbitration will resolve disputes that would otherwise be resolved in a court of law, and that by agreeing to arbitrate, I and DMTC are giving up our rights to sue in court and to have any potential dispute heard by a jury. I understand and agree that a single arbitrator will resolve the dispute**. _____
   Initial

7. **I acknowledge that I am not entering into a lease of space agreement but rather, if granted stalls, I will be receiving a revocable license which is subject to the terms and conditions of the Agreement**. _____
   Initial

8. In addition to all other requirements set forth elsewhere, for this Stall Application to be considered by Del Mar Thoroughbred Club, I understand and agree that I must: (a) provide the workers' compensation information requested in the space below; and (b) that I must sign and date the Stall Application—and if I submit more than one (1) Stall Application due to my submitting more horses than there is space for on the reverse side of this Stall Application, I must sign each Stall Application separately, initial each Stall Application separately and provide the workers' compensation insurance information on each separate Stall Application. _____
   Initial

I certify that I have read, understand, and voluntarily enter into this Stall Application which incorporates the Agreement as if the Agreement was fully set forth on the Stall Application.

Signature Print Name Date

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STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE DEL MAR THOROUGHBRED CLUB AT THE DEL MAR RACETRACK, COMMENCING NOVEMBER 9 THROUGH DECEMBER 6, 2022

Regular Board Meeting
October 20, 2022

Application: Del Mar Thoroughbred Club

Breeds: Thoroughbred

Board Allocated Dates: Grey/shaded **Racing Dates:** Blue/shaded, bold

November 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			

December 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

Required Information	Status	Comments	CHRB Rule/Law
Off-Site Auxiliary Stabling	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Santa Anita has a valid fire clearance through 12/10/22; Los Alamitos has a valid fire clearance through 03/08/23; San Luis Rey Downs has a valid fire clearance through 1/1/23.	Rule 1420(q)
Stabling and Vanning Agreement	☒ Accepted ☐ Follow Up Required ☐ Outstanding	2022 Southern California Stabling and Vanning Agreement received 04/18/22.	BPC 19607.1
Fire Clearance	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Fire clearance valid through 04/13/23; request for exemption from 45-day provision of Rule 1927 received 08/17/22.	Rule 1927
Backstretch Inspection	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Backstretch inspection completed on 08/31/22.	Rule 2102

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Track Safety Inspection	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Completed 09/08/22; Report received 09/08/22.	Rule 1471(g)
Inclement Weather Plan	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Consistent with CHRB guidelines – received letter of adoption on 04/14/22.	Rule 1432
Workers' Compensation Insurance	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Acord Insurance. Valid 03/31/22 - 03/31/23	Rule 1501
Horsemen's Race Meet Agreements	☐ Accepted ☐ Follow Up Required ☒ Outstanding	**Thoroughbred Owners of California** – received 08/31/22. **California Thoroughbred Trainers Association** – outstanding.	Rule 2044
Wagering Information	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 24-27, 34-39	BPC 19599
Emergency and Security	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 55-84	BPC 19481.3
Veterinary Services	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 33 & 34	Rule 1481 Rule 1840 Rule 1841
ADW Providers and Horsemen's Approvals	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 39-42	BPC 19604 19604(b)(1)(C)
Administrative Review	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Secretary of State Filing Current Financial Statements Reviewed Statistics Report Reviewed Active Licenses Verified Deposit Received Required Signatures Obtained 1581 Agreement Reviewed	Rule 1439 Rule 1470 Rule 2046 Rule 1481 BPC 19490 Rule 1433 Rule 1437 Rule 1581

RECOMMENDATION: Staff recommends approval after (1) outstanding item is addressed: horsemen's race meet agreement. The application as submitted satisfactorily meets all other requirements for licensure.

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Tom Robbins
Executive Vice President
Racing Office

April 1, 2022

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

Re: CHRB Inclement Weather Policy

Dear Executive Director Chaney:

In response to a request from the CHRB regarding the submittal of DMTC's 2022 summer race meet application, the Del Mar Thoroughbred Club agrees to adopt the Inclement Weather Policy which has been posted on the CHRB's website in regard to Racing Safety.

Thank you for your consideration and assistance in regards to Del Mar's summer race meet application.

Very truly yours,

Tom Robbins,
Executive VP Racing

cc: Amanda Drummond-CHRB
Rick Pimentel-CHRB
Josh Rubinstein, Del Mar

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Tom Robbins
Executive Vice President
Racing Office

August 23, 2022

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

Re: CHRB Concussion Protocols

Dear Executive Director Chaney:

In response to a request from the CHRB regarding the submittal of DMTC's 2022 fall race meet application, the Del Mar Thoroughbred Club agrees to adopt the CHRB Concussion Protocols which has been posted on the CHRB's website in regard to Racing Safety.

Thank you for your consideration and assistance in regards to Del Mar's summer race meet application.

Very truly yours,

Tom Robbins,
Executive VP Racing

cc: Amanda Drummond, CHRB
Nicole Lopes-Gravely, CHRB
Josh Rubinstein, DMTC

STATE OF CALIFORNIA
CALIFORNIA HORSE RACING BOARD
APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING
CHRB-17 (Rev 7/21)

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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 association's contact person: Del Mar Thoroughbred Club, PO Box 700, Del Mar, CA 92014 - Phone 858-755-1141 - Josh Rubinstein, President - josh@dmtc.com

B. Breed of horse: Thoroughbred ☒ Quarter Horse ☐ Harness ☐

C. Racetrack name: Del Mar Thoroughbred Club (DMTC)

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

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, that 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, that 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 ninety (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: November 9, 2022 through December 6, 2022

B. Actual dates racing will be held: November 11, 2022 through December 4, 2022

C. Total number of days or nights of racing: 13

D. Days or nights of the week races will be held:
Wednesday – Sunday ☐ Tuesday – Saturday ☐ Other (specify) ☒

E. Number of days or nights of racing per week: (3) days Fri-Sun with the exception of Thanksgiving Week (4) days Thurs-Sun

CHRB CERTIFICATION

Application received: 8/11/22 **Hearing date: 9/15/22**
Deposit received: On file **\Approved date:**
Reviewed: NLG **License number:**

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3. RACING PROGRAM

A. Total number of races: 113

B. Number of races for each day or night: (8) on Weekdays, exception (9) on Friday 11/25 - (9) on Weekends

C. Total number of stakes races: (13) Regular Stakes - (2) Overnight Stakes

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.

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). Our fall stakes schedule varies depending on whether Santa Anita or Del Mar are the hosts of Breeders' Cup. This year Santa Anita is the host. Our schedule reflects the specific stakes that we would run under that condition and timeframe. We are planning to add a new stakes, $100,000 Guaranteed, three-year-olds and upward, at five furlongs (turf), STORMY LIBERAL, to be run Saturday, December 3. We are proposing to increase the values of two Grade III stakes, RED CARPET and NATIVE DIVER, as noted on our submitted 2022 Del Mar Fall Stakes (Tentative) schedule - ATTACHED EXHIBIT 1

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. See above 3.D.2 ANSWER regarding Breeders' Cup hosting and the stakes, as reflected in our 2022 Submitted 2022 Del Mar Fall Stakes (Tentative) ATTACHED EXHIBIT 1

E. Will provisions be made for owners and trainers to use their own registered colors?
Yes ☒ No ☐
If no, which racing colors are to be used?

F. List all post times for the daily racing program. 12:30 pm, exception 11:00 am on Thanksgiving 11/24 ATTACHED EXHIBIT 2

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)

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2022 DEL MAR FALL STAKES Tentative

CLOSE DATE	RUN DATE	RACE	AGE	DISTANCE	2022 VALUE
27-Oct	12-Nov	Let it Ride Stakes N/W S/S of $60,000 at 1M o/o since April 1	3 YO	1 mile Turf	$75,000
27-Oct	12-Nov	Kathryn Crosby Stakes N/W S/S of $60,000 at 1M o/o since April 1	3 YO	1 mile Turf	$75,000
27-Oct	13-Nov	Betty Grable Stakes	F/M 3 & up (CA)	7 furlongs	$100,000
3-Nov	19-Nov	Desi Arnaz Stakes	F, 2 YO	7 furlongs	$100,000
3-Nov	19-Nov	Cary Grant Stakes	3 & up (CA)	7 furlongs	$100,000
3-Nov	20-Nov	Bob Hope Stakes- Grade III	2 YO	7 furlongs	$100,000
3-Nov	24-Nov	Red Carpet Stakes- Grade III	F/M 3 & up	1 3/8 miles Turf	$150,000
17-Nov	25-Nov	Hollywood Turf Cup - Grade II	3 & up	1 1/2 miles Turf	$250,000
17-Nov	26-Nov	Seabiscuit Handicap - Grade II	3 & up	1 1/6 miles Turf	$250,000
17-Nov	27-Nov	Native Diver Stakes- Grade III	3 & up	1 1/8 miles	$150,000
24-Nov	3-Dec	Jimmy Durante Stakes - Grade III	F, 2 YO	1 mile Turf	$100,000
24-Nov	3-Dec	Hollywood Derby - Grade I	3 YO	1 1/8 miles Turf	$400,000
24-Nov	3-Dec	Stormy Liberal Stakes	3 & up	5 furlongs Turf	$100,000
24-Nov	4-Dec	Cecil B. DeMille Stakes - Grade III	2 YO	1 mile Turf	$100,000
24-Nov	4-Dec	Matriarch Stakes - Grade I	F/M 3 & up	1 mile Turf	$400,000

EXHIBIT 1A - STAKES RACES PAST TWO RACE MEETS

DMTC 13-DAY FALL MEET RACES

RUN DATE	RACE	AGE	2022 PURSE	2021 PURSE	2020 PURSE	2019 PURSE	DISTANCE
	Seashell Stakes	F/M 3 & up		$100,000			1 mile
12-Nov	Let it Ride Stakes (o/s)	3 YO	$75,000	$100,000	$75,000	$75,000	1 mile Turf
12-Nov	Kathryn Crosby Stakes	3 YO	$75,000				
13-Nov	Betty Grable Stakes	F/M 3 & up (CA-Bred)	$100,000	$100,000	$100,000	$100,000	7 furlongs
19-Nov	Desi Arnaz Stakes	F, 2 YO	$100,000	$100,000	$100,000	$100,000	7 furlongs
19-Nov	Cary Grant Stakes	3 & up (CA-Bred)	$100,000	$100,000	$100,000	$100,000	7 furlongs
20-Nov	Bob Hope Stakes-Grade III	2 YO	$100,000	$100,000	$100,000	$100,000	7 furlongs
24-Nov	Red Carpet Stakes-Grade III	F/M 3 & up	$150,000	$100,000	$100,000	$100,000	1 3/8 miles Turf
25-Nov	Hollywood Turf Cup-Grade II	3 & up	$250,000	$250,000	$200,000	$200,000	1 1/2 miles Turf
26-Nov	Seabiscuit Handicap-Grade II	3 & up	$250,000	$250,000	$200,000	$200,000	1 1/16 miles Turf
27-Nov	Native Diver Stakes- Grade III	3 & up	$150,000	$100,000	$100,000	$100,000	1 1/8 miles
3-Dec	Jimmy Durante Stakes-Grade III	F, 2 YO	$100,000	$100,000	$100,000	$100,000	1 mile Turf
3-Dec	Hollywood Derby-Grade I	3 YO	$400,000	$400,000	$250,000	$300,000	1 1/8 miles Turf
3-Dec	Stormy Liberal Stakes	3 & up	$100,000				
4-Dec	Cecil B. DeMille Stakes-Grade III	2 YO	$100,000	$100,000	$100,000	$100,000	1 mile Turf
4-Dec	Matriarch Stakes	F/M 3 & up	$400,000	$400,000	$300,000	$300,000	1 mile Turf

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EXHIBIT 2

POST TIMES FOR PROPOSED DAILY RACING PROGRAM

2022 – FALL MEET

NOVEMBER 11th TO DECEMBER 4TH

RACE	ALL DAYS (EXCEPT 11/24/22)	THURS. 11/24/22
1st	12:30 p.m.	11:00 a.m.
2nd	1:00 p.m.	11:30 a.m.
3rd	1:30 p.m.	12:00 p.m.
4th	2:00 p.m.	12:30 p.m.
5th	2:30 p.m.	1:00 p.m.
6th	3:00 p.m.	1:30 p.m.
7th	3:30 p.m.	2:00 p.m.
8th	4:00 p.m.	2:30 p.m.
9th	4:30 p.m.	

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☐ Other (specify, and complete subsection E)

B. Complete the applicable subsection and attached Addendum, Background Information and Ownership.

C. CORPORATION

1. Registered name of the corporation: Del Mar Thoroughbred Club
2. State where incorporated: California
3. Registry or file number for the corporation: 559096
4. Names of all officers and directors, titles, and the number of shares of the corporation held by each: David H. Batchelder, Chairman of the Board (1), Joseph W. Harper, Director & CEO (1), Rollin W. Baugh, Director (1), James R. Buell, Director (1), Bo Derek, Director (1), Kosta Hronis, Director (1), Warner Lusardi, Director (1), Marie G. Moretti, Director (1), Jim Rome, Director (1), Martin J. Wygod, Director (1), Josh Rubinstein, President & Chief Operating Officer (0), Michael R. Ernst, Executive VP, Finance CFO (0), Thomas S. Robbins, Executive VP Racing (0), Lynn Wright, Senior VP and Controller (0), Ann Hall, Senior VP, Operations & Administration (0), Sue Walls, VP Facilities (0), David Jerkens, VP Racing Secretary (0), Kim Jacobson, VP Risk Management (0), Walker McBride, VP Business Development & Production (0)
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: None
6. Number of outstanding shares in the corporation: 10
7. Are the shares listed for public trading? Yes ☐ No ☒
   If yes, on which 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: Michael R. Ernst
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.
   None
   a. Is parent and/or paired corporation or entity a publicly traded or privately held company that guarantees the obligation of the applicant? Yes ☐ No ☒
      If no, proceed to section F. If yes, answer questions 10 through 17, below.
10. Registered name of the corporation: NA
11. State where incorporated: NA
12. Registry or file number for the corporation: NA
13. Names of all officers and directors, titles, and the number of shares of the corporation held by each: NA
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: NA
15. Number of outstanding shares in the corporation: NA
16. Are the shares listed for public trading? Yes ☐ No ☐
    If yes, on which exchange and how is the stock listed? NA
17. Name of the custodian of the list of shareholders and/or the transfer agent for the share holdings of the corporation: NA

D. LLC

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1. Registered name of the LLC:
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 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 which 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 publicly traded or privately held company that guarantees the obligation of the applicant? Yes ☐ No ☐
      If no, proceed to section F. If yes, answer questions 7 through 12, below.
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

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 the following:

   - 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 (2) years' race meetings and Profit and Loss statement for projected year race meeting.
   - Statement of Changes in Equity—to include the changes of the applicant's 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 twelve (12) months to shareholders in the corporation and/or the Securities and Exchange Commission and/or the California Corporations Commission.

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***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: Josh Rubinstein, President & COO - Michael R. Ernst, Executive VP, Finance and Administration/CFO - Thomas S. Robbins, Executive VP Racing & Industry Relations - Ann Hall, Sr. VP, Operations & Administration - Lynn Wright, Sr. VP and Controller - Sue Walls, VP Facilities - David Jerkens, VP Racing, Racing Secretary - Kim Jacobson, VP Risk Management - Walker McBride, VP Business Development & Production - Mac McBride, Director of Media - Erin Bailey, Director of Marketing - Cathy Arneel, Director of Group Sales - Paul Porter, Director of Simulcasting - William D. Navarro, Director of Mutuels - Nancy Bonforte, Director of Turf Club, Trevor Denman, Public Address Announcer - Dennis Moore, Director of Track Maintenance - John Beggin, Turf Course/Grounds Superintendent - Chris Bahr, Director of Events and Promotions - Ken West, Director of Plant and Purchasing, Bill Donahue, Director of Security
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): Josh Rubinstein, President - PO Box 700, Del Mar, CA 92014 - josh@dmtc.com

5. TAKE OUT PERCENTAGE

A. 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?

Yes ☒ No ☐

If no, proceed to subsection 6. If yes, identify the wager and the proposed takeout percentage.
Wager(s) to be adjusted: .50 CENT pnp / Players Pick Five Wager - 14%
Proposed percentage: $2 Rolling Daily Duble - 20 %

1. 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.

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 ten (10) percent nor more than twenty-five (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

A. Complete the table below, providing the last five (5) 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
SEE ATTACHED		

TOC
Thoroughbred Owners of California
Serving the California Thoroughbred Racehorse Owner

August 8, 2022

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

RE: Del Mar Thoroughbred Club 2022 Fall Race Meet – Rolling Doubles Wager

Dear Scott,

Del Mar Thoroughbred Club (DMTC) 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 2022 Fall meet, November 9 – December 6, 2022. The TOC agrees to such a wager based upon the same terms and conditions as it was offered at Del Mar's previous meet.

Please feel free to contact me with any questions.

Sincerely,

Jordyn Egan

Jordyn B. Egan
Executive Director

cc: Josh Rubinstein
Lucy Myers

285 W. HUNTINGTON DR., ARCADIA, CA 91007 (626) 574-6620

CHAIRMAN: GARY FENTON
EXECUTIVE DIRECTOR: JORDYN EGAN
NORTHERN CA DIRECTOR OF OPERATIONS: WAYNE ATWELL
DIRECTOR OF OFFICE OPERATIONS AND MEMBER SERVICES: ELSA PERON

TOC
Thoroughbred Owners of California
Serving the California Thoroughbred Racehorse Owner

August 8, 2022

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

RE: Del Mar Thoroughbred Club 2022 Fall Race Meet – Players Pick 5 Wager

Dear Scott,

Del Mar Thoroughbred Club (DMTC) has contacted the Thoroughbred Owners of California ("TOC") regarding the conducting of the "Players Pick-5" wager on the first five (5) races of the day, subject to a 14% takeout, on each racing day of its 2022 Fall meet, November 9 – December 6, 2022. The TOC agrees to such a wager based upon the same terms and conditions as it was offered at Del Mar's previous meet.

Please feel free to contact me with any questions.

Sincerely,

Jordyn Egan

Jordyn B. Egan
Executive Director

cc: Josh Rubinstein
Lucy Myers

285 W. HUNTINGTON DR., ARCADIA, CA 91007 (626) 574-6620

CHAIRMAN: GARY FENTON
EXECUTIVE DIRECTOR: JORDYN EGAN
NORTHERN CA DIRECTOR OF OPERATIONS: WAYNE ATWELL
DIRECTOR OF OFFICE OPERATIONS & MEMBER SERVICES: ELSA PERON

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DEL MAR
THOROUGHBRED CLUB

Josh Rubinstein
President & COO

August 8, 2022

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

Dear Executive Director Chaney,

Pursuant to California Business and Professions Code Section 19601.01, Del Mar Thoroughbred Club ("DMTC"), after consultation with the Thoroughbred Owners of California (TOC), is hereby requesting takeout as set forth below to be offered during DMTC's 2022 Fall Season, November 11th – December 4th.

- **Players Pick 5 and Rolling Doubles**
- **Proposed Percentage:** **14% takeout (Pick Five)**
  20% takeout (Rolling Doubles)

For reference, the Players Pick Five Wager and Rolling Doubles are noted on DMTC's license application in Section 5(1).

Please contact me directly if you have any questions.

Regards,

Josh Rubinstein,
President and COO

cc: Joe Harper, DMTC
Mike Ernst, DMTC
Jordyn Egan, TOC
Amanda Drummond, CHRB

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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. NA

2.

Year (Fall Meet)	On-Track Handle	Off-Track Handle		On-Track Attendance	Off-Track Attendance
2017 – 14 day meet	10,422,918	143,646,792		77,218	89,755
2018 – 16 day meet	9,914,887	155,977,465		73,914	94,109
2019 – 13 day meet	7,995,438	139,315,543		60,146	88,321
2020 – 15 day meet	1,680,747	194,583,337		1,934	38,988
2021 – 13 day meet	7,974,556	164,336,785		44,409	55,468

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

A. Purse distribution:

1. All races other than stakes:
   Current meet estimate: 13 Race Days 5,639,500
   Prior meet actual: 13 Race Days 5,553,916-includes amounts generated from 2021 Breeders' Cup

   Average Daily Purse (7A1 ÷ number of days):
   Current meet estimate: 433,808
   Prior meet actual: 427,224

2. Overnight stakes:
   Current meet estimate: 150,000
   Prior meet actual: 200,000

   Average Daily Purse (7A2 ÷ number of days):
   Current meet estimate: 11,538
   Prior meet actual: 15,385

3. Non-overnight stakes:
   Current meet estimate: 1,950,000
   Prior meet actual: 1,767,800

   Average Daily Purse (7A3 ÷ number of days):
   Current meet estimate: 150,000
   Prior meet actual: 135,985

4. Total Purses: (7A1 + 7A2 + 7A3)
   Current meet estimate: 7,739,500
   Prior meet actual: 7,521,716

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: 10.0%
   Prior meet actual: 10.06%

   Average Daily Purse (7B1 ÷ number of days):
   Current meet estimate: 0.77%
   Prior meet actual: 0.77%

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

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Current meet estimate: 555,143
Prior meet actual: 753,625-includes amounts generated from 2021 Breeders' Cup

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

Recognized Horsemen's Organization Current meet estimate:	Prior meet actual:
Total:	Total:

E. Amount from all sources to be distributed in the form of purses or other benefits to horsemen (7A + 7C + 7D):
Current meet estimate: 8,445,009
Prior meet actual: 8,645,328

Average Daily Purse (7E ÷ number of days):
Current meet estimate: 649,616
Prior meet actual: 665,025

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: 3,564,431
Prior meet actual: 3,961,999

Average Daily Purse (7F ÷ number of days):
Current meet estimate: 274,187
Prior meet actual: 304,769

G. Purse funds to be generated from interstate handle:
Current meet estimate: 3,108,961
Prior meet actual: 2,902,331

Average Daily Purse (7G ÷ number of days):
Current meet estimate: 239,151
Prior meet actual: 223,256

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, Inc., 10722 Arrow Route, Ste 110, Rancho Cucamonga, CA 91730 - (909) 944-6465

NOTICE TO APPLICANT: All funds generated and retained from on-track pari-mutuel handle that 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 three (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 that are obligated by law for distribution in the form of purses

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

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

	Current meet estimate:	Prior meet actual: **(a)**
TOC Administration	**60,146**	**147,995**
CTT Administration	**30,073**	**73,997**
CTT Backstretch Pension	**60,146**	**147,995**
Total	**150,365**	**369,987**

(a) Includes amounts generated from 2021 Breeders' Cup

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and breeders' awards shall also be deposited within three 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 that results in a balance remaining in the Paymaster of Purses' account at the conclusion of the meeting after distribution of amounts due to horsemen, 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: 700

B. Minimum number of stalls believed necessary for the meeting: 700

C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers: 3,245

D. Name and location of each off-site auxiliary stabling area and the number of stalls to be maintained at each site: Santa Anita 1,900 - Los Alamitos 850 - San Luis Rey Downs 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.

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): 2,100 (Note: as of 2015 total number 2,000)

G. State estimated cost to provide off-site stalls for this meeting. Show cost per day per stall. $1,290,000 - $14.33 cost per day per stall

H. State estimated cost to provide vanning from off-site stalls for this meeting. Show fees to be paid for vanning per-horse. Estimated vanning cost: $147,333 - Vanning per horse: Santa Anita $250 - Los Alamitos $265 - San Luis Rey Downs $150

9. EQUINE EMERGENCY SERVICES

A. Name and emergency telephone number of the racing veterinarian on-site during training hours, workouts, and racing for the association and auxiliary sites: There is a rotation of private veterinarians onsite during all training and racing hours. Names and emergency telephone numbers placed ON FILE with the CHRB. Contact Tom Robbins, Executive VP Racing, (858) 755-1141 ext. 3804, who is responsible for contacting veterinarian.

1. Attach a schedule listing the dates and times that the racing veterinarian will be available on-site during training hours, workouts, and racing for the association and auxiliary sites.

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9. EQUINE EMERGENCY SERVICES

A.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.

11.6.22–12.7.22 Del Mar Race Track (Association) Training and Racing 4:30am – 10:30am

Prior to Opening Day and once the main track opens for training (11/6/22), DMTC will have a veterinarian present during training hours to respond to any needs. As more horses arrive after opening day, private practitioners for each trainer will be present. These veterinarians are present during training hours and available to treat their patients should the need arise. In addition, DMTC will have a monitoring veterinarian present during training hours to respond to any injuries on the track. We have submitted a more detailed Horse/Rider Down On-Track/Emergency Response Protocol, which is to be placed ON FILE as part of Section 16 Emergency Services.

DMTC will provide a list of all on-site trainers, along with their private practitioners and contact numbers, to the Stable Office, Main Stable Gate, Clockers and Outriders. ON-FILE is a list of veterinarians at DMTC's two authorized training facilities, Los Alamitos and San Luis Rey Downs. In addition, the list of DMTC regulatory veterinarians, along with their contact information, has been submitted to be placed ON-FILE. The regulatory veterinarians are present for much of the morning training hours as they perform the soundness exams in the morning hours, as well as being present to monitor the afternoon racing programs.

Year Round Los Alamitos Race Course (Auxiliary) Training 5:30 am – 10:30 am

Los Alamitos Race Course has private practitioners present during its training hours. Veterinarians contact numbers ON FILE.

Year Round San Luis Rey Downs (Auxiliary) Training 5:30 am – 10:30 am

San Luis Rey Downs has veterinarians that are present during training hours. Contact numbers ON FILE.

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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 (ARCI) 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; ARCI #VE
Race #1	SEE ATTACHED	
Race #2		
Race #3		
Race #4		
Race #5		
Race #6		
Race #7		
Race #8		
Race #9		
Race #10		
Race #11		
Race #12		
Race #13		

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. None

C. Maximum carryover pool to be allowed to accumulate before its distribution **OR** the date(s) designated for distribution of the carryover pool: Closing Day 12/4/22

D. List any options requested with regard to exotic wagering. None

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. 9:00 am - 11:00 am - November 11th through December 4th, every racing day

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: Totalisator Central System - American Totalisator, Inc. (AmTote), Primary system at ViaWest Data Center located in Portland Oregon. AmTote Representative: Bob Sloan (1-443-798-0878) bob.sloan@amtote.com - Contract Expiration Date: Automatic Contract Extension to 6/30/25, as stipulated in original contract. Terminals - F3000e-Convertible teller and self-service unit; IP based, touch screen and keyboard operated. V3000e-Self Service terminals, touch screen, bill accepting, ticket in/out. AWSST-Account wagering self-service unit. Touch screen account

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DEL MAR
THOROUGHBRED CLUB

Josh Rubinstein
President & COO

August 28, 2022

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

Executive Director Chaney,

This letter is in regards to Del Mar Thoroughbred Club's ("DMTC") "Application for License to Conduct a Horse Racing Meeting" for the time period of November 9, 2022 through December 6, 2022 (the "Race Meet Application").

As specified in the Race Meet Application, DMTC 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), DMTC is required to identify which definition under ARCI 004-105(G)(16)(b) DMTC will use to identify a unique ticket. DMTC requests that a combination of the two definitions to define unique be used. Specifically, DMTC 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

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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."

DMTC 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."

DMTC 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, DMTC 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 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.

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

Sincerely,



Josh Rubinstein
President & COO
Del Mar Thoroughbred Club

Del Mar Thoroughbred Club Wagering Menu and Information (FALL)

	W/P/S	Parlay	Quinella	Exacta	Trifecta	Superfecta	DD	Pick 3	PPN	E PNP 4	L PNP 4	E PNP 5	L PNP 5	PNP 6	Pentafecta
1	X	X	X	X	X	X	X	X	X			X			
2	X	X	X	X	X	X	X	X	X	X					
3	X	X	X	X	X	X	X	X	X					*	
4	X	X	X	X	X	X	X	X	X				*	*	
5	X	X	X	X	X	X	X	X	X		*		*		
6	X	X	X	X	X	X	X	X	X		*				
7	X	X	X	X	X	X	X	*	X						
8	X	*	X	X	X	X	*		X						X
9	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, Show parlay is available on every eligible race. The wager must combine at least two but not more than six races.
Quinella	CHRB 1958	22.68%	$2 Quinella on all eligible 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 Rolling Daily Double.
Pick 3	CHRB 1977	23.68%	$.50 Rolling Pick 3 on all eligible races
PPN (Place Pick All)	CHRB 1976.8	23.68%	$1 Place Pick All.
PNP4 (Early Pick 4)	CHRB 1976.9	23.68%	$.50 Pick 4 on races 2-5; No consolation; 100% payout; Alternate runner provision.
PNP4 (Late Pick 4)	CHRB 1976.9	23.68%	$.50 Pick 4 on 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)[1] ; ARCI 004-105(G)(16)(b)(i)[2]	23.68%	$.20 Pick 6 on the last six live 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%	$.50 Super High 5 on last race of the day; 100% payout on all tickets selecting five winners; No consolation; 100% carryover to next race day SH5 if applicable.

[1] 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.
[2] Only if the request made in the letter dated August 28, 2022 is denied.

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based terminal.

G. List below the takeout percentage for each type of wager identified in 10.A.

	TAKEOUT PERCENTAGE (Example) PNP5-14%
Race #1	ATTACHED 10.G
Race #2	
Race #3	
Race #4	
Race #5	
Race #6	
Race #7	
Race #8	
Race #9	
Race #10	
Race #11	
Race #12	
Race #13	

11. ADVANCE DEPOSIT WAGERING (ADW)

A. Identify the ADW provider(s) to be used by the association for this race meeting. DMTC, in cooperation with Thoroughbred Owners of California and via Monarch Content Management, LLC, has signed agreements in place with the following Advance Deposit Wagering (ADW) companies to conduct Internet and telephone wagering from California residents: TVG, Xpress-Bet, Watch & Wager, Twin Spires, Bet America, NYRA Bets CA. In addition, several other ADW companies (complete list on file) have access to Del Mar's content for Internet wagering in states for which ADW is approved by law.

B. Attach a copy of the agreement/contract with each ADW provider to be used for this race meeting.

C. Have the agreements/contracts 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. EXHIBIT 4

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: Southern California Off Track Wagering, Inc. "SCOTWINC"

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

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10. PARI-MUTUEL WAGERING PROGRAM - ATTACHMENT

G. List below the takeout percentage for each type of wager identified in 10.A.:

TAKEOUT PERCENTAGE
(Example) PNP5-14%

TAKE OUT PERCENTAGE

14.00 %	**Early PNP5**
15.43 %	**W/P/S; Parlay**
20.00 %	**DD**
22.68 %	**E; Q**
23.68 %	**TRI; SF; PK3; PNP6; SuperH5; PPN; PNP4, Late PNP5**

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TOC
Thoroughbred Owners of California
Serving the California Thoroughbred Racehorse Owner

August 8, 2022

Mr. Josh Rubinstein
Del Mar Thoroughbred Club
2260 Jimmy Durante Blvd.
Del Mar, CA 92014

RE: 2022 DMTC Fall Race Meeting ADW Approvals

Pursuant to the Interstate Horseracing Act and applicable California law, the Thoroughbred Owners of California (TOC) agrees to the use of Del Mar Thoroughbred Club (DMTC) race signals under the terms and conditions set forth below.

Pursuant to Section XXIX, Intrastate Advance Deposit Wagering ("ADW") of the Race Meet Agreement between TOC and DMTC, and the Geo-Location Agreement (Exhibit A) between TOC and each ADW provider, DMTC shall be permitted to transmit race signal to California-licensed ADW providers TVG, XpressBet, TwinSpires, NYRA, BetAmerica, Watch and Wager, and Game Play Network to accept wagers on DMTC and other Thoroughbred races during the 2022 Fall race meeting, November 9 – December 6, 2022, as follows:

1. **California wagering on DMTC races:**
   a. TVG, XpressBet, TwinSpires, and NYRA may deduct a Hub Fee of 5.0% 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 4.2% 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 and Game Play Network may deduct a Hub Fee of 4.1% 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, Watch and Wager, and Game Play Network may deduct a Hub Fee of 1.5% 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, TwinSpires, and NYRA may deduct a Hub Fee of 5.0% 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 4.2% 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 and Game Play Network may deduct a Hub Fee of 4.1% 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, Watch and Wager, and Game Play Network may deduct a Hub Fee of 1.5% 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 DMTC races:**
   a. TVG, XpressBet, TwinSpires and NYRA shall pay a Host Fee of no less than 8.5% of gross out-of-state handle wagered by out-of-state account holders, plus a 1.25% California Purse Fee per SB 1072.
   b. BetAmerica, Watch and Wager, and Game Play Network shall pay a Host Fee of no less than 60% of takeout (which includes a 1.25% 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, Game Play Network, and Watch and Wager.

Sincerely,

Jordyn Egan

Jordyn B. Egan
Executive Director

cc: Lucy Myers

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access to its totalizator for the purpose of combining on-track and off-track pari-mutuel pools.

C. California simulcast facilities the association proposes to offer its live audiovisual signal: EXHIBIT 5

D. Out-of-state wagering systems the association proposes to offer its live audiovisual signal: EXHIBIT 6

E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the association: EXHIBIT 7

F. California minisatellite wagering facilities the association proposes to offer its live audiovisual signal: EXHIIT 8

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 indicate whether a full card will be accepted. If the full card will not be imported, state "selected feature and/or stakes races".

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 that 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 fifty (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
N/A		

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 indicate 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
N/A		

I. For **STANDARDBRED** 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 indicate whether 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
N/A		

J. For **ALL** racing associations, list imported simulcast races the association plans to receive that use breeds other than the breed of the majority of horses racing at its live horse racing meeting. Include

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EXHIBIT 5
(If applicable)

Satellites

Alameda County Fair, Pleasanton
Antelope Valley Fair, Lancaster
Big Fresno Fair, Fresno
Cabazon Fantasy Springs Casino, Indio
California State Fair & Expo, Sacramento
Fairplex Park @ Barretts, Pomona
Golden Gate Fields, Albany
Hollywood Park Casino, Inglewood
Humboldt County Fair, Ferndale
Los Alamitos Racecourse, Los Alamitos
Monterey County Fair, Monterey
National Orange Show, San Bernardino
Pechanga Resort Casino, Temecula (Temporarily Closed)
San Bernardino County Fair, Victorville
San Joaquin County Fair, Stockton
San Mateo Event Center, San Mateo
Santa Anita Park, Arcadia
Santa Clara County Fair, San Jose
Solano County Fair, Vallejo
Sonoma County Fair, Santa Rosa
Sports Pavilion, the Farmers Fair, Lake Perris
Ventura County Fair, Ventura
Viejas Casino & Turf Club, Alpine

EXHIBIT 6
(If applicable)

AmWest Entertainment, KY
Arapahoe Park, Colorado
Arima Race Course, Trinidad
Arizona Downs, Arizona
Assiniboia Downs, Canada
Atlantis Resort and Casino, Bahamas
Bangor Raceway, Maine
Barrie Raceway, Ontario
Batavia Downs, New York
Beau Rivage, Mississippi
Belterra Race Course, OH
Bet America, LLC, North Dakota
Bet Fair Games Limited, UK
Bettor Racing OTB, South Dakota
Birmingham Race Course, Alabama
Bordertown OTB, Oklahoma
Borgata Casino, New Jersey
Buffalo Trotting Association, New York
Bwin International, Ltd.
Caliente (MIR), Mexico
Camarero, Puerto Rico
Canterbury Park, Minnesota
Capital District OTB, New York
Catskill Regional OTB, New York
Caymanas Race Track, Jamaica
Century Downs, Alberta, Canada
Century Miles, Alberta, Canada
Charles Town Races, West Virginia
Chester Downs - Pennsylvania
Churchill Downs, Kentucky
Clinton Teletheatre, Canada
Codere, Mexico
Codere, Spain
Columbus Raceway, Nebraska
Connecticut OTB, Connecticut
Corpus Christi Greyhound, Texas
Coushatta Casino Resort, Louisiana
Dayton Raceway, OH
Divi Carina Bay Casino, Louisiana
Delaware Park, Delaware
Delta Downs, Louisiana
Dover Downs, Delaware
Downs at Albuquerque, New Mexico
Ebet Online, Oregon
Egg Harbor Turf Club, New Jersey
Elite Turf Club, Curacao
Ellis Park, Kentucky
Elmira Raceway, Ontario
Equilottery, Kentucky
Equus St. Thomas, St. Thomas
Emerald Downs, Washington
Euro Offtrack, Isle of Man
Evangeline Downs, Louisiana
Evansville/Clarksville OTB, Indiana
Fairgrounds ADW, Louisiana
Fairgrounds Racecourse, Louisiana
Fair Meadows, Texas
Favorites at Gloucester, New Jersey
Favorites at Vineland, New Jersey
Finger Lakes Bets, NY
Finger Lakes Race Track, New York
Flamboro Downs, Ontario
Fonner Park, Nebraska
Fort Erie Racetrack, Canada
Foxwoods Casino, Connecticut
Fraser Downs, British Columbia
Freehold Raceway, New Jersey
Gillespie County Downs, Texas
Global Wagering Group, Germany
Global Wagering Solutions, Germany
Grand River, Canada
Grants Pass Downs, Oregon
Greentrack, Alabama
Greyhounds at Post Falls, Idaho
Gulf Greyhound, Texas
Gulfstream Park, Florida
Harrington Bets, Delaware
Harrington Raceway, Delaware
Hastings Park, Canada
Hawthorne ADW, Illinois
Hawthorne Race Course, Illinois
Hiawatha Downs, Ontario
Hipica de Panama, Panama
Hipodromo Camarero, Puerto Rico
Hipodromo Montericco, Peru
Ho-Chuck Casino, Connecticut
Hodge OTB, Connecticut
Hoosier Park, Indiana
Horsemen's Park, Nebraska
Horseshoe Council Bluffs, Iowa
Idaho Fall OTB, Idaho
Idabet, Iowa

EXHIBIT 6
(If applicable)

Indiana Downs, Indiana
Inverness Raceway, Canada
Iowa Greyhounds, Iowa
Intermountain Racing, Idaho
John Martins Manor, Maine
Kawartha Downs, Ontario
Keeneland, Kentucky
Keeneland Select ADW. Kentucky
Kentucky Downs, Kentucky
Kentucky OTB, Kentucky
Las Vegas Dissemination Company, Nevada
Lewiston OTB, Maine
Lien Games, North Dakota
Lincoln Greyhound Park, Rhode Island
Lone Star Race Park, Texas
Louisiana Downs, Louisiana
Magna Bet, Austria
Mahoning Valley Race Course, OH
Maronas Race Track, Uruguay
Marquis Downs, Saskatchewan
Maryland Jockey Club, Maryland
Maywood Park, Illinois
Meadowlands, New Jersey
Meskwaki Casino, Oklahoma
Miami Valley Gaming, Ohio
Millennium Racing, Trinidad
Mobile Greyhound Park, Alabama
Mohegan Sun, Pennsylvania
Mohawk Harness, Ontario
Monmouth Park, New Jersey
Montana OTB, Montana
Montericco Simulcasting, Peru
Monticello Raceway, NY
Mountaineer Park, West Virginia
Nassau Regional OTB, New York
Nebraska State Fair Park, Nebraska
Nevada Dissemination Services, Nevada
Nevada Pari-Mutuel Association, Nevada
New Jersey Mobile, New Jersey
New Palace Casino, Mississippi
New Zealand Racing Board, NZ
NYRA, New York
NYRA Bets, Oregon
NYRA Bets, Illinois
NYRA Bets, New York
Newport Jai-Alai, Rhode Island
Northfield Park, Ohio
Northlands Park, Canada
Northville Downs, Michigan
Nugget Casino, Mississippi
Oaklawn Park, Arkansas
Oaklawn Park ADW, Arkansas
Ocean Downs, Maryland
Offtrackbetting.com, Oregon
Oregon Off-Tracks, Oregon
Oneida Bingo and Casino, Oklahoma
Ontario Teletheatre, Ontario
Panama OTB Network, Panama
PariBet ADW, North Dakota
PariBet OTB, North Dakota
Paragon Casino, Louisiana
Penn National, Pennsylvania
Penn National ADW, Pennsylvania
PARX, Pennsylvania
Peru Jockey Club, Peru
Peru OTB Network, Peru
Phumelela, South Africa
PARX ADW, Pennsylvania
Picov Downs, Canada
Pimlico Race Course, Maryland
Plainridge Race Course, Massachusetts
Plainridge ADW, Massachusetts
Player Management Group, CA
PMU Brazil, Brazil
Pocono Downs, Pennsylvania
Pocono Downs ADW, Pennsylvania
Pojoaque Casino, Oklahoma
Portland Meadows, Oregon
Potawatomi Casino, Wisconsin
Prairie Meadows, Iowa
Premier Gateway International, S.A.
Premier Turf Club, North Dakota
Presque Isle Downs, Pennsylvania
Racing and Gaming Services, St Kitts
Remington Park, Oklahoma
Retama Park, Texas
Rideau Carleton Raceway, Canada
Riders Up OTB, Oklahoma
Rillito Park, Arizona
Rockingham Park, New Hampshire
Rocky Mountain Turf Club, Canada
Rosecroft Raceway, Maryland

EXHIBIT 6
(If applicable)

Royal Beach Casino, St Kitts
Ruidoso Downs, New Mexico
Running Aces Harness Park, Minnesota
Sam Houston Park, Texas
Saratoga Harness, New York
Scarlet Pearl, Mississippi
Scioto Downs, Ohio
Seabrook Greyhound Park, NH
Seabrook Greyhound Park ADW, NH
Shoreline Star Greyhounds, Connecticut
Skydancer Casino, Oklahoma
Sol Mutuel, St Kitts
Sol Mutuel Otrobanda, St Kitts
Southland Greyhound Park, Arkansas
Sports Center, Kentucky
State Fair, Nebraska
Suaposta ADW, Brazil
Suffolk District OTB, New York
Suffolk Downs, Massachusetts
Sunland Park Racetrack, New Mexico
Sun Ray Park, New Mexico
TabCorp, Australia
Tampa Bay Downs, Florida
TattsBet, Australia
Taunton Dog Track, New Hampshire
Taunton Dog Track ADW, New Hampshire
TBC Teletheatre, British Columbia
The Greenbrier Resort, West Virginia
The Meadows, Pennsylvania
The Meadows ADW, Pennsylvania
Thistledown, Ohio
Tioga Downs, New York
Tote Investment Services, Trinidad
Tri-State Greyhound, West Virginia
Truro Raceway, Canada
TVG, Arizona
TVG Chester, Pennsylvania
TVG High Volume, Los Angeles
TVG, Los Angeles
TVG, Massachusetts
TVG Prairie Meadows, Iowa
Turf del Norte, Mexico
Turf del Norte, Tribecta D.R.
Turf Paradise, Arizona
Turfway Park, Kentucky
Twin River Greyhounds, RI
TwinSpires, Kentucky
TwinSpires High Volume, Kentucky
US Offtrack, Florida
Valley Greyhound Park, Texas
Velocity Wagering Ltd., KY
Venezuela OTB, Venezuela
Vernon Downs, New York
Victoryland Greyhounds, Alabama
Virginia Equine Alliance, Virginia
Watch and Wager, LLC, San Francisco
Western Fair, Ontario
Western Regional OTB, New York
Wheeling Downs, Canada
Will Rogers Downs, Oklahoma
Woodbine Entertainment Corp, Ontario
Wyoming Downs, Wyoming
Wyoming Horse Racing LLC, Wyoming
XpressBet, Arizona
XpressBet, Illinois
XpressBet, (GWS)
XpressBet, Pennsylvania
Xpressbet, Southern Alberta
Yonkers Raceway, New York
Yonkers Empire City Bets, New York
Zia Park, New Mexico
123Gaming, Oregon

EXHIBIT 7
(If applicable)

AmWest Entertainment, KY
Arapahoe Park, Colorado
Arima Race Course, Trinidad
Arizona Downs, Arizona
Assiniboia Downs, Canada
Atlantis Resort and Casino, Bahamas
Bangor Raceway, Maine
Barrie Raceway, Ontario
Batavia Downs, New York
Beau Rivage, Mississippi
Belterra Race Course, OH
Bet America, LLC, North Dakota
Bet Fair Games Limited, UK
Bettor Racing OTB, South Dakota
Birmingham Race Course, Alabama
Bordertown OTB, Oklahoma
Borgata Casino, New Jersey
Buffalo Trotting Association, New York
Bwin International, Ltd.
Canterbury Park, Minnesota
Capital District OTB, New York
Catskill Regional OTB, New York
Century Downs, Alberta, Canada
Century Miles, Alberta, Canada
Charles Town Races, West Virginia
Chester Downs - Pennsylvania
Churchill Downs, Kentucky
Clinton Teletheatre, Canada
Columbus Raceway, Nebraska
Connecticut OTB, Connecticut
Corpus Christi Greyhound, Texas
Coushatta Casino Resort, Louisiana
Dayton Raceway, OH
Divi Carina Bay Casino, Louisiana
Delaware Park, Delaware
Delta Downs, Louisiana
Dover Downs, Delaware
Downs at Albuquerque, New Mexico
Ebet Online, Oregon
Egg Harbor Turf Club, New Jersey
Elite Turf Club, Curacao
Ellis Park, Kentucky
Elmira Raceway, Ontario
Equus St. Thomas, St. Thomas
Emerald Downs, Washington
Euro Offtrack, Isle of Man
Evangeline Downs, Louisiana
Evansville/Clarksville OTB, Indiana
Fairgrounds ADW, Louisiana
Fairgrounds Racecourse, Louisiana
Fair Meadows, Texas
Favorites at Gloucester, New Jersey
Favorites at Vineland, New Jersey
Finger Lakes Bets, NY
Finger Lakes Race Track, New York
Flamboro Downs, Ontario
Fonner Park, Nebraska
Fort Erie Racetrack, Canada
Foxwoods Casino, Connecticut
Fraser Downs, British Columbia
Freehold Raceway, New Jersey
Gillespie County Downs, Texas
Global Wagering Group, Germany
Global Wagering Solutions, Germany
Grand River, Canada
Grants Pass Downs, Oregon
Greentrack, Alabama
Greyhounds at Post Falls, Idaho
Gulf Greyhound, Texas
Gulfstream Park, Florida
Harrington Bets, Delaware
Harrington Raceway, Delaware
Hastings Park, Canada
Hawthorne ADW, Illinois
Hawthorne Race Course, Illinois
Hiawatha Downs, Ontario
Hipica de Panama, Panama
Hipodromo Camarero, Puerto Rico
Hipodromo Montericco, Peru
Ho-Chuck Casino, Connecticut
Hodge OTB, Connecticut
Hoosier Park, Indiana
Horsemen's Park, Nebraska
Horseshoe Council Bluffs, Iowa
Idaho Fall OTB, Idaho
Idabet, Iowa
Indiana Downs, Indiana
Inverness Raceway, Canada
Iowa Greyhounds, Iowa
Intermountain Racing, Idaho
John Martins Manor, Maine
Kawartha Downs, Ontario

EXHIBIT 7
(If applicable)

Keeneland, Kentucky
Keeneland Select ADW. Kentucky
Kentucky Downs, Kentucky
Kentucky OTB, Kentucky
Las Vegas Dissemination Company, Nevada
Lewiston OTB, Maine
Lien Games, North Dakota
Lincoln Greyhound Park, Rhode Island
Lone Star Race Park, Texas
Louisiana Downs, Louisiana
Magna Bet, Austria
Mahoning Valley Race Course, OH
Maronas Race Track, Uruguay
Marquis Downs, Saskatchewan
Maryland Jockey Club, Maryland
Maywood Park, Illinois
Meadowlands, New Jersey
Meskwaki Casino, Oklahoma
Miami Valley Gaming, Ohio
Millennium Racing, Trinidad
Mobile Greyhound Park, Alabama
Mohegan Sun, Pennsylvania
Mohawk Harness, Ontario
Monmouth Park, New Jersey
Montana OTB, Montana
Montericco Simulcasting, Peru
Monticello Raceway, NY
Mountaineer Park, West Virginia
Nassau Regional OTB, New York
Nebraska State Fair Park, Nebraska
Nevada Dissemination Services, Nevada
Nevada Pari-Mutuel Association, Nevada
New Jersey Mobile, New Jersey
New Palace Casino, Mississippi
NYRA, New York
NYRA Bets, Oregon
NYRA Bets, Illinois
NYRA Bets, New York
Newport Jai-Alai, Rhode Island
Northfield Park, Ohio
Northlands Park, Canada
Northville Downs, Michigan
Nugget Casino, Mississippi
Oaklawn Park, Arkansas
Oaklawn Park ADW, Arkansas
Ocean Downs, Maryland
Offtrackbetting.com, Oregon
Oregon Off-Tracks, Oregon
Oneida Bingo and Casino, Oklahoma
Ontario Teletheatre, Ontario
Panama OTB Network, Panama
PariBet ADW, North Dakota
PariBet OTB, North Dakota
Paragon Casino, Louisiana
Penn National, Pennsylvania
Penn National ADW, Pennsylvania
PARX, Pennsylvania
Peru Jockey Club, Peru
Peru OTB Network, Peru
Phumelela, South Africa
PARX ADW, Pennsylvania
Picov Downs, Canada
Pimlico Race Course, Maryland
Plainridge Race Course, Massachusetts
Plainridge ADW, Massachusetts
Player Management Group, CA
PMU Brazil, Brazil
Pocono Downs, Pennsylvania
Pocono Downs ADW, Pennsylvania
Pojoaque Casino, Oklahoma
Portland Meadows, Oregon
Potawatomi Casino, Wisconsin
Prairie Meadows, Iowa
Premier Gateway International, S.A.
Premier Turf Club, North Dakota
Presque Isle Downs, Pennsylvania
Racing and Gaming Services, St Kitts
Remington Park, Oklahoma
Retama Park, Texas
Rideau Carleton Raceway, Canada
Riders Up OTB, Oklahoma
Rillito Park, Arizona
Rockingham Park, New Hampshire
Rocky Mountain Turf Club, Canada
Rosecroft Raceway, Maryland
Royal Beach Casino, St Kitts
Ruidoso Downs, New Mexico
Running Aces Harness Park, Minnesota
Sam Houston Park, Texas
Saratoga Harness, New York
Scarlet Pearl, Mississippi
Scioto Downs, Ohio

EXHIBIT 7
(If applicable)

Seabrook Greyhound Park, NH
Seabrook Greyhound Park ADW, NH
Shoreline Star Greyhounds, Connecticut
Skydancer Casino, Oklahoma
Sol Mutuel, St Kitts
Sol Mutuel Otrobanda, St Kitts
Southland Greyhound Park, Arkansas
Sports Center, Kentucky
State Fair, Nebraska
Suaposta ADW, Brazil
Suffolk District OTB, New York
Suffolk Downs, Massachusetts
Sunland Park Racetrack, New Mexico
Sun Ray Park, New Mexico
Tampa Bay Downs, Florida
Taunton Dog Track, New Hampshire
Taunton Dog Track ADW, New Hampshire
TBC Teletheatre, British Columbia
The Greenbrier Resort, West Virginia
The Meadows, Pennsylvania
The Meadows ADW, Pennsylvania
Thistledown, Ohio
Tioga Downs, New York
Tote Investment Services, Trinidad
Tri-State Greyhound, West Virginia
Truro Raceway, Canada
TVG, Arizona
TVG Chester, Pennsylvania
TVG High Volume, Los Angeles
TVG, Los Angeles
TVG, Massachusetts
TVG Prairie Meadows, Iowa
Turf del Norte, Mexico
Turf del Norte, Tribecta D.R.
Turf Paradise, Arizona
Turfway Park, Kentucky
Twin River Greyhounds, RI
TwinSpires, Kentucky
TwinSpires High Volume, Kentucky
US Offtrack, Florida
Valley Greyhound Park, Texas
Velocity Wagering Ltd., KY
Venezuela OTB, Venezuela
Vernon Downs, New York
Victoryland Greyhounds, Alabama
Virginia Equine Alliance, Virginia
Watch and Wager, LLC, San Francisco
Western Fair, Ontario
Western Regional OTB, New York
Wheeling Downs, Canada
Will Rogers Downs, Oklahoma
Woodbine Entertainment Corp, Ontario
Wyoming Downs, Wyoming
Wyoming Horse Racing LLC, Wyoming
XpressBet, Arizona
XpressBet, Illinois
XpressBet, Pennsylvania
Xpressbet, Southern Alberta
Yonkers Raceway, New York
Yonkers Empire City Bets, New York
Zia Park, New Mexico
123Gaming, Oregon

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EXHIBIT 8
(If applicable)

Mini-Satellites

M1. Commerce Casino
6131 East Telegraph Road
Commerce, CA 90040
Phone: (323) 803-3693
Contact: Edgar Wong

M2. OC Tavern
2369 South El Camino Real
San Clemente, CA 92672
Phone (949) 542-8877
Contact: Micheal Merrigan

M3. Santa Clarita Lanes
21615 W. Soledad Canyon Rd.
Saugus, CA 93454
Phone: (661) 254-0540
Contact: Tom Cristi

M4. Sammy's Original
23221 Lake Center Drive
Lake Forest, CA 92630
Phone: (949) 716-2367
Contact: Pete Genovese

M5. Tiled Kilt
1345 E. Thousand Oaks Blvd.
Thousand Oaks CA. 91362
Phone: (805) 777-7418
Contact: Robert Haupt

M6. Firehouse Restaurant
7701 White Avenue
Bakersfield, CA 93313
PH: 661-831-4688
Contact: Russ Johnson

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EXHIBIT 8
(If applicable)

M7. Lake Elsinore Casino
20930 Malaga Road
Lake Elsinore, CA 92530
PH: 951-674-5160
Contact: Pat Wilmes

M8. The Derby Room
3230 Hamner Avenue
Norco, CA 92860
PH: 951-692-3572
Contact: Jim Baerwald

M9. The Derby Room at Glen Arden
357 Arden Ave
Glendale, CA 91203
PH: 818-245-6397
Contact: Jim Baerwald

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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
N/A			

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 provisions 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 three (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 wagering, and out-of-state wagering and that 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 three 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 wagering, 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: Del Mar Thoroughbred Club, PO Box 700, Del Mar, CA 92014

B. Names and addresses of the trustees or directors of the distributing agent: David H. Batchelder, PO Box 700, Del Mar, CA 92014 / Rollin Baugh, PO Box 700, Del Mar, CA 92014 / Dr. James R. Buell, 4790 Caughlin Pkwy #518, Reno, NV 89509 / Bo Derek, PO Box 700, Del Mar, CA 92014 / Joseph W. Harper, PO Box 700, Del Mar, CA 92014 / Kosta Hronis, PO Box 700, Del Mar, CA 92014 / Warner C. Lusardi, Lusardi Construction Company, 1570 Linda Vista Drive, San Marcos, CA 92078 / Marie G. Moretti, 6705 De Chardin Lane, Reno, NV 89511 / Jim Rome, PO Box 700, Del Mar, CA 92014 / Martin J. Wygod, The Wygod Group, PO Box 676306, Rancho Santa Fe, CA 92067

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 Business and Professions 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 twelve (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

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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)	Dana Stead, DVM
Clerk of Scales	Matt Nichols
Clerk of the Course	Dawn Schmid
Film Specialist	Heather Correa
Horse Identifier	Jennifer Paige
Horseshoe Inspector	Victor Tovar
Paddock Judge	Karen Denovel
Patrol Judges	Karen Denovel, Heather Correa
Placing Judges	Robert Moreno, Ed Reese, Sue Brent
Starter	Jay Slender
Timer	John Lies

B. Management officials in the racing department:

Director of Racing	Thomas S. Robbins
Racing Secretary	David Jerkens
Assistant Racing Secretary	Zach Soto
Paymaster of Purses	Vicki Layne
Others (identify by name and title)	N/A

C. Name, address, email, and telephone number of the reporter employed to record and prepare transcripts of hearings conducted by the stewards: Michelle Derieg, Weinstein Court Reporters, LLC, PO Box 26634, Santa Ana, CA 92799, Santa Ana, CA 92799, (949) 637-6071, mderieg@weinsteincourtreporters.com

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, William O'Brien, Digital Photo Finish Only / Contract Expires: 12/31/2022

E. Indicate 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. All races are recorded on EVS from Lyon Video until 2024. TVG - Expiration: 12/31/2024, Equipment list on-file with CHRB. For each race TVG will provide: Two manned pan cameras located near the judge's room in the press box providing a wide and a tight view of each race, turf and dirt, plus coverage for in-house video board presentation. / Four manned tower cameras: Three manned tower cameras per race. Backstretch head-on (Training Track Camera Tower) One tower, one scissor lift. Far Turn and Stretch Run back view (Quarter Chute Camera Tower) One tower, one scissor lift. Stretch-Run head-on (Livestock Barn Camera Tower) - turf. Stretch Run head-on (Livestock Barn Camera Tower - dirt. / 2 cameras in the paddock area provided coverage of horses, jockeys, trainers and owners. / A hand-held camera in winner cirle. / A pan camera located on the 7th floor providing race coverage for the in-house video board presentation (one of the pan cameras located near the judge's room in the press box). / Drone coverage when weather conditions permit are within FAA guidelines. / All races will be recorded and archived for the season. / TVG will provide talent for this event.

F. Type of electronic timing device to be used for the timing of all races, name of the person

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supplying the service, and expiration date of the service contract: AXCIS INFORMATION NETWORK, INC. TrackMaster c/o Equibase, 821 Corporate Drive, Lexington, KY 40503 / GPS System: Global Positioning Systems Technology, Name: David Siegel (Axcis Information Network, Inc. (TrackMaster/Equibase). Expiration Date: December 31, 2022

15. SECURITY CONTROLS

A. State the 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. EXHIBIT 10A SECURITY PERSONNEL AND EXHIBIT 10B 2022 GATE SCHEDULE

B. Estimated number of security guards, gatemen, patrolmen, or others to be engaged in security tasks on a regular full-time basis: 50

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.

2. Detention Stalls:

   a. Attach a plan for use of graded stakes or overnight races. Detention barn is used as required by the CHRB.
   b. Number of security guards in the detention stall area during a 24-hour period: As needed at the direction of the CHRB.
   c. Describe number and location of surveillance cameras in detention stall area. For the meet we will be utilizing five or more Detention stalls, as needed, located east of the receiving/test barn as our detention area. We will install fixed cameras in each of the five detention stalls as well as fixed cameras viewing the shed-row from both directions. As with the barn area, surveillance control and viewing will be from the CHRB Investigators' Office on the Frontside.

3. TCO2 Testing:

   a. Number of races to be tested, and number of horses entered in each race to be tested: All
   b. Plan for enhanced surveillance for trainers with high-test results: Will follow CHRB directives
   c. Plan for detention stalls for repeat offenders: Will follow CHRB directives
   d. Number of security personnel assigned to the TCO2 program: Assigned as needed.

C. Describe the electronic security system. Del Mar Thoroughbred Club uses a door alarm management system for its Executive and Operations offices utilizing Proximity Cards and Proximity Access Keyfobs via door controllers located at entrances. The system comes with related door alarm management software.

1. Location and number of video surveillance cameras for the detention stall and stable gate: Del Mar Thoroughbred Club utilizes pan/tilt/zoom cameras located at various places in the barn area. The images from these cameras are recorded on disk drives and stored for up to one week before being re-recorded. Control of these cameras is located in DMTC's security office.

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15. SECURITY CONTROLS – ATTACHMENT

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. **EXHIBIT 10 (A) / 2022 GATE SCHEDULE EXHIBIT 10 (B)**

B. Estimated number of security guards, gatemen, patrolmen or others to be engaged in security tasks on a regular full-time basis: 7**5**

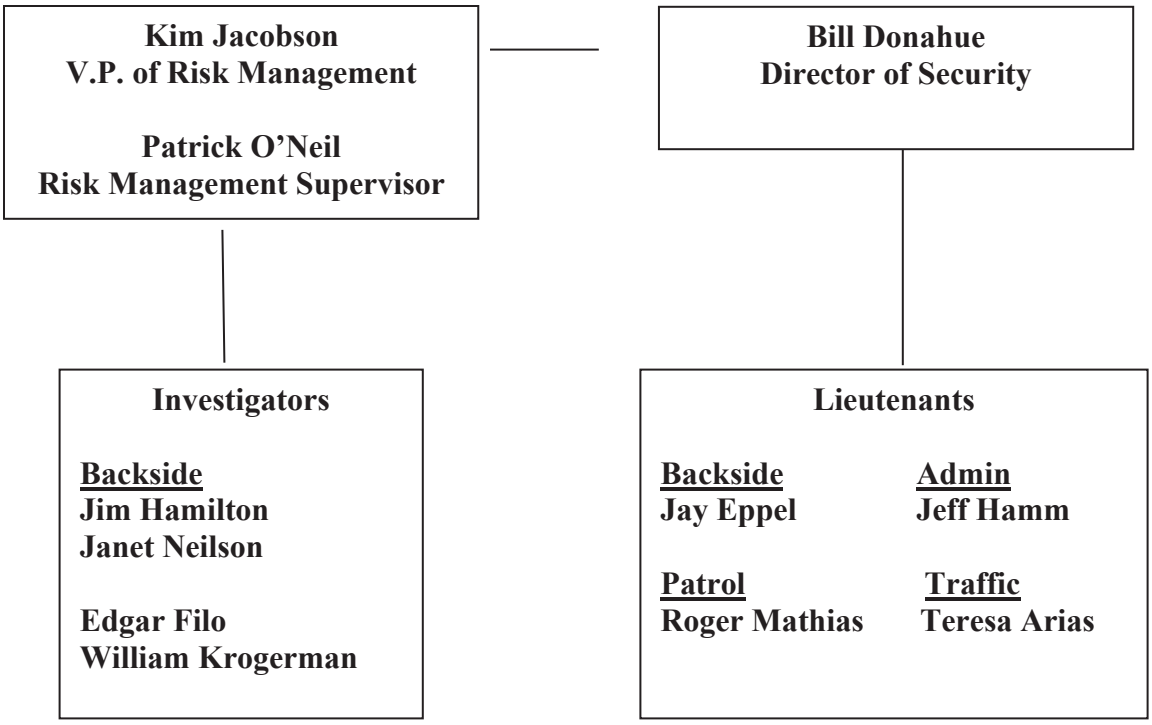
1. **Attach a written plan for enhanced security for graded stakes races, and races of $100,000 or more, to include the number of security guards in the restricted areas during a 24-hour period and a plan for detention stalls**. **The security for stakes races will be deployed in accordance with our agreement with TOC, with a security guard positioned outside each stall for the entire 6-hour period for each race of $100,000 or more. Details of the detention stalls are described in 15.B - 2 (C).**

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EXHIBIT 10A

Security Personnel

Person responsible for security controls on the premises:



Contact Information:

V.P. of Risk Management	**Work 858-792-4233**
Risk Management Supervisor	**Work 619-840-7881**
Director of Security	**Work 858-755-1141 ext. 3652**
Backside Investigator/Hamilton	**Work 818-307-4483**
Backside Investigator/Neilson	**Work 760-809-3976**
All others	**Work 858-755-1141 ext. 3650**

***List of Security Personnel subject to change. Individuals will be hired by the union on a seniority basis.**

EXHIBIT 10B
2022 GATE SCHEDULE

2022 GATE SCHEDULE

GATE	Shifts																							
	12am	1am	2am	3am	4am	5am	6am	7am	8am	9am	10am	11am	12pm	1pm	2pm	3pm	4pm	5pm	6pm	7pm	8pm	9pm	10pm	11pm	12pm
24hr Main Gate																									
16hr Solana/Ocean Gate 4am-8pm / 2 shifts																									
24hr "Z" Gate																									

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D. For night racing associations: Describe emergency lighting system. N/A

16. EMERGENCY SERVICES

A. Name, address, and emergency telephone number of the ambulance service to be used during workouts and during racing: Mercy Ambulance, 2537 Old San Pasqual Road, Escondido, CA 92027 (760) 525-9676. On-track staff: Advanced Life Support Ambulances (ALS) - Paramedics and certified Emergency Medical Technicians are on-site at all times that either training or live racing is taking place.

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.

B. Name, address, and emergency telephone number of the ambulance service to be used during workouts at auxiliary sites: Auxiliary Site: Los Alamitos / Huntington Ambulance Contact: Stacey O'Bryan, PO Box 145, Sunset Beach, CA 90742, (562) 904-1550. Auxiliary Site: San Luis Rey Downs / Mercy Ambulance, Contact: Jesse Torres, 2537 Old San Pasqual Road, Escondido, CA 92027, (760) 525-9676. Auxiliary Site: Santa Anita / Symons Ambulance, Contact: Ryan Merchant, 18592 Cajon Blvd., San Bernardino, CA 92407, (951) 880-6263.

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.

C. Describe the on-track first aid facility, including equipment and medical staffing. The on-site first aid clinic at Del Mar Thoroughbred Club is located at the east end of the grandstand facility, with easy access from the track. The facility includes 4 patient beds (1 private room, 3 curtain areas). There are 2 Paramedics, 2 EMTs, 1 Medical Assistant and 1 doctor on site every racing day. Friday, Saturday, Sunday, Opening Day and Closing Day we have a Medical Coordinator (Medic 25) who works as liaison with Municipal EMS. There are two ALS equipped ambulances on site as well. The equipment contained in the first aid clinic includes: Oxygen at each station / Cardias monitor / SED / Otoscope / Opthalmascope / Pulse and 02 Oximeter / B/P Cuff / Thermometer / Bag Valve Mask / Surgery Light / Stethoscope / Glucose Monitor and Supplies / Surgical equipment (used for laceration repair and suture removal).

D. Name and emergency telephone number of the licensed physician on duty during the race meeting: All medical doctors can be reached by contacting the first aid clinic directly at (858) 755-1141 ext. 2814 or through our Security Office by calling ext. 3650. The first aid clinic, Paramedics and EMT's have radios to monitor the security channel and/or Official Channel. Medical calls are dispatched by way of radio. Our doctors are contracted through Del Mar Doxx's - and rotate on site for the racing days. The doctors include: Athanasios J. Foster, MD - Hessam Tabrizi, MD - Melinda E. Nevins, DO
If Quarter Horse racing association, see D.1.

1. Name, address, and emergency telephone number of a hospital located within 1.5 miles of the racetrack, with which 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: Refer to the Del Mar Thoroughbred Club Jockey, On-Track Accident Response Program for specifics regarding

COUNTY OF SAN DIEGO

EMERGENCY MEDICAL SERVICES

EMERGENCY MEDICAL TRANSPORT PERMIT

AGENCY NAME: MERCY MEDICAL TRANSPORTATION, INC.

Effective Date: December 1, 2021

Expiration Date: November 30, 2022

Approved as:

- ALS ☒
- BLS ☒
- CCT ☐

Authorized by: Adria Cavanaugh Digitally signed by Adria Cavanaugh Date: 2021.10.27 14:03:32 -07'00'

Permit Officer, Emergency Medical Services

Permit Number: 21-130

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16.B.1 EMERGENCY SERVICES AUXILIARY SITES

CHRB
1010 Hurley Way #300
Sacramento, CA 95825

March 28, 2022

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,

Stacey O'Bryan - President
Huntington Ambulance, LLC

16.B.1 EMERGENCY SERVICES AUXILIARY SITES

MERCY
Medical
Transportation
Inc.

Valley Center Office
27350 Valley Center Road
Valley Center, CA 92082
(760) 751-9797 – Office
(760) 751-9360 – Fax

March 16, 2022

California Horse Racing Board
1010 Hurley Way
Sacramento, CA 95825

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

symbiosis
Care Reimagined.

March 28, 2022

To Whom It May Concern:

This letter shall serve as a statement of affirmation that all Emergency Medical Technicians and Paramedics employed by Symons Emergency Specialties, Inc. dba Symbiosis 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,

Dawn Downs
President
(951) 283-9861
ddowns@symbiosiscare.com

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hospital selection. Scripps La Jolla, 988 Genesee Ave., La Jolla, CA 92037 (858) 626-4123 - Scipps Encinitas, 354 Santa Fe Drive, Encinitas, CA 92024 (760) 753-4123

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.

G. Names 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): Health and Safety Manager (Risk Management): Kimberly Jacobson - Assistant Manager (Risk Management Assistant): Patrick O'Neal - On-Site Medical Coordinator - Rotates between different Fire Fighter Paramedics

H. Attach a fire clearance from the fire authority having jurisdiction over the premises.

I. Name of the workers' compensation insurance carrier for the association and the number of the insurance policy (if self-insured, provide details): State Compensation Insurance Fund of CA, IOA Insurance Services, 3875 Hopyard Road, Suite 200, Pleasanton, CA 94588, Policy #927286822

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 ten (10) days' notice of any cancellation or termination of insurance that secures the liability of the association for payment of workers' compensation.

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, which may be either permanent or mobile, that 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. 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. 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. 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: ATTACHED

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.

B. Promotional/Marketing budget for this race meeting: Advertising: $164,210 - Promotions: $137,097 - Communications: $68,882 - Other: $250 TOTAL $370,439

Del Mar Thoroughbred Club
Jockey On-Track Accident Response Program

Overview: The Del Mar Thoroughbred Club (DMTC) is committed to the overall health and safety of the riding professionals that are valued members of the racing community and DMTC. A large part of this commitment is the provision of professional medical and first aid services, should a jockey need to avail themselves of such services or be involved in an accident that requires first aid or emergency medical aid. DMTC takes their role in providing first aid and emergency medical care and transportation, when required, seriously. This program defines the plan elements and procedures DMTC will follow, should such events occur where medical aid becomes necessary.

Program Elements:

I. Medical Professionals On-Site During Racing - Summary

DMTC maintains licensed medical and first aid professionals that comply with the levels established by the horse racing industry. DMTC contracts with Del Mar Doxx's to provide a licensed physician and medical assistants, who are on duty during live racing. DMTC maintains two Advanced Life Support Ambulances. At minimum each ambulance is staffed by a Paramedic and a certified Emergency Medical Technician (EMT). In addition, municipal fire department, with paramedic and EMT services are readily available as these services are co-located with the track.

II. Jockey Information Health System

DMTC participates in the Jockey Information Health System through In Compass. All Medical Doctors and the Risk Management Department have access to this program.

The medical doctors staffing the on-site clinic can access medical information for those jockeys who participate in the program.

When a jockey, who participates in the program, is injured on track, the DMTC Risk Management Supervisor will access and print the Jockey's information. This information, along with Work Comp contact information is then sent with the Jockey to the hospital and/or faxed directly to the hospital emergency room.

II. Area Hospitals and Rapid Admittance

DMTC maintains a working relationship with two area hospitals, both members of the Scripps Hospital and Healthcare family of operations. The hospitals are found in either La Jolla, just south of the DMTC track, or Encinitas, just north of the track, both are Level 2 trauma hospitals. Most often our riders are transported to Scripps La Jolla. However, should a level 1 hospital be necessary the base hospital (La Jolla) would direct EMS to the nearest level 1 facility as part of the San Diego County Trauma System.

Del Mar Thoroughbred Club
Jockey On-Track Accident Response Program

a. The Scripps triage and base station is located at the La Jolla hospital – when determined transport is necessary, hospital will be contacted immediately by the Medical Clinic Staff, Paramedics or Risk Management.

b. Riders will be transported to Scripps La Jolla unless base station determines alternate site is necessary. All decisions on where a rider will be seen are made by Scripps La Jolla at the time of a reported incident. DMTC will not know where a rider is being taken until such time that transport has been initiated and we are advised as to which facility they are directed to.

c. The addresses of the hospitals are: (Both are located less than 10 miles from DMTC)
    a. Scripps La Jolla
    9888 Genesee Avenue
    La Jolla, CA 92037
    Tel: 858.626.4123

    b. Scripps Encinitas
    354 Santa Fe Drive
    Encinitas, CA 92024
    Tel: 760.753.4123

III. The DMTC Safety and Health and Program Manager

a. The DMTC Risk Manager serves as the Safety Manager and coordinator of the Jockey medical treatment and on-track accident program.

b. DMTC also maintains an Assistant Safety and Health Manager (the Risk Management Supervisor) during the live meet period in the event the Safety Manager is unavailable.

c. Both the Risk Manager and the Risk Manager Supervisor can be reached at the following extensions, Ext. 4233 or Ext. 3225 respectively or via radio on the Official Channel as Risk 1 and Risk 2. As needed, the DMTC Operator or security Dispatch can assist with obtaining alternate contact numbers as well.

IV. On-site First Aid Facilities and Staffing

a. Physician - Services for the on-site medical clinic are contracted through Del Mar Doxxs. During all live racing periods there will a licensed physician and medical assistant on duty.

b. Advanced Life Support Ambulances (ALS) – A Paramedic and Certified Emergency Medical Technicians are on site at all times that either training or live racing is taking place. During Training hours there will be one ALS ambulance and one team which includes one, at a minimum (1) Paramedic and one (1) Certified Emergency Medical

Technician on site at all times. During live racing there will be two ALS ambulances, which will include two (2) Paramedics and two (2) Certified Emergency Medical Technicians on site. Unit 9 will follow the field during live racing, Unit 9A will cover the paddock during pre-race activities and cover the starting gates at mile starts as well as turf chute starts. serve as a back up to Unit9. Both teams will maintain radio contact with the officials and security dispatch at all times. (Depending on staffing for the day there may be times when two paramedics are on a rig).

c. Municipal Response Capabilities- DMTC is located on a State of California Fairgrounds. As such, we enjoy the benefits of the Del Mar Fire Department municipal fire service and Paramedic and Emergency Medical Technicians that are stationed on the grounds. If the on-site station has responded to an off-site emergency, Nor Com dispatch will send the closest responding unit available. On track Paramedics have the capability of calling Nor Com directly should back up be necessary.

V. Ambulance and Medical Transport Protocols

a. Contracted ambulance service – DMTC contracts with a licensed Emergency Medical Services provider who provides ALS on-track emergency medical response. San Diego County requires all transports, except life threatening situations to be handled by the CSA-17 provider. Anytime a rider requires transport, Nor Com is notified by Security Dispatch

b. Local municipal services – The Del Mar Fire Department or others within the Rancho Fire Service (CSA-17) area may respond as needed or called upon. The Rancho Fire Service will respond with Paramedics and EMT's on the fire trucks as well as Paramedics assigned to the municipal ambulances.

VI. The Emergency Medical Plan

These steps will be followed in the event of an on-track accident:

General Conditions

- On-site Paramedics and EMT's will respond to any observed rider on-track accident or as otherwise summoned for assistance. Such response will occur during training and/or live racing periods,

- If an incident requires transport, the hospital will be contacted and notified of the patient transport. (The La Jolla location of Scripps Hospital serves as the triage and base station for all incidents requiring hospital emergency care; they will direct the medical transport team as to which hospital to respond to.)

Del Mar Thoroughbred Club
Jockey On-Track Accident Response Program

Communications

- Paramedic and EMT's (Units 9 and 9A) will be assigned radios allowing for constant communication with both security dispatch and officials. Both Official Channel and Dispatch Channel will be monitored at all times.
- Medical Clinic will be assigned one radio and will maintain contact with security dispatch at all times.
- DMTC security dispatch will monitor the official channel at all times.
- Safety and Health Program Manager and Assistant will monitor the official channel at all times. Both individuals will be available either on site or via cell phone 24 hours a day during the live meet.

Response During Training Periods

- During training periods, Advanced Life Support Unit 9 will determine the nature and extent of any injuries and whether transport to a medical facility is necessary,

- The DMTC Security Dispatch will be notified immediately of any rider incident on-track or otherwise during training periods and will assist EMS provider with securing additional medical help for transport to area hospital when necessary.

- Municipal units will meet on-track unit at the transfer point to secure injured rider and transport to one of designated hospital.

- Incidents with injuries not requiring transport to one of the local hospitals identified within this program will be treated on-track or at the DMTC first aid clinic based upon Paramedic judgment.

- Any on-track accidents during training periods will be immediately reported to Security dispatch. Safety Manager, Assistant and/or Backside Investigator should be notified immediately so they may conduct a review of the incident and follow up with any additional reporting as might be required.

Response During Pre-Race (Paddock)

- Unit 9A will be situated in the paddock area during pre race activities to respond to an emergency occurring in the paddock area.

- Unit 9A will follow the field from the paddock down the horse walk and continue to observe through the post parade.

- Should an emergency occur Security Dispatch will be notified immediately.

- DMTC Safety and Health Program Manager and/or Assistant will respond to incident.

Del Mar Thoroughbred Club
Jockey On-Track Accident Response Program

- Security dispatch will notify on site medical clinic that an incident has occurred.

- As needed, additional medical assistance will be summoned from local municipal resources,

- DMTC Security will respond to incident and assist with crowd control. If necessary, security will provide escort to the medical clinic.

Accidents During Live Racing

- ALS unit –Unit 9 following the racing field will immediately respond to on-track accidents; simultaneously, the on-track physician and medical assistant will be made aware of the incident via radio contact, observation of the race via closed –circuit television or as advised by the DMTC Safety or Security Staff,

- ALS unit – Unit 9A will be on stand-by to assist and/or replace the on-track unit should it be necessary for Unit 9 to leave the track for any reason.

- In the event of a multiple rider down situation Unit 9 will call for immediate backup from Unit 9A at which time Unit 9A will enter the track (when safe to do so) to assist. If the situation is going to require additional response from outside agencies Unit 9 will request outside units through Security Dispatch.

- Should incident require ambulance to leave the track prior to the start of the race, Unit 9A will immediately move in to position at the starting gates. When this occurs Unit 9A will notify stewards via radio that they are in place.

- If for any reason Unit 9A is unavailable CHRB stewards must be notified immediately via the official channel.

- As needed, additional medical assistance will be summoned from local municipal resources,

- Paramedic on site of incident will determine the necessary treatment. Riders may be transported to the on-site medical facility for further evaluation, observation and triage or the Paramedic may determine transport is necessary. Should the Paramedic determine that transport is necessary they will alert Security so outside EMS can be dispatched. Paramedics have radio contact with Scripps La Jolla and will notify them directly of the transport. Risk Management will notify Officials.

- To the extent possible, all care will be provided by the professionals within the DMTC medical clinic,

- DMTC Safety and Security staff will immediately respond to the medical clinic to assist with event management and access control to the medical clinic,

Del Mar Thoroughbred Club
Jockey On-Track Accident Response Program

- Depending on the nature and severity of injuries, the rider(s) may be transported to one of the local hospitals noted within this plan for further medical care and treatment as is needed,

- Any on-track accidents during live racing will be immediately reported to the Safety Manager, for analysis review and additional reporting as might be required.

- When one of the ALS units are required to leave the grounds DMTC Security will be notified immediately and instructed to call Nor Com for any patron medical aids until unit returns to grounds.

- Risk Management Department will provide Jockey Information Health System paperwork and Workers Compensation to the hospital for those Jockeys who participate.

Please note: Under no circumstances will information regarding the medical condition of a rider be provided to members of the media or others. Any such request should immediately be referred to the Director of Media and or President/General Manager.

VII. Posting This Plan

The DMTC, Jockey, On-Track Accident Response Plan will be posted in English and Spanish in the following locations:

a. The Jockey's Room located on the first floor of the Clubhouse Grandstands
b. The DMTC on-site medical facilities, and
c. DMTC Security Dispatch

Additional copies of the plan will be maintained in the DMTC Risk Manager's office, located in Operations.

IIX. Updates

The plan will be reviewed annually prior to the DMTC live racing meet and appropriate changes and updates will be made. Regulatory and/or legislative changes that may modify this plan will be included as will any changes in medical providers and/or ambulance transport services.

Del Mar Thoroughbred Club
Programa de Respuesta ante un Accidente de los Jinetes en las Pistas

Resumen: Del Mar Thoroughbred Club (DMTC) se compromete a la salud y seguridad de todos los profesionales de equitación que son miembros valorados de la comunidad de carreras y DMTC. Una gran parte de este compromiso es proporcionar atención médica profesional y servicios de primeros auxilios, en caso de que un jinete necesite emplear tales servicios o se vea implicado en un accidente que requiera servicios de primeros auxilios y asistencia médica de emergencia. DMTC hace su función al brindar asistencia médica de emergencia, primeros auxilios y transporte, cuando se requiera importantemente. Este programa define los elementos del plan y procedimientos. DMTC realizará un seguimiento, si ocurren tales hechos donde se necesite asistencia médica.

Elementos del Programa:

I. Profesionales Médicos en el Sitio Durante la Carrera-Resumen

DMTC mantiene a profesionales médicos licenciados y de primeros auxilios que cumplen con los niveles establecidos por la industria hípica. DMTC contrata a Del Mar Doxx's para ofrecer un médico licenciado y ayudantes médicos que están en servicio durante la carrera de caballos. DMTC mantiene dos Ambulancias Avanzadas de Apoyo Vital. Como mínimo cada ambulancia cuenta con un personal Paramédico y un Técnico Médico de Emergencia certificado ("EMT" por sus siglas en inglés). Además del departamento de bomberos municipal, con paramédicos y servicios de EMT que están preparados y disponibles ya que están situados al lado de la pista.

II. Sistema de Salud para la Información del Jinete

DMTC participa en el Sistema de Salud para la Información del Jinete por medio de In Compass. Todos los Médicos y Departamento de Gestión de Riesgos tienen acceso a este programa.

Todo el personal médico en el sitio puede acceder a la información médica de aquellos jinetes que participen en el programa.

Cuando un jinete, que participa en el programa, se accidenta en la pista, el Supervisor de Gestión de Riesgos de DMTC accederá e imprimirá la información del Jinete. Esta información, junto con la información de Compensación de los Trabajadores se manda junto con el Jinete al hospital o se envía por fax directamente a la sala de emergencia del hospital.

II. Hospitales de la Zona y Admisi n Rápida

DMTC mantiene una relación profesional con dos hospitales de la zona, tanto los miembros del Hospital Scripps y la familia de asistencia médica de operaciones. Los hospitales se encuentran o en La Jolla, justo al sur de la pista de DMTC, o en Encinitas, justo al norte de la pista y los dos son hospitales de traumatismos Nivel 2. La mayoría de las veces se transporta a nuestros jinetes a Scripps La Jolla. Sin embargo, si fuera necesario un hospital del nivel 1, el hospital base (La Jolla) dirigiría al Servicio Médico de Emergencia ("EMS" por sus siglas en inglés) a la instalación del nivel 1 más cercana como parte del Sistema de Traumatismos del Condado de San Diego.

Del Mar Thoroughbred Club
Programa de Respuesta ante un Accidente de los Jinetes en las Pistas

a. La estación base y triaje de Scripps se sitúa en el hospital de La Jolla, cuando se necesite un transporte determinado se les pondrá en contacto de inmediato con el Personal Médico de la Clínica, Paramédicos o Gestión de Riesgos.

b. Se trasladará a los jinetes a Scripps La Jolla a menos que la estación base determine un lugar alternativo en caso necesario. Todas las decisiones con respecto a donde se atenderá a un jinete se realizarán en Scripps La Jolla en el momento en que se reporte el accidente. DMTC no sabrá a dónde se lleva al jinete hasta el momento en que se haya iniciado el traslado y se nos avise sobre la instalación a la que se dirige.

c. Las direcciones de los hospitales son: (Ambas se localizan a menos de 10 millas de DMTC)
    a. Scripps La Jolla
       9888 Genesee Avenue
       La Jolla, CA 92037
       Tel: 858.626.4123

    b. Scripps Encinitas
       354 Santa Fe Drive
       Encinitas, CA 92024
       Tel: 760.753.4123

III. Salud y Seguridad y Gerente del Programa de DMTC

a. El Gerente de Riesgos de DMTC atiende como Gerente de Seguridad y coordinador del tratamiento médico del jinete y el programa de accidentes en la pista.

b. DMTC también mantiene un Asistente del Gerente de Seguridad y Salud (el Supervisor de Gestión de Riesgos) durante el periodo del encuentro de carreras en directo en caso de que el Gerente de Seguridad no esté disponible.

c. Tanto el Gerente de Riesgos y el Supervisor del Gerente de Riesgos pueden localizarse en las siguientes extensiones, Ext. 4233 o Ext. 3225 respectivamente o por medio de radio mediante el Canal Oficial como Riesgo 1 y Riesgo 2. Cuando se necesite, el Operador o Despacho de Seguridad de DMTC también podrán ayudarle a conseguir números de teléfono de contacto alternativos.

IV. Instalaciones de Primeros Auxilios en el Sitio y Personal

a. Médico- Los servicios para el centro médico en el sitio se contratan por medio de Del Mar Doxxs. Durante los periodos de carreras en directo se proporcionará un médico licenciado y ayudante médico en servicio.

b. Las Ambulancias Avanzadas de Apoyo Vital (“ALS” por sus siglas en inglés) - Un Paramédico y Técnicos Médicos de Emergencia Certificados están en el sitio en todo

momento ya sea si están entrenando o se está llevando a cabo una carrera en directo. Durante las horas de entrenamiento habrá una ambulancia ALS y un equipo que incluirá, como mínimo un (1) Paramédico y un (1) Técnico Médico de Emergencia Certificado en el sitio en todo momento. Durante la carrera en directo habrá dos ambulancias ALS, que incluirán dos (2) Paramédicos y dos (2) Técnicos Médicos de Emergencia Certificados en el sitio. La Unidad 9 seguirá el campo durante la carrera en directo, la Unidad 9A cubrirá el paddock durante las actividades previas a las carreras y cubrirá las puertas de salida en los inicios de la milla así como en los inicios del área de césped que sirven como un apoyo a la Unidad 9. Ambos equipos mantendrán contacto por radio con los oficiales y despacho de seguridad en todo momento. (Dependiendo de la dotación de personal para el día, puede haber ocasiones en las que haya dos paramédicos en una plataforma).

c. Las Capacidades de Respuesta Municipal-DMTC está situado en un recinto ferial del Estado de California. Como tal, disfrutamos de los beneficios del servicio de bomberos municipal Del Mar, Paramédicos y Técnicos de Emergencia Médica que se localizan en los terrenos. Si la estación en el sitio ha respondido a una emergencia fuera del sitio, el despacho Nor Com mandará a la unidad de respuesta más cercana disponible. Los Paramédicos en la pista cuentan con la capacidad de llamar directamente a Nor Com en caso de que se necesite un refuerzo.

V. Protocolos de Transporte de Ambulancia y Médicos

a. El servicio de ambulancia contratado - DMTC tiene contratado a un proveedor de Servicios Médicos de Emergencia licenciado que ofrece respuesta médica de emergencia en las pistas de ALS. El Condado de San Diego requiere que todos los transportes, salvo las situaciones que amenacen la vida se manejen por el proveedor CSA-17. En cualquier momento que un jinete requiera transporte, el Despacho de Seguridad notificará a Nor Com.

b. Los servicios municipales locales - El departamento de bomberos Del Mar u otros dentro del área de servicio de incendios de Rancho (CSA-17) podrá responder según se necesite o solicite. El Servicio de Bomberos de Rancho responderá con Paramédicos y EMT en los camiones de bomberos y los Paramédicos asignados a las ambulancias municipales.

VI. Plan Médico de Emergencia

Estos pasos se seguirán en caso de que ocurra un accidente en las pistas:

<u>Condiciones Generales</u>

- Los Paramédicos y EMT en el sitio responderán a cualquier accidente que observen de un jinete en la pista o de otro modo pedirán ayuda. Tal respuesta ocurrirá durante el entrenamiento o periodos de carreras en directo.

Del Mar Thoroughbred Club
Programa de Respuesta ante un Accidente de los Jinetes en las Pistas

- Si un incidente requiere transporte, se contactará y avisará al hospital del transporte del paciente. (La localización de La Jolla del Hospital Scripp atiende como triaje y estación base para todos los incidentes que requieran asistencia de emergencia hospitalaria y dirigirán al equipo de transporte médico a qué hospital deberán acudir).

Comunicaciones

- A los Paramédicos y EMT (Unidades 9 y 9A) se les asignarán radios para permitir una comunicación constante con el despacho de seguridad y los oficiales. Tanto el Canal Oficial y el Canal de Despacho se controlarán en todo momento.

- Se le asignará a la Clínica Médica una radio y mantendrá contacto con el despacho de seguridad en todo momento.

- El despacho de seguridad de DMTC controlará el canal oficial en todo momento.

- El Gerente del Programa de Seguridad y de Salud y Asistente controlarán el canal de seguridad en todo momento. Ambas personas estarán disponibles tanto en el sitio como por teléfono celular las 24 horas al día durante el encuentro de las carreras en directo.

Respuesta Durante los Periodos de Entrenamiento

- Durante los periodos de entrenamiento, la Unidad 9 de Apoyo Vital Avanzado determinará la naturaleza e importancia de cualquier lesión y si el transporte a una instalación médica fuera necesario.

- Se avisará de inmediato al Despacho de Seguridad de DMTC sobre cualquier incidente de los jinetes en la pista o de otro modo durante los periodos de entrenamiento y ayudará al proveedor del Servicio Médico de Emergencia a obtener ayuda médica adicional para facilitar el transporte al hospital del área cuando se necesite.

- Las unidades municipales se reunirán con la unidad en la pista en el punto de traslado para asegurar al jinete lesionado y transportarlo a uno de los hospitales designados.

- Los incidentes con lesiones que no requieran transporte a uno de los hospitales locales identificados dentro de este programa, se tratarán en la pista o en la clínica de primeros auxilios de DMTC según el criterio del Paramédico.

- Cualquier accidente en la pista durante los periodos de entrenamiento se reportará de inmediato al Despacho de Seguridad. Se notificará de inmediato al Gerente de Seguridad, Asistente y/o Investigador trasero para que puedan llevar a cabo una revisión del incidente y seguimiento con cualquier reporte adicional que sea necesario.

Del Mar Thoroughbred Club
Programa de Respuesta ante un Accidente de los Jinetes en las Pistas

Respuesta Durante la Pre-carrera (Paddock)

- La Unidad 9A estará situada en el área del paddock durante las actividades previas a la carrera para responder a una emergencia que ocurra en el área del paddock.

- La Unidad 9A seguirá el campo desde el paddock hasta el camino del caballo y seguirá observando durante el desfile posterior.

- Si se produce una emergencia se notificará de inmediato al Despacho de Seguridad.

- El Gerente del Programa de Salud y Seguridad y/o Asistente de DMTC responderá al incidente.

- El Despacho de Seguridad notificará a la clínica médica en el sitio de que se ha producido un incidente.

- Según sea necesario, se solicitará asistencia médica adicional de los recursos municipales locales.

- La seguridad de DMTC responderá al incidente y ayudará con el control de la multitud. Si fuera necesario, la seguridad proporcionará acompañamiento a la clínica médica.

Accidentes Durante la Carrera en Directo

- La unidad ALS - Unidad 9 que sigue el campo de carreras responderá de inmediato a los accidentes en la pista; simultáneamente, se pondrá en conocimiento al asistente médico y médico en la pista del incidente contactándoles por medio de radio, la observación de la carrera se hará por medio de un circuito cerrado de televisión o según lo aconsejado por el Personal de Seguridad de DMTC.

- La unidad ALS - Unidad 9A estará pendiente para ayudar o remplazar a la unidad de la pista en caso de que fuera necesario que la Unidad 9 abandone la pista por cualquier razón.

- En el caso de una situación en la que se hayan caído varios jinetes, la Unidad 9 llamará para refuerzos inmediatos a la Unidad 9A, momento en el cual la Unidad 9A entrará en la pista (cuando sea seguro hacerlo) para ayudar. Si la situación va a requerir una respuesta adicional de entidades externas, la Unidad 9 solicitará unidades externas a través del Despacho de Seguridad.

- Si un incidente requiere ambulancia deberá abandonar la pista antes de que empiece la carrera. La Unidad 9A se desplazará de inmediato a una posición al cajón de salida. Cuando esto ocurra la Unidad 9A avisará a los encargados por medio de radio de que están en su lugar.

- Si por cualquier razón la Unidad 9A no está disponible se notificará de inmediato a los encargados CHRB por medio del canal oficial.

- Según se necesite, se pedirá asistencia médica adicional desde los recursos municipales locales.

- El paramédico en el sitio del incidente determinará el tratamiento necesario. Los jinetes podrán ser transportados a la instalación médica en el sitio para una evaluación, observación y triaje adicionales, o el paramédico podrá determinar que es necesario el transporte. Si el paramédico determina que el transporte es necesario, alertará a Seguridad para que se pueda mandar al Servicio Médico de Emergencia externo. Los paramédicos tienen contacto por radio con Scripps La Jolla y les notificarán directamente sobre el transporte. La Gerencia de Riesgos notificará a los Funcionarios.

- En la medida de lo posible, los profesionales ofrecerán toda la atención dentro de la clínica médica de DMTC.

- El personal de Seguridad de DMTC responderá de inmediato a la clínica médica para ayudar con la gerencia del suceso y control de acceso a la clínica médica.

- Dependiendo de la naturaleza y gravedad de las lesiones, se podrá transportar al jinete(s) a uno de los hospitales locales señalado dentro de este plan para atención médica ulterior y tratamiento según se necesite.

- Cualquier accidente en la pista durante la carrera en directo se reportará de inmediato al Gerente de Seguridad, para una revisión del análisis y reporte adicional según se requiera.

- Cuando una de las unidades de unidades de ALS requieran que abandone los terrenos, se avisará de inmediato a la Seguridad de DMTC y se le instruirá llamar a Nor Com para cualquier atención médica protectora hasta que regrese la unidad al terreno.

- El Departamento de Gerencia de Riesgos proporcionará la documentación del Sistema de Salud de Información del jinete y Compensación de los Trabajadores al hospital para aquellos jinetes que participen.

Por favor tenga presente: En ninguna circunstancia la información con respecto al estado médico del jinete se proporcionará a los miembros de los medios u otros. Cualquier petición se referirá de inmediato al Director de Medios o Presidente/Gerente General.

VII. Publicación de este Plan

El Plan de Respuesta ante un Accidente de los Jinetes en la pista de DMTC, se publicará en Inglés y Español en las siguientes localizaciones:

a. La Sala del Jinete situada en la primera planta de las Gradas del Clubhouse.
b. Las instalaciones médicas en el sitio de DMTC, y

c. Despacho de Seguridad de DMTC.

Las copias adicionales del plan se guardarán en la oficina del Gerente de Riesgos de DMTC, situada en las Operaciones.

IIX. Actualizaciones

El plan se revisará anualmente antes del encuentro de las carreras en directo de DMTC y los cambios apropiados y actualizaciones que se hagan. Los cambios regulatorios o legislativos que puedan modificar este plan se incluirán al igual que los cambios en los proveedores médicos o servicios de transporte de ambulancia.

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Josh Rubinstein
President & COO

August 8, 2022

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

Re: CHRB 4 CCR 1927 Fire Prevention and Auxiliary Stabling
Letter of Request for an Exemption or Extension

Dear Executive Director Chaney,

In accordance with Section 16H of the Application for License to Conduct a Horse Racing Meeting, Del Mar Thoroughbred Club ("DMTC") requests an exemption from the 45-day provision of Rule 1927 as the current fire inspection/clearance the CHRB has on file is valid through December 31, 2022.

Thank you for your consideration and assistance.

Very truly yours,

Josh Rubinstein, President

cc: Amanda Drummond
Nicole Lopes-Gravely

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SANTA ANITA PARK

August 15, 2022

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

Re: CHRB Rule 1927 Exemption Request

Dear Mr. Chaney,

In accordance with Section 16H of the Application for License to Conduct a Horse Racing Meeting, Del Mar Thoroughbred Club is required to submit a letter of inspection by the fire authority having jurisdiction over auxiliary stabling sites listed in their application.

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 June 15, 2022.

North County Fire Protection District completed an inspection of San Luis Rey Training Center on November 23, 2021 as previously submitted to the board. North County Fire has stated they are only able to complete one inspection per year. A reinspection date has been requested and will likely be completed in November 2022.

LATC and SLR requests an exemption from the requirement of Rule 1927 that the fire authority having jurisdiction over the barn areas 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

DEPARTMENT OF FORESTRY AND FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL
Fire and Life Safety Division
24680 Jefferson Avenue, Suite B
Murrieta, CA. (916) 445-8200
Website: www.fire.ca.gov

April 13, 2022

Sue Wall, Vice President – Facilities
Del Mar Thoroughbred Club
P.O. Box 700
Del Mar, California 92014-070

RE: Del Mar Thoroughbred Racing Facility
CSFM# 04-37-041-0001

Dear Mrs. Walls,

A fire & life safety inspection at the above referenced facility was conducted on April 13th, 2022 by DSFM Ben Salazar in accordance with section 13108 (c) of California Health & Safety Code. The purpose was to determine compliance with the minimum fire & life safety standards required by Title 19 and Title 24 of California Code of Regulations.

No deficiencies were noted at the time of inspection.

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 time period at the Del Mar Thoroughbred Club located at the San Diego County Fairgrounds.

If we can be of further assistance, or for additional information or clarification please feel to contact me at 916-212-2307

Sincerely,

DSFM Ben Salazar

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ORANGE COUNTY FIRE AUTHORITY
P.O. Box 57115, Irvine, CA 92619-7115 • 1 Fire Authority Road, Irvine, CA 92602
Lori Smith, Assistant Chief/Fire Marshal (714) 573-6000 www.ocfa.org

FIRE AND LIFE SAFETY INSPECTION CLEARANCE LETTER

March 8, 2022

Frank Sherren
Los Alamitos Race Course
4691 Katella Avenue
Cypress, CA 90630

Subject: Fire and Life Safety Inspection

An inspection was conducted by the Orange County Fire Authority (OCFA) for the Los Alamitos Race Course at 4691 Katella Avenue, Los Alamitos, CA 90630. This inspection was performed on October 5, 2021 by OCFA Fire Inspector, Kenneth Wiggins. The inspection report will be turned in for data entry to OCFA records. This letter will serve as your fire clearance from the OCFA.

Please contact me directly if you have any questions or concerns.

Respectfully,

Kenneth Wiggins
Fire Inspector
Prevention Field Services Section
(714) 229-8801
kennethwiggins@ocfa.org

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North County Fire Protection District
330 S. Main Ave.
Fallbrook, CA 92028
(760) 723-2010

Tuesday, 23 November, 2021

Attn: Teresa Jennings
,

Property Address:
San Luis Rey Training Center
5772 CAMINO DEL REY
BONSALL, CA 92003

Re: Initial - Fire & Life Safety on November 23 2021

NOTICE OF INSPECTION - COMPLETED

CONGRATULATIONS, your Fire and Life Safety Inspection has satisfactorily been completed and no violations were noted at this time. The North County Fire Protection District would like to thank you for making fire and life safety a priority.

If you have any questions regarding our Fire and Life Safety Inspection program, please contact the Fire Prevention Bureau at: (760) 723-2010.

Inspection Notes:
This facility was deferred to NCFPD Fire Prevention Bureau personnel who is handling the inspection.

Inspector:

Fire Protection Spec. Aaron Murg
amurg@ncfire.org
760-723-2042

Property Representative:

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June 15, 2022

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

RE: Los Angeles Turf Club Fire Clearance

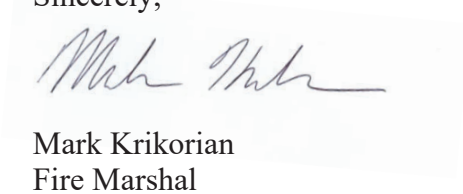
To Whom It May Concern:

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 July 1, 2022, through December 10, 2022.

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.

City of Arcadia

Fire Department

Barry R. Spriggs
Fire Chief

710 South Santa Anita Avenue
Arcadia, CA 91006
(626) 574-5100
(626) 446-7410 (fax)
www.ArcadiaCA.gov

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DELMART-01 MORRISONA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768
IOA Insurance Services
3875 Hopyard Road
Suite 200
Pleasanton, CA 94588

CONTACT NAME:
PHONE (A/C, No, Ext): (925) 416-7862 FAX (A/C, No): (925) 416-7869
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B : State Compensation Insurance Fund of CA	35076
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Del Mar Thoroughbred Club
PO Box 700
Del Mar, CA 92014

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			SNCGL1800902	3/15/2022	3/15/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
	OTHER:						SEXUAL ABUSE MO	$ 1,000,000
A	AUTOMOBILE LIABILITY			SNAUTO83102	3/15/2022	3/15/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			SNFXS0087702	3/15/2022	3/15/2023	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			927286822	3/31/2022	3/31/2023	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Evidence of Coverage

CERTIFICATE HOLDER

California Horse Racing Board (CHRB)
1010 Hurley Way, Suite 300
Sacramento, CA 95825

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT 14

TIP SHEETS:

John Acquarelli
Duke's Racing Selections
2317 Hogan Way
Oceanside, CA 92056

Bruce M. Andrews, Jr
Deuce Bruce
5910 Rancho Mission Rd
San Diego, CA 92108

Toby Turrell
Winners
532 ½ #D Via de la Valle
Solana Beach, CA 92075

Jeff Bohland
Bob's Card, Inc.
16803 Ernest Avenue
Cleveland, OH 44256

SADDLERY SERVICES:

Frank Wipfli
Western Saddlery, Inc.
7038 Commerce Circle
Pleasanton, CA 94588

MISCELLANEOUS CONCESSIONS/SERVICES:

Tony Vasquez
Garda Cash Logistics
8807 Complex Drive
San Diego, CA 92123

Rayetta Burr
Benoit & Associates, Inc.
Track Photographers
PO Box 60014
Arcadia, CA 91066-6014

Del Mar Doxx-A.J. Foster
Track Physicians
380 Stevens Ave., Ste 100
Solana Beach, CA 92075

Michael Costello
United/Puett Electrical
Starting Gates
224 Tater Hill Rd.
East Haddam, CT 06423

Brent Gulley
Gulley's Livestrock Disposal
10272 Juniper Rd.
Oak Hills, CA 92344-0304

Deven Owen
West Coast Feed
PO Box 893007
Temecula, CA 92589

Gary S. Bell
Citrus Feed
PO Box 249
La Verne, CA 91750

Angel P. Unamuno
Angel's Feed
4518 Rowland Ave.
El Monte, CA 91731

Cristobal Virgen
Cristobal Virgen Shoe Shine
1057 Gai Drive
San Diego, CA 92130

Chris Aplin
Chris Aplin Barbershop Services
285 W. Huntington Drive
Arcadia, CA 91007

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Promotional/Marketing budget for prior race meeting: Advertising: $132,465 - Promotions: $102,046 - Communications: $61,737 - Other $1,662 TOTAL $297,909

C. Number of hosts and hostesses employed for meeting: We employ approximately 22 customer service representatives on weekdays (Fridays) and 35 on weekend (Saturdays and Sundays).

D. Describe facilities set aside for new fans. At Del Mar, virtually the entire facility is considered a new fan area, with customer service locations on every floor and in every betting area that our fan base will enter, with a complete staff of customer service representatives available for guidance, support and assistance. In addition, a large portion of new fans are introduced to racing through our Group Sales department which provides customized introductions to racing or the day's card tailored to individual groups. Del Mar also offers a variety of free seminars and handicapping education for the more serious newcomers.

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

1. Horsemen Attached
2. Fans Attached
3. Facilities in the restricted areas Attached

19. SCHEDULE OF CHARGES

A. List proposed charges. Note any changes from the previous year. ATTACHED

Admission (general)
Admission (clubhouse)
Reserved seating (general)
Reserved seating (clubhouse)
Parking (general)
Parking (preferred)
Parking (valet)
Programs (on-track)
(off-track)

B. Describe any "Season Boxes" and "Turf Club Membership" fees.

C. Describe any "package" plans, such as combined parking, admission, and program.

20. JOCKEYS/DRIVERS' QUARTERS

A. Check the applicable amenities available in the jockeys/drivers' quarters.

☒ Corners (lockers and cubicles) How many 73

☒ 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. Female jockey quarters include a separate locker area (2), shower area, sauna area and lounge area.

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18. ON-TRACK ATTENDANCE/FAN DEVELOPMENT

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

1. HORSEMEN

- **Replacement of stairways, balconies and shed row posts in stable area living quarters (restricted area) – on-going.**
- **Replacement of flooring, doors, locks, and window screens in living quarters (restricted area) – on-going.**
- **Upgrade of morning workout lighting (restricted area) – on-going.**
- **Repair of all stable area smoke detectors (restricted area) – on-going.**
- **Replacement of water service to miscellaneous barns in stable area (restricted area) – on-going.**
- **Backfill of all stable area stalls with decomposed granite (restricted area) – on-going.**
- **Renovation of miscellaneous restrooms, tack rooms and living quarters in stable area (restricted area) – on-going.**
- **Replacement of exterior electrical outlets and wall lights in stable area (restricted area) – on-going.**
- **Clean and screen all stable area shed-drains and roadways due to rocks and debris (restricted area) – on-going.**
- **Clean and dig-out all stable area wash racks and storm drain boxes (restricted area) – on-going.**
- **Re-grading of main dirt track (restricted area) – on-going.**
- **Repair camera towers and replace worn track rail and mirror padding (restricted area) – on-going.**

- **FANS**
- **Installation of Sneeze Guards at all teller locations.**
- **Resurface exterior exit stairs in Clubhouse Terrace**
- **Repair decking in Clubhouse and Stretch Run**
- **Increased safety and fire prevention by adding roving fire captain to grounds during racing hours.**
- **Increase the frequency of power washing seating areas.**
- **Upgrade tables/seating in Paddock view restaurants – on-going.**
- **Painting grandstand seating, railings and restroom doors – on-going.**
- **Replacement of television monitors with flat screen monitors throughout facility and the addition of more to increase fan needs – on-going.**
- **Installation of wireless technology throughout the facility to enhance the mobile app experience - on-going.**
- **Replace all restaurant and box seating chairs in grandstand – on-going.**
- **Enhance general admission seating by adding picnic tables on apron.**
- **West Lawn shade area added with additional seating, mutuels, bars and video board for family and group guests**
- **Enhance concession food options in Plaza de Mexico**
- **Replace rubber pavers on horse path in Clubhouse**

1. Facilities in the restricted areas: **SEE 18-E-1**

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19. SCHEDULE OF CHARGES

A. **List proposed charges. Note any changes from the previous year. Price changes from 2021 noted below.**

Fall Meet 2022	
Admission	**$6.00 ($3.00 with Diamond Club)**
***Reserved Seating**	**$8.00 Thanksgiving Day and Friday** **$12.00 Sunday and Opening Day** **$14.00 Saturday** **(includes admission)****
Parking (general, single day)	**$10.00 (Opening Day *$15.00)**
Parking (general, advance Discount Book of 5)	**$25.00**
Parking (valet)	**$20.00**
Programs (on-track)	**Included with paid admission**
Programs (off-track)	**$2.25**

***Proposed Changes:**

- ***Reserved Seating increased $4.00 on Thanksgiving Day and Friday, increased $6.00 on Sunday and Opening Day, and increased $6.00 on Saturday.**
- **** Seat prices include admission in fall of 2022**

B. Describe any "Season Boxes" and "Turf Club Membership" fees:
No Changes from Fall 2021 in Season Boxes or Turf Club fees:

Annual Turf Club Membership (2 persons):	**$1,500.00**
Annual Turf Club Membership (1 person):	**$1,100.00**
Daily Turf Club Admission (member guests):	**$20.00**
Daily Turf Club Admission (non-member):	**$60.00**
Stretch Run & Clubhouse Season Box Seats:	**$85 - $100 per seat**
Season Reserved Seat:	**$70.00**

C. Describe any "package" plans such as combined parking, admission and program:
Turf Club memberships include valet parking. All paid admissions and seat or table tickets include official programs. All seat and table tickets include admission in 2022.

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21. BACKSTRETCH EMPLOYEE HOUSING

A. Inspection of backstretch housing was completed by CHRB staff on June 10, 2022.

B. Number of rooms used for housing on the backstretch of the racetrack: 665

C. Number of restrooms available on the backstretch of the racetrack: 253

D. Estimated ratio of restroom facilities to the number of backstretch personnel: Restroom facilities available on the backstretch 253. Estimated ratio to the number of personnel - 1 restroom facility per 4 backstretch employees.

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: 5,280 feet.

B. Describe the type of track surface at the facility, including the specific track surface composition. The main track surface is a Dirt Running Surface. The surface consists of a 10" sandy loam on top of a layer of decomposed granite and 6" round perforated drain pipe on top of the existing dirt sub-base. The turf course consists of GN-1 Bermuda grass sod with a growing medium consisting of 9" of silica sand mixed with peat and turf grids blended into the top 6".

C. The percent of cross slope in the straightaways is: 2.5%
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 (e.g., 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: Fontana Inner rail: Aluminum. Outer rail: Galvanized Steel Tubing. Inner rail supports: Aluminum with 33" offset. Coverings: Fontana Safety panels. Approximate height of the top innter rail: 40". Turf Track: Inside running rail: Mawsafe pvc injection molded. Inside rail supports: Mawsafe pvc with 16" offset. Approximate height: 47". Outside running rail of the turf course is the same as the inside rail. Outside rail supports are the same as the inside rail supports. Approximate height 47".

E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474: Tom Robbins, Executive VP Racing

F. Attach a Track Safety Maintenance Program pursuant to CHRB Rule 1474.

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 that 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 ten (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.

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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):

B. Attach each horsemen's agreement pursuant to CHRB Rule 2044.

C. Attach an agreement to provide for race-day furosemide administration, pursuant to CHRB Rule 1845.

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.)

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):

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 Rule 1870 and Rule 1871, the CHRB shall be given fifteen (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.

X _____
Signature

TOM ROBBINS	EXECUTIVE VP RACING	8/11/2022	8/11
Print Name	Print Title	Date	

EXHIBIT 16

DEL MAR THOROUGHBRED CLUB - UNION CONTRACTS CURRENTLY IN NEGOTIATION

UNION	SIGNATORY ASSOCIATIONS	JOB CLASSIFICATION	CONTRACT DATES
Teamsters Local 495 Auto Park	Del Mar Thoroughbred Club Los Alamitos Race Course Los Angeles Turf Club, Incorporated Fairplex	Auto Park	July 2021 through June 30, 2024
Teamsters Local 495 Clockers/ Outriders	Del Mar Thoroughbred Club Los Alamitos Race Course Los Angeles Turf Club, Incorporated Fairplex	Clockers / Outriders	July 2021 through June 30, 2024
Teamsters Local 495 Starters	Del Mar Thoroughbred Club Los Alamitos Race Course Los Angeles Turf Club, Incorporated Fairplex	Starters	July 2021 through June 30, 2024
Teamsters 495 Racing	Del Mar Thoroughbred Club Los Alamitos Race Course Los Angeles Turf Club, Incorporated Fairplex	Racing Officials	July 2021 through June 30, 2024
SEIU Local #280	Del Mar Thoroughbred Club Los Alamitos Race Course Los Angeles Turf Club, Incorporated Fairplex SCOTWINC	Mutuels	Jan 1, 2020 through Dec 31, 2022
SEIU #1877 SEIU UNITED SERVICE WORKERS WEST (SEIU USWW)	Del Mar Thoroughbred Club Los Alamitos Race Course Los Angeles Turf Club, Incorporated Fairplex	Racing	In Negotiations
Local #89	Del Mar Thoroughbred Club	Laborers	In Negotiations
Local #542	Del Mar Thoroughbred Club	Tractor/Truck Drivers	In Negotiations
SEIU #1877 SEIU UNITED SERVICE WORKERS WEST (SEIU USWW)	Del Mar Thoroughbred Club	Admissions / Public Events / Security / Janitorial	In Negotiations

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23.C RACE-DAY FUROSEMIDE AGREEMENT

3rd PARTY LASIX ADMINISTRATION AGREEMENT

This 3rd Party Lasix Administration Agreement (this "Agreement") is entered into as of APRIL, 2022 (the "Effective Date") by and between the Del Mar Thoroughbred Club, Inc. ("DMTC"), 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 described DMTC'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 acknowledge, DMTC, TOC and CTT do hereby agree as follows:

1. **TERM** This Agreement shall take effect on July 10, 2022 and shall continue through December 1, 2022 (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 DMTC (on a per administration basis) an amount equal to forty dollars ($40) 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 DMTC. 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 DMTC. DMTC 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.

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3. **NUMBER OF VETERINARIANS AND TECHNICIANS** DMTC shall initially hire one (1) furosemide veterinarian and two (2) furosemide veterinary technicians to administer the race day furosemide. The furosemide veterinary technicians shall report to the furosemide veterinarian. If DMTC 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, DMTC 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. 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 statues, 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 Exhibits, 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.

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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 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, DMTC, 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 DMTC, TOC and CTT. Except for DMTC, 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.

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

DEL MAR THOROUGHBRED CLUB, INC.

By: _____
Name: Tom Robbins
Title: Executive V.P. Racing
Date: April 1, 2022

CALIFORNIA THOROUGHBRED TRAINERS, INC.

By: _____
Name: _____
Title: _____
Date: _____

THOROUGHBRED OWNERS OF CALIFORNIA, INC.

By: _____
Name: _____
Title: _____
Date: _____

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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 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, DMTC, 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.

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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 DMTC, TOC and CTT. Except for DMTC, 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.

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

DEL MAR THOROUGHBRED CLUB, INC.

By: _____
Name: Tom Robbins
Title: Executive V.P. Racing
Date: April 1, 2022

CALIFORNIA THOROUGHBRED TRAINERS, INC.

By: _____
Name: Alan F. Balch
Title: Executive Director
Date: April 8, 2022

THOROUGHBRED OWNERS OF CALIFORNIA, INC.

By: _____
Name: _____
Title: _____
Date: _____

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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 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, DMTC, 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 DMTC, TOC and CTT. Except for DMTC, 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.

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

DEL MAR THOROUGHBRED CLUB, INC.

By: _____
Name: Tom Robbins
Title: Executive V.P. Racing
Date: April 1, 2022

CALIFORNIA THOROUGHBRED TRAINERS, INC.

By: _____
Name: _____
Title: _____
Date: _____

THOROUGHBRED OWNERS OF CALIFORNIA, INC.

By: _____
Name: Mary W. Forney
Title: Executive Director
Date: April 12, 2022

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3rd PARTY LASIX ADMINISTRATION AGREEMENT

1. EXHIBIT A
   DEL MAR THOROUGHBRED CLUB FUROSEMIDE PROTOCOL – ATTACHED

2. EXHIBIT B
   MEDICATION ADMINISTRATION PROTOCOL – ATTACHED

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EXHIBIT A

DEL MAR THOROUGHBRED CLUB 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 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-250mg (3cc to 5cc). 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 250mg 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.

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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 at Del Mar 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 Del Mar or have arrived at Del Mar no later than 4:30 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 DMTC 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. As it relates to all horses that are entered to race on any given day and that are not stabled at Del Mar or have not arrived at Del Mar by 4:30 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 Del Mar that the horse will occupy prior to the race no later than 4:30 am of race day. Notwithstanding the generality of the foregoing, if DMTC 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 Del Mar 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 Del Mar, if the horse is not stabled at Del Mar, DMTC 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.

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EXHIBIT B

MEDICATION ADMINISTRATION PROTOCOL

1. Furosemide Veterinarian highlight their assigned horses on treatment sheet.

2. The furosemide coordinator, furosemide veterinarian 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 4 ½ 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 technicians, 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.

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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 identify 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 identify 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 250mg of furosemide intravenously unless an alternative dose of not less than 150mg and not more than 250mg 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.

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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.

f. A summary of events shall be written by the administering veterinarian, or technician, and provided to the Racing Secretary.

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2022

FALL RACE MEET AGREEMENT

BETWEEN

DEL MAR THOROUGHBRED CLUB

AND

THOROUGHBRED OWNERS OF CALIFORNIA

NOVEMBER 9, 2022 – DECEMBER 6, 2022

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2022 FALL RACE MEET AGREEMENT

Del Mar Thoroughbred Club

November 9, 2022 through December 6, 2022

THIS AGREEMENT is entered into by and between Del Mar Thoroughbred Club (hereinafter referred to as "TRACK") and the Thoroughbred Owners of California, Inc. (hereinafter referred to as "TOC") and becomes effective on the first day of TRACK's 2022 Fall Meeting, except as otherwise provided herein.

RECITALS

WHEREAS, 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; and

WHEREAS, TOC is the duly organized owners' association recognized by TRACK and the California Horse Racing Board 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; and

WHEREAS, 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

NOW, THEREFORE, the parties hereto, by reason of the premises and in consideration of the mutual promises contained herein agree as follows:

I.
RACE MEET

Except as otherwise provided herein, the provisions of this Agreement shall be applicable only to the thoroughbred race meeting conducted by TRACK under license from the California Horse Racing Board for the period commencing November 9, 2022, through December 6, 2022 which meet is hereinafter referred to as the "2022 Fall Meet." Live racing will commence November 11, 2022 and conclude December 4, 2022.

II.
PURSE DISTRIBUTION

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 monies available for purses generated from the pari-mutuel handle and other sources, including but not limited to, underpayments from prior race meets, voluntary deposits by horsemen, deposits by TOC, and accumulated 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 or statutory distributees. 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.

TRACK further agrees that its Horsemen's Bookkeeper will make owners' purse monies available upon request forty-eight (48) 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 California Horse Racing Board.

III.
DISTRIBUTION ESTIMATION

Because the total amount available for distribution as stakes and overnight purses will not be known until the conclusion of the 2022 Fall Meet, 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 the 2022 Fall Meet, TRACK shall not have paid and distributed in stakes and overnight purses the exact amounts provided for by this Agreement and law, then TRACK may deduct from purses an agreed amount of the excess/overpayment from purses during the analogous Race Meeting conducted by TRACK.

In the event that there is an underpayment from the 2022 Fall Meet that is equal to or less than the current cumulative combined Summer and Fall Meet underpayment from purses as of December 31, 2021 ("cumulative underpayment"); the entire underpayment from the 2022 Fall Meet shall be applied to the cumulative underpayment except for any amounts that TOC and TRACK agree to carry over to future meets to maintain existing purse levels.

Any deficiency underpayment required to be distributed shall be distributed not more than the sixtieth (60th) day after the 2022 Fall Meet closes. The underpayment, if any, carried forward shall accrue reasonable interest commencing at the conclusion of the 2022 Fall Meet, to the commencement of the 2023 Summer Meet or 2023 Fall Meet as determined by TOC and Track. The deficiency shall be based on actual purse monies collected by Track from intrastate and international satellite locations and advanced deposit wagering providers. One Hundred Percent

(100%) of the interest generated on the actual purse monies collected by Track shall be used for purses during TRACK's next meet commencing in 2023.

Investments will be in accordance with TRACK's investment policy, a copy of which will be provided to TOC at least thirty (30) days prior to the start of the meet.

Representatives of TRACK and TOC shall consult with each other during the 2022 Fall Meet for the purpose of making estimates and acting thereon so that purse monies distributed will closely approximate the amount available under Article II of this Agreement. TRACK shall provide to TOC prior to the 2022 Fall Meet and not less than a bi-weekly basis during the 2022 Fall Meet, for TOC's information, TRACK's projections (and supporting documents) of estimated purses for the 2022 Fall Meet.

IV.
DAILY MUTUEL HANDLE

Notwithstanding anything to the contrary provided in Article VIII and IX, if at any time during the 2022 Fall Meet TRACK estimates that, for any reason beyond the control of the TRACK or TOC, the final average daily purse generation will be meaningfully less than the 2021 average daily purse generation, or in the event the purse projections for the 2022 Fall Meet are higher than the purse money generated for overnight purses, then the purse schedule may be reduced. In such event, TRACK shall have the right, but not the obligation, to reduce purses, provided that any such reduction be applied uniformly to the announced stakes program and overnight purse structure, including overnight stakes; e.g., if overall purses are reduced by ten percent (10%), then the total stakes program shall be reduced by ten percent (10%), and the total overnight purse schedule, including overnight stakes, shall be reduced by ten percent (10%), provided however, that stakes will not be reduced if the total projection to be paid for stakes is not in excess of twenty-five percent (25%) of the Net Distribution for the 2022 Fall Meet. TRACK shall not decrease purses without prior written consent from TOC, which consent shall not be unreasonably withheld. In no event shall the TRACK be obligated to supplement purse funds.

Unless otherwise agreed by TOC, any increase or decrease in overnight purses 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 percent (10%), then the purse for each type and condition of overnight race shall be decreased or increased by ten percent (10%), as the case may be, subject to such "rounding" as may be agreed upon by TRACK and TOC.

TRACK shall furnish TOC, upon request, all supporting documents pertaining to pari-mutuel handle, breakage, and purse distribution as may be applicable.

By each Wednesday following a race week ending on a Sunday (or Monday holiday), TRACK shall furnish to TOC a meet-to-date report representing purses paid, purses generated, and the current over/under purse payment position. Notwithstanding, within seventy-two hours of a request, TRACK shall furnish TOC, all supporting documentation pertaining to pari-mutuel handle, breakage, and purse distribution as may be applicable.

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V.
GROSS RACING DISTRIBUTION

Whenever the term "Gross Racing Distribution" is used herein, it shall mean 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, Sections 19491(b), 19491.5, 19491.6, 19596, 19596.5, 19596.6, 19598, 19601, 19602, 19611(d), 19611.5, and 19616.

The Gross Racing Distribution shall include unclaimed refunds ("outs"), if any, from TRACK's 2021 Meet as provided in Section 19601(d) of the California *Business and Professions Code.*

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* Sections 19616 and 19617 actually received by TRACK, but does include decreases as provided in Section 19613.5 to compensate TRACK for actual losses sustained in pari-mutuel minus pools.

VI.
TOC AND CTT DISTRIBUTIONS

TRACK shall pay to TOC and CALIFORNIA THOROUGHBRED TRAINERS, INC. ("CTT") for the 2022 Fall Meet 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 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 may be referred to sometimes collectively as "TOC and CTT Distribution."

The sums payable under this paragraph shall be paid on Wednesday of each week during the 2022 Fall Meet commencing November 9, 2022; the final payment shall be made on or before 10 calendar days following the close of the 2022 Fall Meet. 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.

VII.
NET RACING DISTRIBUTION

Whenever the term "Net Racing Distribution" is used herein, it shall mean the balance of funds constituting Gross Racing Distribution less:

1. TOC and CTT Distributions paid pursuant to Section 19613(b) of the California *Business and Professions Code;*
2. Funds authorized by TOC to be paid to NTRA as authorized in Section 19613.05(a) of the California *Business and Professions Code*, if applicable; and,
3. Cal-bred Maiden Bonus Program – Funds designated by Section 19614.4(d) of the California Business and Professions Code (subject to an equal match by the California

Thoroughbred Breeders Association).

TRACK will pay and distribute in stakes and overnight purses for the 2022 Fall Meet a sum not less than 95-3/4% of the Gross Racing Distribution generated for the 2022 Fall Meet, and will pay the remaining up to 4-1/4% as set forth in Section 19613(b) and 19613.05(a) of the California *Business and Professions Code.*

By way of example only, and solely for clarification, if at said 2022 Fall Meet, TRACK's Gross Distribution was $1,000,000.00, TOC would receive one percent (1%), $10,000.00; 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 Distribution would be Nine Hundred Fifty-Seven Thousand Five Hundred Dollars ($957,500.00).

Except as otherwise agreed upon herein, TRACK shall pay to overnight purses during the 2022 Fall Meet, as additional monies, 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 the 2022 Fall Meet after taking into effect corresponding payments to jockeys or other persons as may be authorized and directed by the California Horse Racing Board. Said additional monies 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 one and three-quarter percent (1-3/4%) as provided in Section 19613.05(a) of the California *Business and Professions Code*.

Track and TOC agree that based on information available as of the date of this Agreement the current balance in the purse account is estimated to be approximately $3,848,274 underpaid, as set forth in Exhibit H, and that Exhibit H 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 H 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 H, 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.

VIII.
RACING PROGRAMS

A. Stakes Program

From the total purse distribution available for the 2022 Fall Meet, not more than One Million Nine Hundred and Fifty Thousand Dollars ($1,950,000) (pending final approval by TOC)

of horsemen's money shall be paid as stakes unless otherwise agreed upon by TRACK and TOC in accordance with the schedule attached hereto and made a part hereof as Exhibit "A."

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 monies. Should TRACK desire to increase the purse by more than fifty percent (50%) of the purse originally scheduled, TRACK shall obtain the prior written approval of TOC for such a purse increase. TRACK shall not split a stakes race without first obtaining the approval of TOC, which approval will not be unreasonably withheld.

TRACK agrees to use its best effort to submit a tentative Stakes Schedule for all Race Meetings to be conducted by it to TOC six (6) months, but in no event less than four (4) months, prior to the first (1st) day of the subject Race Meeting. TRACK further agrees to commence negotiations with respect to Exhibit "A" at least six (6) months prior to the first day of subsequent Race Meetings.

Unless expressly agreed otherwise by TOC, TRACK shall ensure that all stakes races offered, whether offered as a scheduled or overnight stakes events, 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.

TRACK shall not cancel any non-overnight stakes races without first obtaining the approval of TOC.

All stakes races offered with purses of $100,000 or more, excluding invitational and Breeders' Cup-enhanced races, shall be guaranteed money events and all stakes races offered with purses less than $100,000 shall be run as added money events.

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, bring the total purse monies above the guaranteed amount for all guaranteed stakes races, the excess will be used for overnight purses.

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.

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 guaranteed stakes races, shall not be reduced during the course of the 2022 Fall Meet. Each guaranteed stakes race to be run during the 2022 Fall Meet shall require total fees of at least one

percent (1%) for each starter. All graded stakes races to be run during the 2022 Fall Meet shall require total fees of at least one and one-half percent (1.5%) for each starter.

For all stakes races offering a purse of $100,000 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, a 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 period of this Agreement, provided TRACK and TOC mutually agree.

B. Overnight Program

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, and purse monies paid there under shall not be deemed a part of the total stakes purses for a Race Meeting. The owner of each horse entered in such races shall be required to pay a reasonable nomination, entry, or starting fee. The same scratch policy shall apply as in normal overnight races. TOC agrees initially to the Overnight Stakes Schedule included in Exhibit A.

Without prior consultation and written approval of TOC, TRACK shall not schedule nor use any purse monies for the purpose of conducting an "exhibition" or "match" type race, or any type of racing other than thoroughbred racing as provided for herein during TRACK's 2022 Fall Meet.

Purses paid for overnight races during the 2022 Fall Meet shall be in accordance with the schedule attached hereto as Exhibit B. TRACK agrees not to change the purses provided in the schedule without first obtaining the written consent of TOC.

During the term of the Agreement, TRACK and TOC agree that the terms and conditions attached to overnight races and purses shall be as follows (pending final TOC approval)

1. The minimum claiming price, other than maidens, will be $8,000;

2. The minimum purse, for all races other than maiden races, during the 2022 Fall Meet shall be $23,000;

3. The minimum claiming price for maidens will be $20,000 provided further that the minimum claiming price offered in Cal-Bred maiden races will be $50,000;

4. The minimum purse for maiden races, during the 2022 Fall Meet, shall be $25,000;

5. Purses for straight maiden races shall be a minimum of $70,000;

6. 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;

7. 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;

8. Minimum qualifying winning claiming levels for purposes of the Cal-bred Race Fund Incentives shall be $40,000;

9. Overnight purses shall not exceed Seventy Six Thousand Dollars ($76,000) for each such race written, provided further that overnight stakes purses shall not exceed One Hundred Thousand Dollars ($100,000.00) for each such race written, excluding supplements from the Cal-Bred Race Fund or any other supplements;

10. Purses for all races run during the 2022 Fall Meet shall be divided and paid to the owner(s) of the horses finishing first through fifth as follows:
    - Sixty percent (60%) of the purse to the winning owner.
    - Twenty (20%) for second;
    - Twelve (12%) for third;
    - Six (6%) for fourth; and,
    - Two (2%) for fifth.

11. A “Participation Purse” in the amount of $500 as determined by TOC and 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.

12. 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

13. 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 seven separate wagering interests in the race; and,

14. TRACK agrees to use a "date system" that is mutually agreed to by TOC, TRACK and the other Southern California Thoroughbred racing associations.

C. California-Bred Incentive Program and Allowance Purse Increase

1. 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 as an owner premium to the owner of a registered California-bred Thoroughbred horse participating in such a race. 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.

2. In the event overnight purses are increased in accordance with Article IV of this Agreement, retroactive increases shall be made in the Cal-Bred incentive and Allowance Purse increase programs described in this Article unless otherwise specifically agreed to by TRACK and TOC.

D. Other Conditions

During the term of the Agreement, TRACK and TOC agree that the following terms and conditions shall apply:

1. TRACK will schedule only thoroughbred racing during its 2022 Fall Meet;

2. For each week of the Meet, Track shall use its best efforts to card a minimum of seven (7) races on weekdays and nine (9) races on Holidays, Saturdays and Sundays (the "Minimum Race Levels"). In the event that Track believes there are insufficient horses to fill the Minimum Race Levels or other reasons to reduce the Minimum Race Levels for any day, Track shall immediately notify the TOC of its concerns and the parties shall discuss in good faith what, if any, reduction in the Minimum Race Levels should be made for such day or to eliminate a race day. In no circumstance shall Track card less than the Minimum Race Level or eliminate a race day without the prior consultation with and consent of the TOC pursuant to this paragraph, which consent shall not be unreasonably withheld.

3. TRACK agrees to wash or otherwise clean the racing colors or "silks" of owners with horses competing in the 2022 Fall Meet. 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;

4. The following are the workout criteria that will be in effect for the 2022 Fall Meet. The minimum official, recorded workout distances and number of works for horses to run at the 2022 Fall Meet are as follows:

   (a) For distances up to 5 ½ furlongs, all first-time starters must have a minimum of three timed workouts, one at least 1/2 of a mile. For distances six-furlongs and beyond, all first-time starters must have at least three timed workouts, one at a minimum of a 5/8 of a mile

   (b) Horses which have not raced in 90 days: 3 works, with at least two works during the last 60 days—one of which shall be at least 5/8 mile; and one work during the last 30 days.

   (c) Horses, which have not raced in 60 days: two works, with one during the last 30 days.

   (d) Horses which have not raced in 30 days: one work at least 3/8-mile within those 30 days.

   (e) Horsemen seeking to run a horse not meeting the workout criteria must obtain the permission of the Stewards.

   (f) Imported Horses: The workout requirement will be waived for horses entering in a race within fourteen (14) days of clearing USDA quarantine, provided that the country of origin's racing jurisdiction has no provision for timed workouts;

5. No owner, trainer, or veterinarian may have possession of any shockwave therapy or equivalent device while within TRACK's enclosure during the 2022 Fall Meet, except as expressly authorized by TRACK. Any owner, trainer, or veterinarian found to be in possession of such device(s) during the 2022 Fall Meet 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.

6. TRACK agrees to permit the scratch of a bona fide entry when at least six (6) horses are entered in a race. The scratch of a bona fide entry is permitted only for the

purpose of entry into a subsequent race on either of the next two following days of entries. All such scratches require the consent of the Racing Secretary and the Board of Stewards;

7. 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 sixteen (16).

8. 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 9:30 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.

9. 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, TRACK shall use its best efforts to ensure that the race published in the Condition Book is considered the preferred race, and will be utilized before any Extra Race to make the card go. Further, should TRACK elect to use an Extra (that was not a Condition Book "overfilled" race or a Condition Book "failed to fill" race) over a filled Substitute race, it shall notify TOC as soon as it is practical. 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.

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

11. 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 shall be the guest of the racetrack in its Turf Club or Directors' Room, 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 (restaurants and meals/drinks may be amended based on government regulations) ; further TRACK agrees to provide to the owner of a horse that starts in a Grade I or Grade II Stakes Race during the 2022 Fall Meet a custom "Saddle Towel." The saddle towel will be same saddle towel used in the Grade I 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.

12. TRACK agrees to provide to TOC free, front side office space, acceptable to TOC, during TRACK's 2022 Fall Meet; and,

13. During all periods covered by this Agreement, 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 available and necessary to respond to TOC's request.

14. TRACK agrees to maintain, at no cost to TOC, appropriate "Finish Line" signage, equal in size and character to its own, in the first position past the finish lines on both the dirt and turf tracks during the TRACK's 2022 Fall Meet.

15. 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 veterinary fees and/or any 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 XVI, or as a result of the intervening unforeseen acts of independent third parties. 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.

16. TOC understands and agrees that the TRACK has adopted a No-Slaughter Policy ("Policy"), which shall be in effect during the Meet. 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 facility or competing in a race run at TRACK, who directly or indirectly participates in the transport of a horse from TRACK or other TRACK owned or operated 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 TRACK or other TRACK owned or operated facility where the ultimate intended result is the horse's slaughter.

17. TRACK AND TOC have mutually agreed to medication reforms which are specified in Exhibit G of this Agreement.

IX.
UNIFORMITY AND CONSISTENCY

TRACK and TOC agree to endeavor to establish consistency and uniformity for overnight purse schedules. The first Condition Book for the 2022 Fall Meet shall represent the standard or "norm" for the 2022 Fall 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 for the 2022 Fall Meet. Any such changes, however, can be made only after first obtaining the written consent of TOC, which will not be unreasonably withheld.

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.

TRACK agrees to submit to TOC at its principal office in Del Mar its camera-ready draft of the proposed first Condition Book at least forty-eight (48) hours prior to the date it is sent to the printers, if feasible, and if not as soon thereafter as possible, to enable TOC to review the same.

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.

TRACK agrees to use its best efforts to make its first Condition Book for the 2022 Fall Meet available to horsemen at least ten (10) days prior to opening day.

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

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 book.

X.
CHANGES TO RACE AND ELIGIBILITY REQUIREMENTS

Except as expressly authorized herein, absent prior agreement with the TOC, TRACK shall not, during the 2022 Fall Meet, implement or put in place any change to the overnight purse structures, minimum purses awards, minimum claiming levels or eligibility requirement, as set forth in the First Condition Book and Schedule of Overnight Purses attached as Exhibit B, nor

shall TRACK change or modify the conditions of the meeting set forth on TRACK's application form or contained within the First Condition Book.

XI.
NUMBER OF HORSES IN A RACE

When six (6) horses are entered in an allowance or overnight stakes race under six (6) separate wagering interests, during TRACK's 2022 Fall Meet, and provided such horses are stabled on the grounds of either Del Mar, or another approved auxiliary offsite stabling facility 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 under at least seven (7) separate wagering interests, and provided such horses are stabled on the grounds of either Del Mar, or another approved auxiliary offsite stabling facility in Southern California, such race shall be considered filled and shall run.

If not run as originally scheduled, TRACK will use its best efforts to reschedule the race in question or a similar race as an "extra" race within the next three (3) racing days. TRACK will notify TOC of cancellation of such races, listing the names of the horses that did enter.

XII.
MAIDEN AND CAL-BRED RACES

Provided that sufficient horses within the following classifications are available upon the grounds or on other grounds which furnish horses for racing at the 2022 Fall Meet, 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 the 2022 Fall Meet, and will, in addition, use reasonable efforts to increase the average to 2.6 maiden races per day.

It is also understood and agreed that TRACK will use its best efforts to provide one (1) race on each racing day for Cal-Breds, as provided for and in accordance with Rule 1813 of the California Horse Racing Board 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.

A Cal-Bred overnight race shall not be opened up in the event there is a minimum of seven (7) betting interests entered as Cal-Bred horses provided that such horses are stabled on the grounds of Del Mar or another approved auxiliary offsite stabling facility in Southern California, provided further that when six (6) horses are entered in a Cal-Bred allowance or Cal-Bred overnight stakes race under six (6) separate wagering interests, such races shall be considered filled and shall run.

The provisions of Article XI relating to listing the names of the horses that did enter shall also apply.

XIII.
STALL ASSIGNMENTS

TRACK shall during the 2022 Fall Meet provide a minimum of 700 stalls and horse pens 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 or membership of any owner in TOC, or for any reason not associated with the criteria listed below in this paragraph. 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 TOC shall then believe the claim to have merit, it shall then be entitled to present the merits of the grievance on behalf of such owner to TRACK.

TRACK agrees to use its best efforts to provide stalls to horses that are in a condition to train and run at the 2022 Fall Meet. Stalls will be allocated and made available, without charge, to those thoroughbred horses for which TRACK's Racing Secretary has approved stalls. 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.

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 and taking into consideration the character of the Meet contemplated to be held by TRACK and the horses suitable for the holding of such race meet.

TRACK shall not allocate more than forty (40) stalls to any one trainer. Following allocation of stalls which shall not exceed forty (40) to any one trainer, should there be availability TRACK may allocate space for up to ten (10) pens per trainer (pens will be owned and provided for by trainer). If TRACK determines 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. 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.

TRACK agrees that its stalls will be ready, available, and allocated, and the main track will, with respect to the 2022 Fall Meet, be open, available, and in condition for training at no charge to horsemen at least five (5) days prior to the opening of the 2022 Fall Meet.

TRACK agrees that it will provide the following: stalls available by November 6; main track available November 7.

TRACK agrees that the main track will be open, available and in condition for training at no charge to horsemen for at least two (2) days following the close of the 2022 Fall Meet.

XIV.
HOLDING (TRANSIT) BARN

TRACK agrees that it will regularly clean and maintain the Holding (Transit) barn used for horses shipping in to run at the 2022 Fall Meet.

XV.
FIRST POST TIME

All Post times for the 2022 Fall Meet must be submitted for approval of the CHRB in TRACK's initial application for license. Any changes in Post time following the opening of the 2022 Fall Meet must be submitted concurrently to CHRB and TOC.

XVI.
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 California Horse Racing Board; 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.

XVII.
STABLING AT AND VANNING FROM AUXILIARY STABLING FACILITIES

TRACK shall, at least sixty (60) days prior to the opening of its 2022 Fall Meet, notify the California Horse Racing Board and TOC which approved auxiliary offsite stabling facilities in Southern California 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 and so long as each facility is recognized as an approved year-round training facility by the CHRB.

TRACK agrees it will provide auxiliary stall applications for horses to be stabled at auxiliary stabling facilities well in advance of the opening of TRACK's Race Meeting. Unless otherwise agreed, said auxiliary stalls shall be made available without cost to horsemen, pursuant to Section 19535 of the California Horse Racing Law.

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.

XVIII.
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.

XIX.
ANTI-MONOPOLY PROVISION

TRACK acknowledges TOC's interest in assuring that horsemen will, during the 2022 Fall Meet, 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.

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. Accordingly, 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, provided that TOC will be given a minimum 24-hour prior written notice by TRACK that a particular serviceman, supplier or vendor will be denied further access or privileges to TRACK grounds or property. Notwithstanding anything to the contrary herein, horsemen shall have the right to use their own hot-walking machines or acquire hot-walking machines from any source they may determine.

XX.
CREDENTIALS

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, or whose horse has competed or is scheduled to compete at the 2022 Fall Meet. Track and Stable area access will be in accordance with COVID-19 response protocols and government regulations.

TRACK further agrees to issue to all TOC Board members, its President, and its Executive Director, “official” credentials for the 2022 Fall Meet, including but not limited to, an “official” credential and Turf Club, or equivalent, guest pass. All other TOC authorized personnel, up to a maximum of five (5) shall receive an "official" credential. Track and Stable area access will be in accordance with COVID-19 response protocols and government regulations.

XXI.
TRAINING FACILITIES

At all times during the 2022 Fall Meet, TRACK will cause the main track to be open at 5:30A.M. and to remain open until 9:30 A.M. every day of the week.

It is the intent of TRACK and TOC that the main track will be maintained by TRACK in good and safe condition (except in the event of a water shortage or other unforeseen conditions of which TRACK has notified the TOC) and be available for training seven (7) days a week on each day horses are stabled at TRACK.

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 Meet. 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 injured persons, in each case including a driver.

TRACK agrees, while horses are stabled at TRACK during its 2022 Fall Meet, to have a manned, operating starting gate for training on the main track six (6) days per week.

XXII.
OWNERS' PROPRIETARY RIGHTS

TRACK agrees that should it desire to utilize the name, image, or likeness of a particular horse for a promotional or commercial purpose, other than the promotion of live racing or simulcasting, and wagering on the outcome thereof, *e.g.* the sale of merchandise bearing the name or likeness of a horse, TRACK shall contact the individual owner or owners of said horse and obtain their consent, and if necessary and appropriate, reasonably compensate said owner or owners for the use of such name, image, or likeness.

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 California Horse Racing Board'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.

TOC, on behalf of all owners participating in TRACK's 2022 Fall Meet, consents to TRACK's use of the collective image for the purpose of promoting, simulcasting, televising, and/or the rebroadcasting of races occurring at the 2022 Fall Meet. 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 Federal Interstate

Racing 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 Security and Licensing Committee within two (2) weeks after determination that the issue cannot be amicably resolved.

TOC, on behalf of all owners participating in TRACK's 2022 Fall Meet, 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 simulcast locations.

XXIII.
RACE SPONSORSHIPS

TRACK and TOC recognize and agree that race sponsorships are, and continue to be, an important potential source of ancillary revenue and barter. The parties further agree that each wishes to do all it can to attract and satisfy sponsors as a means to ensure that actual and potential sponsors assess such investment as valuable and consistent with their business objectives.

Additionally, TRACK and TOC believe that a fair and equitable division of race sponsorship revenue and barter serves their best interests, and the industry as a whole. Accordingly, TRACK shall pay to purses or TOC the following:

> An amount equal to at least one-half of the compensation exchanged, paid to, or earned by TRACK from any sponsor or other entity in consideration for which the sponsor or designated third-party receives the right, whether exclusively or in conjunction with another, to have its name, logo or other identification associated with one or more races conducted at TRACK, whether as an entitled or “presented by” sponsorship.

XXIV.
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.*

XXV.
INTERSTATE SIMULCASTING (EXPORT)

TOC's consent to interstate simulcasting is required in accordance with the Federal Interstate Racing Act of 1978. TRACK has requested the consent of TOC to simulcast the races specified on Exhibit “C.” TOC consents to the simulcast of the specified races in accordance with the terms and conditions of TOC's consent letters.

TRACK and TOC understand that TRACK may, subsequent to the execution of this Agreement, request TOC's consent to simulcast additional races to other interstate satellite locations. TRACK and TOC agree that this Agreement may be amended from time to time pursuant to letter agreement executed by TRACK and TOC. Said amendment shall include TRACK's request to simulcast to additional satellite locations and TOC's consent thereto. Each request by TRACK shall state the satellite location and the address thereof, the race(s) which TRACK desires to simulcast (in detail, for example, special races, full cards, etc.), the type of races conducted at the simulcast location, for example, quarter horse racing, standardbred racing, dog racing, thoroughbred racing or mixed meets, (TRACK shall indicate if there is no live racing at the simulcast location) and the consideration that TRACK will receive for simulcasting such race(s). Unless otherwise agreed upon, such consideration shall, after payment of California license fees and breeders' awards, be shared equally for purses and commissions. TOC agrees to use reasonable efforts to respond to each request by TRACK within seventy-two (72) hours after receipt of such request by TOC, excluding Saturdays and Sundays.

As a condition of TOC's consent for TRACK to provide the audio-visual signal of its races to locations which engage in phone and/or internet wagering, herein called "ADW" wagering, TRACK shall take all reasonable steps to identify by percentages the handle source. As a further condition of TOC's consent, TRACK must request each location that engages in ADW wagering to obtain from its tote vendor the breakdown by percentage of such locations' daily handle as between ADW wagers and other than ADW wagers. This information shall be provided to TRACK and TOC within 10 days following the commencement of TRACK's meet and the balance of such information within 10 days following the close of TRACK's meet.

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.

XXVI.
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 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 immediately following consummation thereof contents of oral 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 provisions of the California *Business and Professions Code*.

XXVII.
INTERNATIONAL SIMULCASTING (EXPORT)

TRACK has requested the consent of TOC to the international simulcast of its races as listed on Exhibit "D." TOC consents to the simulcast of the races listed on Exhibit "D."

With respect to international simulcast races, the compensation, if any, paid to TRACK shall be divided equally between commissions for and purses at TRACK.

TRACK and TOC understand that TRACK may, subsequent to the execution of this Agreement, request TOC's consent to simulcast additional races to other foreign satellite locations. TRACK and TOC agree that this Agreement may be amended from time to time pursuant to letter Agreement executed by TRACK and TOC. Any amendments to Exhibit "D" must comply with the provisions outlined in Article XXIV.

XXVIII.
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 immediately following consummation thereof contents of oral agreements and copies of written agreements with out-of-country locations from which 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.*

XXIX.
INTRASTATE ADVANCE DEPOSIT WAGERING ("ADW")

TRACK has requested the consent of TOC to the simulcast of races conducted at TRACK during its 2022 Fall Meet for the purposes of intrastate advance deposit wagering by and/or wagering instructions to California licensed advance deposit wagering providers as listed on Exhibit "E." TOC consents to the simulcast of the specified races for the purposes of intrastate advance deposit wagering in accordance with the terms and conditions of TOC's consent letters, and pursuant to California Business & Professions Code, section 19604(b)(1)(C) and the Interstate Horseracing Act, 15 USC 3001, et. seq.

In addition to any other terms set forth in the consent letters or otherwise required by law, TOC conditions its consent to the acceptance of advance deposit wagers and/or wagering instructions by approved California licensed ADW providers from California residents on Thoroughbred races conducted at TRACK during its 2022 Fall Meet as follows:

1. The contractual compensation received by any such provider does not exceed five percent (5%) of handle directly derived by such wagering or wagering instructions facilitated by that provider;

2. Approved ADW providers' "broadcast partners" agree to pay and/or to accept no more than two percent (2%) from other approved California licensed ADW providers as compensation for the broadcast or televising of races conducted at TRACK during its 2022 Fall Meet, as negotiated and agreed to by both TRACK and TOC;

3. Approved ADW providers shall enter into agreement with CHRIMS to deliver on a timely basis such information as is necessary to comply in all respects with the reporting requirements of Section 19604(d)(2)(D) of the California Horse Racing Law and in doing so shall submit daily data files as required by Section 19604(c) of the California Horse Racing Law. CHRIMS shall receive a fee for services as agreed by the parties. In the event an ADW provider does not enter into said agreement with CHRIMS, the ADW provider shall comply with the items #4 - #6 below; otherwise, items #4 - #6 shall not apply.

4. Approved ADW providers agree to disclose to CHRIMS, in a timely fashion and a form reasonably acceptable to CHRIMS, its respective ADW wagering handle information;

5. Approved ADW providers agree that all costs associated with such CHRIMS disclosures, and/or the preparation and submission of such information and the audit thereof as set forth herein, are to be borne individually by each provider; and,

6. Approved ADW providers agree that the audit and disclosure requirements referred to in sections XXIX (4) and (5) immediately above are as follows:

    A. Providers shall be required to undergo an annual pari-mutuel audit prepared in accordance with GAAP of their California wagering operations including, but not limited to, all wagers placed by California residents on horse races, and by out-of-state residents on California horse races;

    B. Providers shall be required to provide an end-of-meet pari-mutuel audit report similar in scope and detail to that required of and submitted to pari-mutuel auditors relating to wagers placed at a licensed California racing association and/or satellite facility;

    C. The end-of-meet audits required shall be "agreed upon procedures audits," which include, but are not limited to:

        (i) Disclosure of all hub fee rate schedules executed with a California racing association and/or horsemen's organization, and a provider to CHRIMS prior to the opening of each California race meet;

        (ii) For wagers placed in California on races conducted out-of-state, disclosure of any and all host fee rates to be deducted from takeout for out-of-state racing interests to CHRIMS, and to all California racing associations and horsemen's

organizations affected by the deduction prior to the acceptance of wagers in California on such races. Said disclosure shall set forth such rates in the data format reasonably prescribed by CHRIMS, and shall include a copy of the applicable rate page from any executed agreement between an out-of-state race association and provider;

(iii) Disclosure of all host fee rates to be paid to California racing associations and horsemen's organizations on wagers placed on California races by non-California residents to CHRIMS, and to all California racing associations and horsemen's organizations authorizing and/or approving such wagers seven days prior to the opening of the affected California race meet. Said disclosure shall set forth such export host fee rates in the data format reasonably prescribed by CHRIMS, and shall include a copy of the rate page from the executed agreement between the host track and provider;

(iv) The provider shall provide true, complete, and correct industry standard TRA Settlement and TAW data files, pertaining to all wagers placed by California residents and wagers placed by non-California residents on races conducted in California, to CHRIMS on a daily basis by 8:00 a.m. Pacific Time following the day of the event. Additionally, if requested to do so, provider shall also disclose and provide a true, complete, and correct copy of all such files on a weekly basis to affected California racing associations and horsemen's organizations. Such disclosure, files, and/or documentation shall include, but is not limited to, the date of all relevant wagers, corresponding TRA code, pool, conventional and exotic takeout, positive breakage, negative breakage, runner pay, postal code, off time, and breed; If during the term of this Agreement, the "TRA Account Wagering File" becomes the industry accepted ADW wagering data file format, then provider shall disclose and provide true, complete, and correct copies of said file, pertaining both to wagers placed by California residents and wagers placed by non-California residents on races conducted in California, to CHRIMS daily in lieu of providing both the "TRA Data File" and the California Account Wagering File; and,

(v) A detailed breakdown of the distribution of takeout for any wager placed outside of California on a race conducted in California.

(vi) Provider shall each remit to CHRIMS a monthly data fee of $2,000.00. Said data fee paid by provider may be increased to cover the reasonable costs to CHRIMS resulting from any recalculation, data handling, or reprogramming necessitated by the failure of provider to submit data as set forth hereinabove. Additionally, said monthly data fee may be increased upon the mutual consent of Provider and CHRIMS.

XXX.
DAILY FANTASY SPORTS

TOC contends that Daily Fantasy Sports 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 and TOC agree that 50% of any revenues generated from Daily Fantasy Sports Contests will be distributed to the purse account.

XXXI.
FIRE AND DISASTER INSURANCE

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.

The obtaining of a fire and disaster policy by TRACK does not in any way preclude the individual owner or trainer from taking individual legal action against the TRACK that the owner or trainer deems appropriate, or to prevent the owner or trainer from seeking legal action against the TRACK directly as a consequence of any acts, conduct, negligence, or other occurrence attributable to TRACK.

The amount recovered by an owner under this insurance policy shall be credited as an offset to any liability of TRACK toward the recovery of such owner from TRACK.

XXXII.
TOC COVENANTS

During the term of this Agreement and as long thereafter 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 while this Agreement is in force and effect, 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

XXXIII.
TRACK COVENANTS

During the term of this Agreement and as long thereafter 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 at TRACK's 2022 Fall Meet 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.

XXXIV.
MUTUALITY

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.

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 facilities, racing surfaces, racing schedule, or conditions affecting the backstretch. In the interest of promoting public good toward thoroughbred racing, TRACK will provide to TOC TRACK's application for racing license at least ten (10) calendar days prior to its submission to the California Horse Racing Board.

A Horsemen Management Committee may be created, composed of such members of the TOC and CTT as they may designate and the President and/or General Manager, the Racing Secretary, 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.

XXXV.
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 prevailing party shall be entitled to its cost of suit, including a reasonable attorney's fee.

XXXVI.
INCONSISTENT LANGUAGE

When the language in the Condition Book, Stall Application, Stakes Nomination Forms, 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 the Purse Agreement, the language in the Purse Agreement shall control.

XXXVII.
FUTURE RACE MEET AGREEMENTS

TOC will submit a Race Meet Agreement for the Next Year Meet to TRACK at least three (3) months prior to the first (1st) day of the Next Year Meet. TRACK shall notify TOC within 21

days of receipt of the Race Meet Agreement for the Next Year Meet of any specific objections of TRACK to such Race Meet Agreement. If TRACK notifies TOC of objections to the Race Meet Agreement for the Next Year Meet, then TOC and TRACK shall meet within 14 days thereafter in good faith effort to reach agreement on the Race Meet Agreement for the Next Year Meet and, if no such agreement can be reached within 30 days after receipt of the original objections TOC and TRACK shall submit such objections for hearing before the CHRB pursuant to Article XXXI herein.

XXXVIII.
NOTICES

Notices required to be given under this Assignment shall be sent by certified mail, return receipt requested, postage prepaid as follows:

(a) If to TRACK: Mr. Thomas S. Robbins
Executive Vice President, Racing
Del Mar Thoroughbred Club
P.O. Box 700
Del Mar, CA 92014 -0700

(b) If to TOC: Ms. Jordyn B. Egan
Executive Director
Thoroughbred Owners of California
285 W. Huntington Drive
Arcadia, CA 91007

XXXIX.
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 California Horse Racing Board).

XL.
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 hereto. 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.

XLI.
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.

XLII.
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 hereto shall not be deemed to waive or abridge any rights, claims or privileges following such termination.

DEL MAR THOROUGHBRED CLUB

8/27/22 — Josh Rubinstein

Dated: 8/27/22

Mr. Josh Rubinstein
Chief Operating Officer

THOROUGHBRED OWNERS OF CALIFORNIA, INC.

Jordyn Egan

Dated:

Ms. Jordyn B. Egan
Executive Director

EXHIBIT A
2022 DEL MAR FALL STAKES SCHEDULE*

		2022 DEL MAR FALL STAKES Tentative			
CLOSE DATE	RUN DATE	RACE	AGE	DISTANCE	2022 VALUE
3-Nov	11-Nov	Let it Ride Stakes N/W S/S of $60,000 at 1 M o/o since April 1	3 YO	1 mile Turf	$75,000
3-Nov	12-Nov	Kathryn Crosby Stakes N/W S/S of $60,000 at 1 M o/o since April 1	F/M 3 & up	1 mile Turf	$75,000
3-Nov	13-Nov	Betty Grable Stakes	F/M 3 & up (CA)	7 furlongs	$100,000
10-Nov	19-Nov	Desi Arnaz Stakes	F, 2YO	7 furlongs	$100,000
10-Nov	19-Nov	Cary Grant Stakes	3 & up (CA)	7 furlongs	$100,000
10-Nov	20-Nov	Bob Hope Stakes- Grade III	2 YO	7 furlongs	$100,000
10-Nov	24-Nov	Red Carpet Stakes- Grade III	F/M 3 & up	1 3/8 miles Turf	$150,000
17-Nov	25-Nov	Hollywood Turf Cup - Grade II	3 & up	1 1/2 miles Turf	$250,000
17-Nov	26-Nov	Seabiscuit Handicap- Grade II	3 & up	1 1/16 miles Turf	$250,000
17-Nov	27-Nov	Native Diver Stakes- Grade III	3 & up	1 1/8 miles	$150,000
24-Nov	3-Dec	Jimmy Durante Stakes- Grade III	F, 2 YO	1 mile Turf	$100,000
24-Nov	3-Dec	Hollywood Derby- Grade I	3 YO	1 1/8 miles Turf	$400,000
24-Nov	3-Dec	Stormy Liberal Stakes	3 & up	5 furlongs Turf	$100,000
24-Nov	4-Dec	Cecil B. DeMille Stakes - Grade III	2 YO	1 mile Turf	$100,000
24-Nov	4-Dec	Matriarch Stakes- Grade I	F/M 3 & up	1 mile Turf	$400,000
					$2,450,000
				Less O/N Stakes	150,000
				Less Cal Funds	40,000
				Less NES Fees(est.)	310,000
				Net Purses:	$1,950,000

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EXHIBIT B
2022 DEL MAR FALL OVERNIGHT PURSE SCHEDULE*

		2021 FALL Overnight Purse Schedule		2022 Overnight Proposed Purse Schedule	
		SHORT/LONG	TOC/CTBA $	SHORT/LONG	TOC/CTBA $
O/STK		$100,000	30,000	$100,000	30,000
$ALW		$76,000	22,800	$76,000	22,800
3X		$76,000	22,800	$76,000	22,800
2X		$74,000	22,200	$74,000	22,200
1X		$72,000	21,600	$72,000	21,600
$50,000		$55,000	6,600	$55,000	6,600
$40,000		$47,000	5,640	$47,000	5,640
$32,000		$45,000		$45,000	
$25,000		$39,000		$39,000	
$25,000 NW2		$28,000		$28,000	
$20,000		$33,000		$33,000	
STR/16,/Year		$32,000		$32,000	
$16,000		$30,000		$30,000	
$16,000 NW2		$25,000		$25,000	
$16,000 NW3		$28,000		$28,000	
$12,500		$28,000		$28,000	
$10,000		$25,000		$25,000	
$8,000		$23,000		$23,000	
Str $50,000 < NW 2		$38,000	4,560	$38,000	4,560
MSW		$70,000	21,000	$70,000	21,000
MDN/$100,000					
MDN/$80,000		$44,000		$44,000	
MDN/$62,500		$40,000		$40,000	
MDN/$50,000		$36,000		$36,000	
MDN/$40,000		$31,000		$31,000	
MDN/$32,000		$27,000		$27,000	
MDN/$20,000		$25,000		$25,000	

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EXHIBIT C
INTERSTATE SIMULCAST AGREEMENTS

To be provided

EXHIBIT D
INTERNATIONAL SIMULCAST AGREEMENTS

To be provided

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EXHIBIT E
APPROVED ADW PROVIDERS

To be provided

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EXHIBIT F
FIRE AND DISASTER INSURANCE

Attached hereto.

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EXHIBIT G
MEDICATION REFORMS

Attached hereto.

EXHIBIT H

Del Mar Thoroughbred Club
Summary of 2021 Actual and Estimated 2022 Summer Purses and Under/(Overpayment)
8/25/22

Purse Generation	2021 Actual	2022 Projection	2022 vs 2021	Original Exh H 2022 Projection
Live				
On-track	3,714,940	4,147,696		3,909,837
ITW	1,462,471	1,540,107		1,518,745
Cal ADW	2,619,207	2,577,172		2,710,525
Brick & Mortar OOS	6,934,622	7,629,042		6,670,162
ADW OOS	3,397,190	3,538,372		3,412,260
Total Live	**18,128,431**	**19,432,389**	1,303,958	18,221,529
Import				
On-track	163,077	155,562		153,101
ITW	1,519,804	1,509,308		1,553,020
Cal ADW	1,647,263	1,431,863		1,642,285
Total Import	**3,330,144**	**3,096,733**	(233,411)	3,348,406
North				
On-track	44,735	21,848		50,676
ITW	345,080	202,433		358,218
Cal ADW	196,862	89,320		203,510
Total North	**586,676**	**313,601**	(273,075)	612,404
Separate Pool/Proxy	144,468	138,158	(6,310)	110,000
Excess SCOT Expense Fund	1,082,743	657,462	(425,281)	540,000
AB 480	717,365	566,331	(151,035)	680,000
Prior Year CHRB Surplus/(shortfall)	45,172	84,169	38,997	-
PY Outs	34,322	177,008	142,686	70,000
Ship & Win	(774,534)	(968,168)	(193,634)	(900,000)
Other:MSCB Bonus, Excess Co Op, ADW rebate	(321,217)	(254,100)	67,117	(304,500)
Total Generation	22,973,571	23,243,584	270,014	22,377,839
TOC/CTT/Backstretch pension/NTRA	529,968	537,802	7,834	511,430
Net purses due	**22,443,602**	**22,705,782**	22,705,782	21,866,409
Purses				
Overnights	13,792,776	16,100,000		15,800,000
Starter fees	506,160	575,000		500,000
TOC Cal Bred Bonus	146,086	175,000		175,000
Stakes	5,660,750	6,300,000		6,350,000
Total purse paid	**20,105,772**	**23,150,000**	3,044,228	22,825,000
Summer Under/(Overpayment)- w/o prior yr underpayment	2,337,830	(444,218)		(958,591)

	2021 Under/(over)	Proj'd 22 Under/(over)
Underpayment Beginning of year	2,144,518	3,848,274
Summer underpay	2,337,830	(444,218)
Fall overpayment	(634,075)	(991,893)
Projected end of year underpayment	3,848,274	2,412,163
ADW special funding Beginning year	0	1,365,429
2021 ADW special funding	1,365,429	
2022 ADW special funding		964,124
ADW special funding End of year	1,365,429	2,329,552
Purse and ADW funding underpayment	5,213,702	4,741,715

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STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE PACIFIC RACING ASSOCIATION AT GOLDEN GATE FIELDS, COMMENCING OCTOBER 19, 2022, AND CONTINUING THROUGH DECEMBER 20, 2022

Regular Board Meeting
October 20, 2022

Application: Pacific Racing Association at Golden Gate Fields

Breeds: Thoroughbred

Board Allocated Dates: Grey/shaded **Racing Dates:** Blue/shaded, bold

October 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					

November 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			

December 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

Required Information	Status	Comments	CHRB Rule/Law
Off-Site Auxiliary Stabling	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Auxiliary stabling not utilized.	Rule 1420(q)
Stabling and Vanning Agreement	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Not required as auxiliary stabling not utilized.	BPC 19607.1

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Fire Clearance	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Albany and Berkeley fire clearances valid through 1/10/23; request for exemption from 45-day provision of Rule 1927 received on 7/21/22.	Rule 1927
Backstretch Inspection	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Completed 08/13/22; Report received 8/15/22.	Rule 2102
Track Safety Inspection	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Completed 09/01/22; Report received 09/03/22.	Rule 1471(g)
Inclement Weather Plan	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Consistent with CHRB guidelines – received letter of adoption on 7/21/22.	Rule 1432
Workers' Compensation Insurance	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Liberty Mutual — valid 6/30/22–6/30/23.	Rule 1501
Horsemen's Race Meet Agreements	☐ Accepted ☐ Follow Up Required ☒ Outstanding	**Thoroughbred Owners of California** – Received 09/01/22. **California Thoroughbred Trainers Association** – Outstanding. Addressed in missing items letter.	Rule 2044
Wagering Information	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 269–272, 275, 278–282	BPC 19599
Emergency and Security	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 291–309	BPC 19481.3
Veterinary Services	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 275–278	Rule 1481 Rule 1840 Rule 1841
ADW Providers and Horsemen's Approvals	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 282–284	BPC 19604 19604(b)(1)(C)

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Fire Clearance	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Albany and Berkeley fire clearances valid through 1/10/23; request for exemption from 45-day provision of Rule 1927 received on 7/21/22.	Rule 1927
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Wagering Information	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 152–155, 158, 161–165	BPC 19599
Emergency and Security	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 174–192	BPC 19481.3
Veterinary Services	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 158–161	Rule 1481 Rule 1840 Rule 1841
ADW Providers and Horsemen's Approvals	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 165–167	BPC 19604 19604(b)(1)(C)

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Administrative Review	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Secretary of State Filing Current Financial Statements Reviewed Statistics Report Reviewed Active Licenses Verified Deposit Received Required Signatures Obtained 1581 Agreement Reviewed	Rule 1439 Rule 1470 Rule 2046 Rule 1481 BPC 19490 Rule 1433 Rule 1437 Rule 1581

RECOMMENDATION: Staff recommends approval after (1) outstanding item is addressed: horsemen's race meet agreements. The application as submitted satisfactorily meets all other requirements for licensure.

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GOLDEN GATE FIELDS

August 17, 2022

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") 2022 Fall 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 September Board meeting. PRA will inform CHRB staff in the event any unforeseen issues are encountered.

2. 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

Eric Sindler

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GOLDEN GATE FIELDS

August 18, 2022

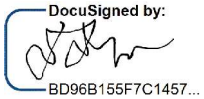
Mr. Scott Chaney
Executive Director
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

Re: Jockey Concussion Protocols

Dear Mr. Chaney,

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

Sincerely,



David Duggan

DocuSign Envelope ID: F6F919F3-6DA4-4F53-85E3-3D8C39270C9C

GOLDEN GATE FIELDS

July 15, 2022

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,

DocuSigned by:
BD96B155F7C1457...
David Duggan

STATE OF CALIFORNIA
CALIFORNIA HORSE RACING BOARD
APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING
CHRB-17 (Rev 7/21)

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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 association's 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: Thoroughbred ☒ Quarter Horse ☐ Harness ☐

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.

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, that 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, that 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 ninety (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: October 19, 2022 - December 20, 2022

B. Actual dates racing will be held: October 21-23; 28-30, Novermber 4-6; 11-13; 18-20; 24-27, December 2-4 and 9-11

C. Total number of days or nights of racing: 25

D. Days or nights of the week races will be held:
Wednesday – Sunday ☐ Tuesday – Saturday ☐ Other (specify) ☒

CHRB CERTIFICATION

Application received:	**Hearing date:**
Deposit received:	**Approved date:**
Reviewed:	**License number:**

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E. Number of days or nights of racing per week: 3 days per week Friday through Sunday.
Racing on Thursday, November 24th

3. RACING PROGRAM

A. Total number of races: 207-273

B. Number of races for each day or night: 7-9 on weekdays; 9-12 races on Weekends/Holiday

C. Total number of stakes races: 9

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.

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, which racing colors are to be used?

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

Race Number/Post Time Daily
1st 12:45 p.m. 2nd 1:15 p.m. 3rd 1:45 p.m. 4th 2:15 p.m. 5th 2:45 p.m. 6th 3:15 p.m. 7th 3:45 p.m. 8th 4:15 p.m. 9th 4:45 p.m. 10th when applicable 5:15 p.m. 11th when applicable 5:45 p.m. 12th when applicable 6:15 p.m.

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.

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GGF STAKES FALL 2022-2021-2020

PRA/GGF FALL 2022
October 21 - December 11, 2022
STAKES SCHEDULE

PIKE PLACE DANCER
$75,000 Guaranteed
(Includes $25,000 CBRF supplement)
Fillies 2 yo- 1 Mile (Turf)
Saturday, October 29, 2022

JOSEPH T. GRACE
Overnight Stakes
$50,000 Added (plus up to $15,000 to Cal-Breds)
3 yo & up - 1 1/16 Miles (Turf)
Saturday, November 05, 2022

GOLDEN NUGGET
Overnight Stakes
$50,000 Added (plus up to $15,000 to Cal-Breds)
2 yo - 6 Furlongs
Saturday, November 12, 2022

OAKLAND
Overnight Stakes
$50,000 Added (plus up to $15,000 to Cal-Breds)
3 yo & up - 6 Furlongs
Saturday, November 19, 2022

GOLDEN GATE DEBUTANTE
Overnight Stakes
$50,000 Added (plus up to $15,000 to Cal-Breds)
Fillies 2 yo - 6 Furlongs
Friday, November 25, 2022

BERKELEY HANDICAP - GIII
$100,000 Guaranteed
3 yo & up - 1 1/16 Miles
Saturday, November 26, 2022

GOLD RUSH
$75,000 Guaranteed
2 yo - 1 Mile
Saturday, December 03, 2022

BEAR FAN
$75,000 Guaranteed
(Includes $25,000 CBRF supplement)
Fillies & Mares 3 yo & up (Cal-Breds) - 6 Furlongs
Saturday, December 10, 2022

MISS AMERICA
Overnight Stakes
$50,000 Added (Plus $15,000 to Cal-Breds)
Fillies & Mares 3 yo & up - 1 1/16 Miles (Turf)
Sunday, December 11, 2022

PRA/GGF FALL 2021
October 21 - December 12, 2021
STAKES SCHEDULE

PIKE PLACE DANCER
$75,000 Guaranteed
(Includes $25,000 CBRF supplement)
Fillies 2 yo- 1 Mile (Turf)
Saturday, October 30, 2021

JOSEPH T. GRACE
Overnight Stakes
$50,000 Added (plus up to $15,000 to Cal-Breds)
3 yo & up - 1 1/16 Miles (Turf)
Saturday, November 06, 2021

GOLDEN NUGGET
Overnight Stakes
$50,000 Added (plus up to $15,000 to Cal-Breds)
2 yo - 6 Furlongs
Saturday, November 13, 2021

OAKLAND
Overnight Stakes
$50,000 Added (plus up to $15,000 to Cal-Breds)
3 yo & up - 6 Furlongs
Saturday, November 20, 2021

GOLDEN GATE DEBUTANTE
Overnight Stakes
$50,000 Added (plus up to $15,000 to Cal-Breds)
Fillies 2 yo - 6 Furlongs
Friday, November 26, 2021

BERKELEY HANDICAP - GIII
$100,000 Guaranteed
3 yo & up - 1 1/16 Miles
Saturday, November 27, 2021

GOLD RUSH
$75,000 Guaranteed
2 yo - 1 Mile
Saturday, December 04, 2021

BEAR FAN
$75,000 Guaranteed
(Includes $25,000 CBRF supplement)
Fillies & Mares 3 yo & up (Cal-Breds) - 6 Furlongs
Saturday, December 11, 2021

MISS AMERICA
Overnight Stakes
$50,000 Added (Plus $15,000 to Cal-Breds)
Fillies & Mares 3 yo & up - 1 1/16 Miles (Turf)
Sunday, December 12, 2021

PRA/GGF FALL 2020
October 22 - December 13, 2020
STAKES SCHEDULE

PIKE PLACE DANCER
$75,000 Guaranteed
(Includes $25,000 CMC supplement)
Fillies 2 yo- 1 Mile (Turf)
Saturday, October 31, 2020

JOSEPH T. GRACE
Overnight Stakes
$50,000 Added (plus up to $15,000 to Cal-Breds)
3 yo & up - 1 1/16 Miles (Turf)
Saturday, November 07, 2020

GOLDEN NUGGET (cancelled due to COVID)
Overnight Stakes
$50,000 Added (plus up to $15,000 to Cal-Breds)
2 yo - 6 Furlongs
Saturday, November 14, 2020

OAKLAND (cancelled due to COVID)
Overnight Stakes
$50,000 Added (plus up to $15,000 to Cal-Breds)
3 yo & up - 6 Furlongs
Saturday, November 21, 2020

GOLDEN GATE DEBUTANTE (cancelled due to COVID)
Overnight Stakes
$50,000 Added (plus up to $15,000 to Cal-Breds)
Fillies 2 yo - 6 Furlongs
Friday, November 27, 2020

BERKELEY HANDICAP - GIII (cancelled due to COVID)
$100,000 Guaranteed
3 yo & up - 1 1/16 Miles
Saturday, November 28, 2020

GOLD RUSH (cancelled due to COVID)
$75,000 Guaranteed
2 yo - 1 Mile
Saturday, December 05, 2020

BEAR FAN (cancelled due to COVID)
$75,000 Guaranteed
(Includes $25,000 CBRF supplement)
Fillies & Mares 3 yo & up (Cal-Breds) - 6 Furlongs
Saturday, December 12, 2020

MISS AMERICA (cancelled due to COVID
Overnight Stakes
$50,000 Added (Plus $15,000 to Cal-Breds)
Fillies & Mares 3 yo & up - 1 1/16 Miles (Turf)
Sunday, December 13, 2020

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C. CORPORATION

1. Registered name of the corporation: Pacific Racing Association
2. State where incorporated: California
3. Registry or file number for the corporation: 480316
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), 0 Shares
   Greg Harnish, Secretary (Officer/Director), 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 which 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
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 publicly traded or privately held company that guarantees the obligation of the applicant? Yes ☐ No☒
      If no, proceed to section F. If yes, answer questions 10 through 17, below.
10. Registered name of the corporation:
11. State where incorporated:
12. Registry or file number for the corporation:
13. Names of all officers and directors, titles, and the number of shares of the corporation held by each:
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:
16. Are the shares listed for public trading? Yes ☐ No ☒
    If yes, on which 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:

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 foreign entities), titles, and the number of shares of the LLC held by each.

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5. Are the shares listed for public trading? Yes ☐ No ☒
   If yes, on which 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? Yes ☐ No ☒
      If no, proceed to section F. If yes, answer questions 7 through 12, below.
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

1. Name(s) of partners/sole proprietor: Not applicable
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 the following:

   - 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 (2) years' race meetings and Profit and Loss statement for projected year race meeting.
   - Statement of Changes in Equity—to include the changes of the applicant's 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 twelve (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:

Craig Fravel, President
Scott Daruty, Senior Vice President
Mike Rogers, Vice President, Operations
Greg Harnish, Assistant Secretary
Rebecca Neimark, Chief Financial Officer
David Duggan, Vice President & General Manager
Eric Sindler, Assistant Secretary & General Counsel, California Racing Operations
William Rizzuto, Assistant General Manager
Cynthia Seidl, Senior Manager of Administration
Doug Gooby, Mutuel Manager
Matt Dinerman, Announcer
Juan Meza, Track Superintendent
Steve Martinelli, Racing Secretary
William Vassar, Track Photographer
David Seftel, M.D., Track Physician

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):
David Duggan
Vice President and General Manager
1100 Eastshore Hwy
Berkeley, CA 94710
david.duggan@goldengatefields.com

5. TAKE OUT PERCENTAGE

A. 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?
Yes ☒ No ☐
If no, proceed to subsection 6. If yes, identify the wager and the proposed takeout percentage.
Wager(s) to be adjusted: Pick 5, Daily Double
Proposed percentage: 14%, 20 %

1. 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.

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 ten (10) percent nor more than twenty-five (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

A. Complete the table below, providing the last five (5) 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.

DocuSign Envelope ID: 97E78BE2-A13C-4D76-A8AB-B45FF8FA9423

July 18, 2022

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 fall race meet, October 19th through December 20, 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,

DocuSigned by:
David Duggan
BD96B155F7C1457...

David Duggan
Vice President & General Manager

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TOC
Thoroughbred Owners of California
Serving the California Thoroughbred Racehorse Owner

July 25, 2022

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

RE: Golden Gate Fields 2022 Fall 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 Fall meet from October 19, 2022 – December 20, 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,

Jordyn Egan

Jordyn B. Egan
Executive Director

cc: Eric Sindler
Cynthia Seidl

285 W. HUNTINGTON DR., ARCADIA, CA 91007 (626) 574-6620
CHAIRMAN: GARY FENTON
EXECUTIVE DIRECTOR: JORDYN EGAN
NORCAL DIRECTOR OF OPERATIONS: WAYNE ATWELL
SOCAL DIRECTOR OF OPERATIONS & MEMBER SERVICES: ELSA PERON

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July 25, 2022

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

RE: Golden Gate Fields 2022 Fall 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 Fall meet from October 19, 2022 – December 20, 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,

Jordyn Egan

Jordyn B. Egan
Executive Director

cc: Eric Sindler
Cynthia Seidl

285 W. HUNTINGTON DR., ARCADIA, CA 91007 (626) 574-6620
CHAIRMAN: GARY FENTON
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Year	Handle	Attendance
2021 (10/20/21-12/21/21)	$ 5,741,182.64	13,740 (24 live race days)
2020 (10/21-12/22/20))	$ 1,929.00	No Fans (13live race days)
2019 (10/16 – 12/17/19)	$ 9,339,848.46	41,209 (36 live race days)
2018 (10/17 – 12/18/18))	$ 10,686,120.31	45,987 (30 live race days)
2017 (10/18 – 12/19/17)	$ 11,396,960.70	50,548 (32 live race days)

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

A. Purse distribution:

1. All races other than stakes:
   Current meet estimate: $4,339,701
   Prior meet actual: $4,084,424

   Average Daily Purse (7A1 ÷ number of days):
   Current meet estimate: $173,588
   Prior meet actual: $170,184

2. Overnight stakes:
   Current meet estimate: $250,000
   Prior meet actual: $250,000

   Average Daily Purse (7A2 ÷ number of days):
   Current meet estimate: $10,000
   Prior meet actual: $10,417

3. Non-overnight stakes:
   Current meet estimate: $325,000 (does not include $25,000 cmc/cbrf supplement)
   Prior meet actual: $263,250

   Average Daily Purse (7A3 ÷ number of days):
   Current meet estimate: $13,000
   Prior meet actual: $10,969

4. Total Purses: (7A1 + 7A2 + 7A3)
   Current meet estimate: $4,914,701
   Prior meet actual: $4,597,674

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: 23%
   Prior meet actual: 28%

   Average Daily Purse (7B1 ÷ number of days):
   Current meet estimate: .92%
   Prior meet actual: 1.17%

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

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Current meet estimate: $614,593
Prior meet actual: $590,010

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:	
TOC (NTRA)	$3,338	TOC (NTRA contribution)	$ 3,204
TOC	$44,271	TOC	$42,500
CTT (Admin)	$22,135	CTT (Administration)	$ 21,250
CTT (Pension)	$44,271	CTT (Pension)	$42,500
Total:	$114,015	Total:	$109,454

E. Amount from all sources to be distributed in the form of purses or other benefits to horsemen (7A + 7C + 7D):
Current meet estimate: $5,643,309
Prior meet actual: $5,297,138

Average Daily Purse (7E ÷ number of days):
Current meet estimate: $225,732
Prior meet actual: $220,714

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: $1,500,207
Prior meet actual: $1,398,251

Average Daily Purse (7F ÷ number of days):
Current meet estimate: $60,008
Prior meet actual: $58,260

G. Purse funds to be generated from interstate handle:
Current meet estimate: $3,675,088
Prior meet actual: $3,425,325

Average Daily Purse (7G ÷ number of days):
Current meet estimate: $147,004
Prior meet actual: $142,722

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: craigbmiller@verizon.net

NOTICE TO APPLICANT: All funds generated and retained from on-track pari-mutuel handle that 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 three (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 that are obligated by law for distribution in the form of purses

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and breeders' awards shall also be deposited within three 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 that results in a balance remaining in the Paymaster of Purses' account at the conclusion of the meeting after distribution of amounts due to horsemen, 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.

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. State estimated cost to provide off-site stalls for this meeting. Show cost per day per stall. N/A

H. State 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 on-site during training hours, workouts, and racing for the association and auxiliary sites: Attached

1. Attach a schedule listing the dates and times that the racing veterinarian will be available on-site during training hours, workouts, and racing for the association and auxiliary sites.

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 (ARCI) Uniform Rules of Racing, Chapter 9, Pari-mutuel

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PRA /PRA II/GOLDEN GATE FIELDS
EQUINE EMERGENCY SERVICES

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

A.

VETERINARIAN	**EMERGENCY CONTACT #**
Dr. Casille Batten	510-559-7300
Dr. Karen Hassan	510-559-7300
Dr. Ken Allison	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. Kendall Cannon	510-559-7300

* Race day Lasix veterinarian

1. **GOLDEN GATE FIELDS VETERINARIAN SCHEDULE**

Mondays:	Closed
Tuesdays:	Morning Training - Dr.Karen Hassan
Wednesdays:	Morning Training - Dr. Casille Batten
Thursdays:	Morning Training - Dr. Casille Batten
Fridays:	Morning Training - Dr. Casille Batten
	Live Racing PM - Dr. Karen Hassan
Saturdays:	Morning Training - Dr. Casille Batten
	Live Racing PM -Dr. Casille Batten
Sunday:	Morning Training - Dr. Casille Batten
	Live Racing PM - Dr. Casille Batten

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Exhibit 9.1.A

Each practice has veterinarians available during training and racing; most of these actually have veterinarians available after training and on call for emergencies.

Drs. Batten and Hassan split duties and are present for monitoring during morning training at all times the track is open. Drs. Batten and Hassan cover racing – usually one in the chase truck and one in the winners circle.

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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; ARCI #VE
Race #1	See attached for wagering menu, bet minimum, rules, and additional wagering information.	
Race #2		
Race #3		
Race #4		
Race #5		
Race #6		
Race #7		
Race #8		
Race #9		
Race #10		
Race #11		
Race #12		
Race #13		

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. N/A

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, December 11, 2022 for the period of October 21, 2022 through December 11, 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

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.

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%

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			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

*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)[1] ; ARCI 004-105(G)(16)(b)(i)[2]	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).

[1] 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.
[2] Only if the request made in the letter dated July 20, 2022 is denied.

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GOLDEN GATE FIELDS

July 20, 2022

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 October 19, 2022 through December 20, 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

Eric Sindler

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Race #1	See attached wagering menu.
Race #2	
Race #3	
Race #4	
Race #5	
Race #6	
Race #7	
Race #8	
Race #9	
Race #10	
Race #11	
Race #12	
Race #13	

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
BetAmerica

B. Attach a copy of the agreement/contract with each ADW provider to be used for this race meeting.

C. Have the agreements/contracts 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. Will be forwarded 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 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.

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

July 25, 2022

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

RE: Golden Gate Fields 2022 Fall 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, TwinSpires, NYRA, BetAmerica, and Watch and Wager to accept wagers on PRA and other Thoroughbred races during the 2022 Fall race meeting, October 19, 2022 through December 20, 2022, as follows:

1. **California wagering on PRA races:**
   a. TVG, XpressBet, TwinSpires, and NYRA may deduct a Hub Fee of [redacted]% 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 [redacted]% 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 [redacted]% 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 [redacted]% 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, TwinSpires, and NYRA may deduct a Hub Fee of [redacted]% 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 [redacted]% 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 [redacted]% 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 [redacted]% 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, TwinSpires and NYRA shall pay a Host Fee of no less than [redacted]% of gross out-of-state handle wagered by out-of-state account holders, plus a [redacted]% California Purse Fee per SB 1072.
   b. BetAmerica and Watch and Wager shall pay a Host Fee of no less than [redacted]% of takeout (which includes a [redacted]% 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, Watch and Wager, and BetAmerica.

Very truly yours,

Jordyn Egan

Jordyn Egan
Executive Director

cc: Tom Varela, Scott Cheney

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Pari-Mutuel Satellite Supervisor Contact List - Day Meets

Southern California Locations:

Location	**Bakersfield-Firehouse** (minisatellite)
Address	7701 White Lane
City	Bakersfield, CA 93307

Location	**Cabazon-Fantasy Springs Casino**
Address	84-245 Indio Springs Drive
City	Indio, CA 92201

Location	**Commerce Casino Racebook** (minisatellite)
Address	6131 East Telegraph Road
City	Commerce, CA 90040

Location	**Fairplex Park**
Address	2201 North White Avenue
City	Pomona, CA 91768

Location	**Hollywood Park**
Address	3383 W. Century Blvd.
City	Inglewood, CA 90303

Location	**Lake Elsinore Hotel & Casino** (minisatellite)
Address	20930 Malaga Road
City	Lake Elsinore, CA 92530

Location	**Lake Perris-Sports Pavillion at The Farmer's Fair**
Address	18700 Lake Perris Drive
City	Perris, CA 92571

Location	**Lancaster-Watch and Wager, Antelope Valley Fair**
Address	2551 West Avenue - H
City	Lancaster, CA 93536

Location	**Los Alamitos**
Address	4961 Katella Avenue
City	Los Alamitos, CA 90720

Location	**National Orange Show-Sports Show**
Address	930 South Arrowhead Avenue
City	San Bernardino, CA 92408

Location	**OC Tavern Sports Bar and Grill** (minisatellite)
Address	2369 S. El Camino Real
City	San Clemente, CA 92672

Location	**Sammy's Original** (minisatellite)
Address	23221 Lake Center Drive
City	Lake Forest, CA 92630

Location	**Santa Anita**
Address	285 W. Huntington Drive
City	Arcadia, CA 91007

Location	**Santa Clarita** (minisatellite)
Address	21615 W. Soledad Canyon Road
City	Saugus, CA 91350

Location	**Surfside Race Place at Del Mar**
Address	2260 Jimmy Durante Blvd
City	Del Mar, CA 92014

Location	**Thousand Oaks -Tilted Kilt** (minisatellite)
Address	1345 E. Thousand Oaks Blvd.
City	Thousand Oaks, CA 91360

Location	**Ventura-The Derby Club**
Address	10 West Harbor Blvd.
City	Ventura, CA 93001

Location	**Victorville-San Bernardino Fair Sports Pavilion**
Address	14800 7th Street
City	Victorville, CA 92395

Location	**Viejas Casino & Turf Club**
Address	5000 Willows Road
City	Alpine, CA 91901

Location	**The Derby Room at Glen Arden Club** (minisatellite)
Address	357 Arden Avenue
City	Glendale, CA 91203

Commingled Locations

Exhibit 12D/E

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

Separate Pool Locations

Camarero (Puerto Rico)
Caymanas (Jamaica)
Chile
Codere (Mexico)
MIR Books (Caliente)
NDS Books (Nevada)
Suaposta (Brazil) ADW
Tabcorp (Australia)
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, Hiawatha, 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

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

F. California minisatellite wagering 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 indicate whether a full card will be accepted. If the full card will not be imported, state "selected feature and/or stakes races".

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 that 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 fifty (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 indicate 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
Los Alamitos	Per CHRB calendar	

I. For **STANDARDBRED** 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 indicate whether 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 that 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

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).

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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

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.

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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 provisions 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 three (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 wagering, and out-of-state wagering and that 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 three 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 wagering, 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 Business and Professions 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 twelve (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)	Cassille Batten, D.V.M., Karen Hassan D.V.M, Ashton Cloninger, D.M.V, Mike Parker D.V.M
Clerk of Scales	Kenneth Fowler
Clerk of the Course	Tina Walker Bryant
Film Specialist	N/A
Horse Identifier	Darrel Sparks
Horseshoe Inspector	Agustin Rayas
Paddock Judge	Linda Anderson
Patrol Judges	Jerry Stone
Placing Judges	Lisa Wilkerson
Starter	Todd Stephens
Timer	Sherrie Wolfe

B. Management officials in the racing department:

Director of Racing	N/A
Racing Secretary	Steve Martinelli

Assistant Racing Secretary N/A
Paymaster of Purses Lorieen Bailey
Others (identify by name and title)
Juan Meza (Main Track Superintendent)
Hugo Sandoval (Turf Track Superintendent)
Steve Martinelli (Price Maker)
Carrie Fawcett (Stable Superintendent)
Devon Dunham (Steward's Secretary/Horsemen Liaison)

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, 2022.

E. Indicate 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 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, 2022.

15. SECURITY CONTROLS

A. State the 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 is responsible for security on-site
Security Department organizational attached
Security Department phone number (510) 559-7551
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: 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.

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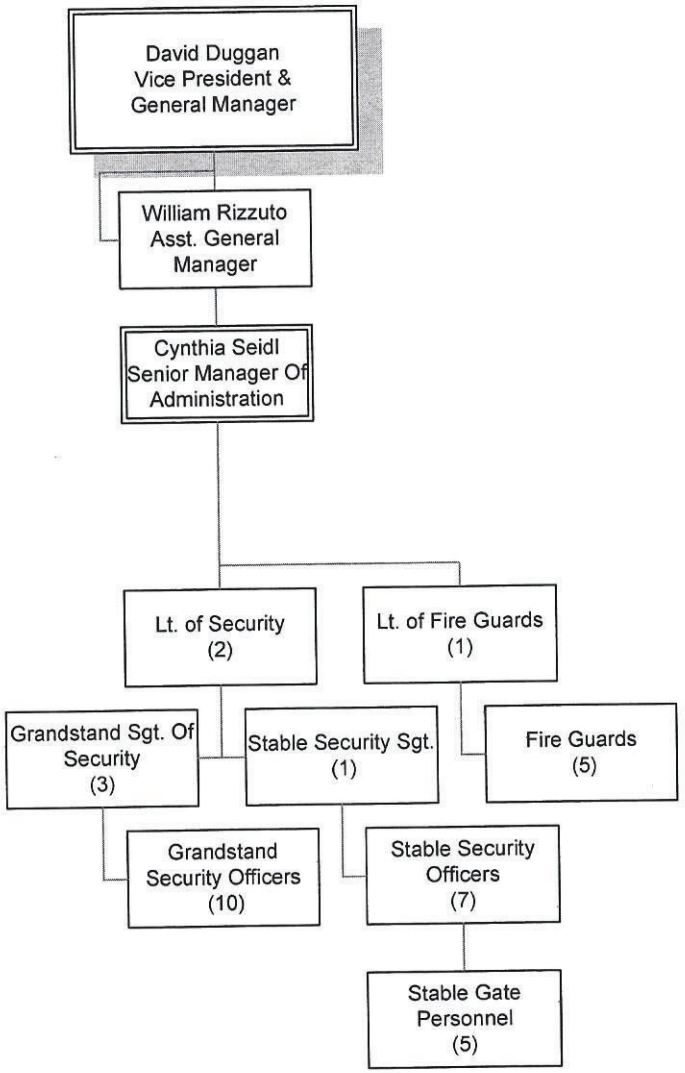
Attachment to PRA / Golden Gate Fields License Application
14 (E):

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



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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.

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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 Guards
   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 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.

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 equipment in the barn area upgraded by Geovision in June 2019. The camera equipment is connected to a digital recording system which is kept in a secured area with a power back-up in place. Stable Gate, Stable Security Office & Parking Lot surveillance include the following: Three (3) cameras are strategically placed to monitor all activities at the Main Stable Gate (2 cameras facing incoming and 1 camera facing outgoing), one (1) camera located on roof of Stable Security Office looking out into barn area, two (2) cameras in O/T parking lot parking lot, three (3) cameras installed at the horsemen walk-in gate providing 24/7 surveillance, and numerous cameras surveilling roadways, Racing Office, CHRB office, gap gate/chute, etc.

1. Location and number of video surveillance cameras for the detention stall and stable gate:

D. For night racing associations: Describe emergency lighting system.

16. EMERGENCY SERVICES

A. Name, address, and emergency telephone number of the ambulance service to be used during workouts and during racing: Medic Staffing LLC, Ulysses Controneo 440 Everette Street El Cerrito, Ca 94530 (510) 710-5157

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July 20, 2021

PACIFIC RACING ASSOCIATION/ GOLDEN GATE FIELDS
RACE TR.ACK EMERGENCY MEDICAL PROTOCOL

Golden Gate Fields has had a long term relationship with Ulysses Cotroneo Owner of Medic Staffing LLC 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.

MEDIC STAFFING LLC 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 Medic Staffing 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

Medic Staffing 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.

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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 of 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, Medic Staffing 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.

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LIVE RACING (P.M. SHIFT)

PLACEMENT OF AMBULANCE: Medic Staffing 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 ona 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

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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 DWCl 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 Ste.wards and track management on the diagnosis and current status of injured jockeys.

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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,

DocuSigned by:
David Duggan
BD96B155F7C1457...

David Duggan
Vice President and General Manager
Golden Gate Fields

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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.

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.

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: Dr. David Seftel Office Number: 510-559-7375, Cell Number: 650-520-6204
If Quarter Horse racing association, see D.1.

1. Name, address, and emergency telephone number of a hospital located within 1.5 miles of the racetrack, with which 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 31st 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.

G. Names 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
Bill Rizzuto, Assistant General Manager serves as Assistant Safety Manager

H. Attach a fire clearance from the fire authority having jurisdiction over the premises.

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-170912-019 (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 ten (10) days' notice of any cancellation or termination of insurance that secures the liability of the association for payment of workers' compensation.

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, which may be either permanent or mobile, that 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. Each racing association and racing fair shall adopt

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Medic Staffing LLC

440 Everett Street
El Cerrito, CA 94530

Pacific Racing Association
1100 Eastshore Highway
Berkeley, CA 94710

May 27, 2022

Re: Medic Staffing LLC

To: Whom it May Concern:

This is to inform you that Medic Staffing LLC operations and procedures are well within the standard care operating procedures set forth by Alameda County E.M.S.

Medic Staffing 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,

Ulysses Cotroneo

Ulysses Cotroneo, Owner

Medic Staffing LLC

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.

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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.

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"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.

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"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.

(REV 2.0, OCTOBER 2011)

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GOLDEN GATE FIELDS

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.° 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 cuidad 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.

Si la Ambulancia del GGF debe retirarse del predio, por cualquier motivo, se deben demorar todos los entrenamientos matutinos hasta que una ambulancia de la ciudad u otra de reemplazo se encuentre en el lugar y disponible para brindar servicio médico en la pista.

(REV 2.0, OCTUBRE 2011)

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GOLDEN GATE FIELDS

July 21, 2022

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

Re: Pacific Racing Association – Rule 1927 Exemption Request

Dear Mr. Chaney,

As has been previously discussed, the City of Berkeley Fire Department is not able to conduct more than one inspection per year at Golden Gate Fields. Pacific Racing Association has previously submitted to the board the Berkeley Fire Department's clearance letter dated January 11, 2022.

Pacific Racing Association is requesting an exemption from the requirement of Rule 1927 that the fire authority having jurisdiction over the barn area of Golden Gate Fields perform an inspection within 45 days prior to the commencement of the race meeting.

Please let me know if you have any questions.

Sincerely,

DocuSigned by:
David Duggan
BD96B155F7C1457...

David Duggan

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Department of Fire and Emergency Services
Division of Fire Prevention
2100 Martin Luther King Jr Way, 2nd Floor
Berkeley, CA 94704

Roy Roenbeck
Environmental Health & Safety Director
Pacific Racing Association/Golden Gate Fields
1100 Eastshore Highway
Berkeley, CA 94710

January 11, 2022

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

Dear Mr. Roenbeck:

On Wednesday, August 4, 2021, 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 Tuesday, December 14, 2021, and Monday, January 10, 2022. Photo documentation of the remaining repairs were sent on Tuesday, January 11, 2022. 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.

Thank you and the entire Golden Gate Fields team for your patience with us and our staffing shortage that created delays in our ability to come and inspect the premises.

Sincerely,

Dori Tieu

Dori Tieu
Deputy Fire Marshal, City of Berkeley Fire Department
dtieu@cityofberkeley.info or 510-981-5582

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Urban Village by the Bay

ALBANY CALIFORNIA

CITY OF ALBANY FIRE DEPARTMENT
1000 SAN PABLO AVENUE
ALBANY, CA 94706
510 528-5770
www.AlbanyCA.org/fire

January 11, 2022

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

Mr. Roenbeck,

Fire inspector Thomas Peters and Katherine Belman from the City of Albany Fire Prevention Department together with Golden Gate Fields Fire Prevention Supervisor conducted a Life and Safety inspection on January 10, 2022. Public areas within the Grandstand and the associated facilities were evaluated for preparation of the 2022 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

Marsh

Certificate of Insurance

No.: **2022-1-PACIF** Dated: **June 30, 2022**

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.

Certificate IIolder:	Named Insured and Address:
California Horse Racing Board **1010 Hurley Way** **Sacramento, CA 95825** **Attn.: Insurance Department**	**Pacific Racing Association dba Golden Gate Fields** **1100 Eastshore Highway** **Albany, CA 94706** **Subsidiary/Divisions:** **Pacific Racing Association** **1100 Eastshore Highway** **Albany, CA 94706** **and** **Pacific Racing Association II** **dba Golden Gate Fields** **1100 Eastshore Highway** **Albany, CA 94706**

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	Liberty Mutual Insurance Company	TB1-B71-170912-032	Jun 30, 2022 to Jun 30, 2023	Each Occurrence	USD 2,000,000
				Products-Completed Operations Aggregate	USD 2,000,000
				General Aggregate	USD 2,000,000
				Self Insured Retention	USD 500,000
WORKERS' COMPENSATION & EMPLOYERS' LIAB	LIBERTY MUTUAL FIRE INSURANCE CO	WA2-B7D-170912-012	Jun 30, 2022 to Jun 30, 2023	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.

Marsh Canada Limited
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

Catherine Evans

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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. 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. 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 ☐

18. ON-TRACK ATTENDANCE/FAN DEVELOPMENT

A. Attach a copy of the promotional and marketing plans for the race meeting.

B. Promotional/Marketing budget for this race meeting: $165,000
Promotional/Marketing budget for prior race meeting: $165,000

C. Number of hosts and hostesses employed for meeting: 2

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

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 DuralockCapital barn roofing improvements in the barn area Updated all barn area lavatory facilities with touchless sanitizing equipmentContinuation 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 flooringProviding tours of the front side facility to fans upon request Continual parking lot and roadway repairsAdded 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 AreaNew 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. List proposed charges. Note any changes from the previous year.

Admission (general)	$6.00
Admission (clubhouse)	$6.00

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Schedule of Charges

Admission (general)	**$6.00**
Admission (club house)	**$6.00**
Admission (turf club)	**$15.00 Weekends/Holidays**
Reserved seating (general)	**N/A**
Reserved seating (clubhouse)	**N/A**
Parking (general)	**$10.00**
Parking (preferred)	**N/A**
Parking (valet)	**N/A**
Programs (on-track)	**$3.00**
(off-track)	**$3.00**

Thoroughbred Club Members

Bundled Pricing includes free program

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

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**

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Reserved seating (general)	N/A
Reserved seating (clubhouse)	N/A
Parking (general)	$10.00
Parking (preferred)	N/A
Parking (valet)	N/A
Programs (on-track)	$3.00
(off-track)	$3.00

B. Describe any "Season Boxes" and "Turf Club Membership" fees.

Turf Club – Full Season Single Membership	$ 1,000.00
Turf Club – Full Season Dual Membership	$ 2,000.00
Club House Box (4 seats, no admission)	$ 450.00
Club House Season Pass (Admission only)	$ 400.00
Grandstand Season Pass (Admission only)	$ 200.00

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.

☒ Corners (lockers and cubicles) How many 23

☒ 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. 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 Investigators Bartholomew, Smith, and Longoria on August 11, 2022.

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 areaa

D. Estimated ratio of restroom facilities to the number of backstretch personnel: 1 restroom per every 12 people

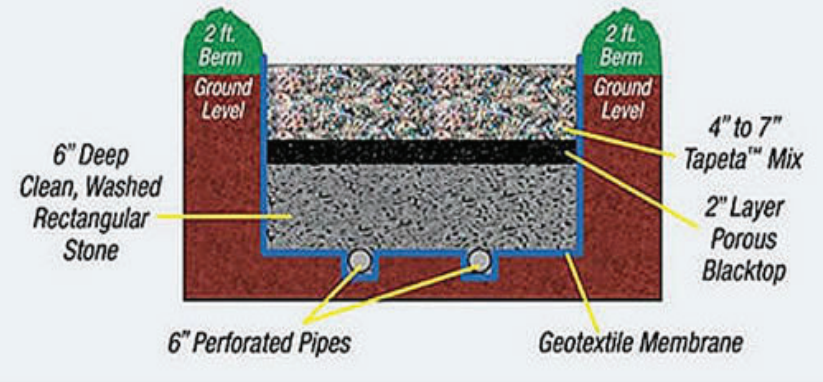
22. TRACK SAFETY

A. Total distance of the racecourse, measured from the finish line counterclockwise (3' from the inner railing) back to the finish line: 5,280 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 straightaways is: 1.5%
The percent of cross slope in the center of the turns is: 4%

Tapeta ® Footings Synthetic Track Surface



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3rd Party Lasix Administration Agreement

This 3rd 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

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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.

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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]

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

Pacific Racing Association

By: _____

Name: SCOTT DARTY

Title: VICE PRESIDENT

Pacific Racing Association II

By: _____

Name: SCOTT DARTY

Title: VICE PRESIDENT

Thoroughbred Owners of California, Inc.

By: _____

Name: _____

Title: _____

California Thoroughbred Trainers, Inc.

By: _____

Name: _____

Title: _____

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

Pacific Racing Association

By:_____
Name:_____
Title:_____

Pacific Racing Association II

By:_____
Name:_____
Title:_____

Thoroughbred Owners of California, Inc.

By:_____
Name: Greg Avioli
Title: CEO

California Thoroughbred Trainers, Inc.

By:_____
Name:_____
Title:_____

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

Pacific Racing Association

By:_____
Name:_____
Title:_____

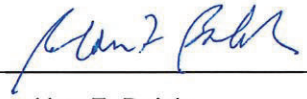
Pacific Racing Association II

By:_____
Name:_____
Title:_____

Thoroughbred Owners of California, Inc.

By:_____
Name:_____
Title:_____

California Thoroughbred Trainers, Inc.

By: 
Name: Alan F. Balch
Title: Executive Director

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Exhibit A

Golden Gate Fields Furosemide Protocol – See Attached

Exhibit B

Medication Administration Protocol – See Attached

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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

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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.

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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 verity 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.

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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.

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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.

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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.

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2022 Fall
Race Meet Agreement

Between

Pacific Racing Association

and

Thoroughbred Owners Of California

October 19, 2022

Through

December 20, 2022

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2022 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 October 19, 2022.

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 October 19, 2022 through December 20, 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

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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

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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.

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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;

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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

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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,

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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;

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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 1st.

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

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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

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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;

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(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

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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 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.

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

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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

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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

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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

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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

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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.

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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.

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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.

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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 Fall 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

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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

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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.

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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).

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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
With a copy to:	David Duggan Golden Gate Fields 1100 Eastshore Hwy Albany, CA 94706 David.Duggan@goldengatefields.com
If to TOC:	Bill Nader CEO Thoroughbred Owners of California 285 W. Huntington Drive Arcadia, CA 91007 bnader@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.

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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

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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 DocuSign (or other similar service), 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).

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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]

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

Pacific Racing Association	Thoroughbred Owners of California
By: DocuSigned by: BD96B155F7C1457...	By: Jordyn Egan
Name: David Duggan	Name: Jordyn Egan
Title: Vice President & General Manager	Title: Executive Director
Date: 08/31/2022	Date: August 31, 2022

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Exhibit A

Projection for Overnight Purses

To be provided on a meet by meet basis – attached

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Exhibit B

Overnight Purse Schedule

PURSE SCHEDULE			2021	2022	2022	2022
GOLDEN GATE FIELDS			Fall	W-S	Summer	Fall 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/$32,00	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/$50,00	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	$13,000	$13,000	$13,000
Claiming	$4,000	NW 2	$10,400	$13,400	$13,400	$13,400
Claiming	$4,000	NW 3	$10,500	$13,500	$13,500	$13,500
Claiming	$4,000	NW/Date,NW 4	$11,000	$14,000	$14,000	$14,000
Claiming	$3,200		$10,000	$13,000	$13,000	$13,000
Claiming	$4,000		$11,500	$14,500	$14,500	$14,500
Claiming	$5,000		$12,000	$15,000	$15,000	$15,000
Claiming	$5,000	NW2 Clause	$11,500	$14,500	$14,500	$14,500
Claiming	$5,000	NW/Date or NW4	$11,500	$14,500	$14,500	$14,500
Claiming	$6,250	NW 2	$11,000	$14,000	$14,000	$14,000
Claiming	$6,250	4yo&up NW 3/or 3y	$11,500	$14,500	$14,500	$14,500
Claiming	$6,250		$13,000	$16,000	$16,000	$16,000
Claiming	$6,250	NW/Date or NW4	$12,000	$15,000	$15,000	$15,000
Claiming	$8,000		$14,000	$17,000	$17,000	$17,000
Claiming	$8,000	NW 2	$11,500	$14,500	$14,500	$14,500
Claiming	$8,000	NW2 Clause	$12,500	$15,500	$15,500	$15,500
Claiming	$10,000		$15,000	$18,000	$18,000	$18,000
Claiming	$10,000	4yo&up NW 3/or 3y	$12,000	$15,000	$15,000	$15,000
Claiming	$12,500	NW 2	$12,000	$15,000	$15,000	$15,000
Claiming	$12,500	NW2 Clause	$14,000	$17,000	$17,000	$17,000
Claiming	$12,500		$17,000	$20,000	$20,000	$20,000
Claiming	$16,000		$19,000	$22,000	$22,000	$22,000
Claiming	$16,000	4yo&up NW 3/or 3y	$16,000	$19,000	$19,000	$19,000
Claiming	$20,000		$20,000	$23,000	$23,000	$23,000
Claiming	$20,000	NW2 Clause	$18,000	$21,000	$21,000	$21,000
Claiming	$20,000	4yo&up NW 3/or 3y	$15,000	$18,000	$18,000	$18,000
Claiming	$25,000	NWx2 Lifetime	$17,000	$20,000	$20,000	$20,000
Claiming	$25,000		$23,000	$26,000	$26,000	$26,000
Claiming	$32,000		$24,000	$27,000	$27,000	$27,000
Claiming	$40,000		$25,000	$28,000	$28,000	$28,000
Maiden Claiming	**$5,000**		$10,000	$13,000	$13,000	$13,000
Maiden Claiming	**$8,000**		$10,500	$13,500	$13,500	$13,500
Maiden Claiming	**$12,500**		$11,000	$14,000	$14,000	$14,000
Maiden Claiming	**$16,000**		$12,000	$15,000	$15,000	$15,000
Maiden Claiming	**$20,000**		$13,000	$16,000	$16,000	$16,000
Maiden Claiming	**$25,000**		$14,000	$17,000	$17,000	$17,000
Maiden Claiming	**$32,000**		$15,000	$18,000	$18,000	$18,000
Maiden Claiming	**$50,000**		$18,000	$21,000	$21,000	$21,000
Maiden Special		All Ages	$30,000	$30,000	$30,000	$30,000
Maiden Special		2Yr Olds@ 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	$15,500	$15,500	$15,500
Starter Allowance	**$6,250**		$13,500	$16,500	$16,500	$16,500
Starter Allowance	**$8,000**		$15,000	$18,000	$18,000	$18,000
Starter Allowance	**$12,500**		$17,000	$20,000	$20,000	$20,000
Starter Allowance	**$50,000**	NWx2 Lifetime	$19,000	$22,000	$22,000	$22,000

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Exhibit C

Stakes Schedule

GOLDEN GATE FIELDS
STAKES SCHEDULE

Closing Thursday, October 20, 2022

Saturday, October 29, 2022 — $75,000 Guaranteed

Pike Place Dancer

For Fillies Two Year Olds
One Mile (Turf)

Closing Thursday, October 27, 2022

Saturday, November 5, 2022 — $50,000 Added (Plus up to $15,000 to CAL-BREDS)

Joseph T. Grace

For Three Year Olds and Upward
One Mile And One Sixteenth (Turf)

Closing Thursday, November 3, 2022

Saturday, November 12, 2022 — $50,000 Added (Plus up to $15,000 to CAL-BREDS)

Golden Nugget

For Two Year Olds
Six Furlongs (All Weather)

Closing Thursday, November 10, 2022

Saturday, November 19, 2022 — $50,000 Added (Plus up to $15,000 to CAL-BREDS)

Oakland

For Three Year Olds and Upward
Six Furlongs (All Weather)

Closing Wednesday, November 16, 2022

Friday, November 25, 2022 — $50,000 Added (Plus up to $15,000 to CAL-BREDS)

Golden Gate Debutante

For Fillies Two Year Olds
Six Furlongs (All Weather)

Closing Thursday, November 17, 2022

GOLDEN GATE FIELDS
STAKES SCHEDULE

Saturday, November 26, 2022 — $100,000 Guaranteed

Berkeley Handicap - Grade III

For Three Year Olds and Upward
One Mile And One Sixteenth (All Weather)

Closing Thursday, November 24, 2022

Saturday, December 3, 2022 — $75,000 Guaranteed

Gold Rush

For Two Year Olds
One Mile (All Weather)

Closing Thursday, December 1, 2022

Saturday, December 10, 2022 — $75,000 Guaranteed (Includes $25,000 from the CAL-BRED race Fund.)

Bear Fan

For Fillies And Mares Three Year Olds and Upward (Cal-Breds)
Six Furlongs (All Weather)

Closing Thursday, December 1, 2022

Sunday, December 11, 2022 — $50,000 Added (Plus up to $15,000 to CAL-BREDS)

Miss America

For Fillies And Mares Three Year Olds and Upward
One Mile And One Sixteenth (Turf)

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Exhibit D

Race Day Medication Agreement

See attached.

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Exhibit E

Fire and Disaster Policy

Attached

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Schedule 1

Sports Wagering Initiative

Attached

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D. Describe the type(s) of materials used for the inner and outer railings of the race course, the type of inner railing supports (e.g., 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.

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 that 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 ten (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.

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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.

C. Attach an agreement to provide for race-day furosemide administration, pursuant to CHRB Rule 1845.

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.)

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 Rule 1870 and Rule 1871, the CHRB shall be given fifteen (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.

DocuSigned by:

X David Duggan

Signature

David Duggan	Vice President & General Manager	08/23/2022
Print Name	Print Title	Date

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STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF WATCHANDWAGER.COM, LLC (H) AT CAL EXPO, COMMENCING OCTOBER 26, 2022, AND CONTINUING THROUGH MAY 2, 2023

Regular Board Meeting
October 20, 2022

Application: Watchandwager.com, LLC at Cal Expo

Breeds: Standardbred (harness)

Board Allocated Dates: Grey/shaded **Racing Dates:** Blue/shaded, bold

OCTOBER 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					

NOVEMBER 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			

DECEMBER 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

JANUARY 2023						
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 2023						
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 2023						
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**	

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APRIL 2023						
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 2023						
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			

Required Information	Status	Comments	CHRB Rule/Law
Off-Site Auxiliary Stabling	☒ Accepted ☐ Follow Up Required ☐ Outstanding	No auxiliary stabling needed.	Rule 1420(q)
Stabling and Vanning Agreement	☒ Accepted ☐ Follow Up Required ☐ Outstanding	No auxiliary stabling needed.	BPC 19607.1
Fire Clearance	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Fire clearance valid till 6/7/23. Received request for exemption from 45-day provision of Rule 1927.	Rule 1927
Backstretch Inspection	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Valid until 5/13/23.	Rule 2102
Track Safety Inspection	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Inspection completed 9/28/22.	Rule 1471(g)
Inclement Weather Plan	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Consistent with CHRB guidelines – received 8/21/22.	Rule 1432
Workers' Compensation Insurance	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Oak River Insurance Company policy effective 8/3/22, expires 8/3/23.	Rule 1501
Horsemen's Race Meet Agreements	☒ Accepted ☐ Follow Up Required ☐ Outstanding	**California Harness Horsemen's Association** – received 8/21/22.	Rule 2044

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Wagering Information	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 536, 539–542	BPC 19599
Emergency and Security	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 551–561	BPC 19481.3
Veterinary Services	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 550–556	Rule 1481 Rule 1840 Rule 1841
ADW Providers and Horsemen's Approvals	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 544–545	BPC 19604 19604(b)(1)(C)
Administrative Review	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Secretary of State Filing Current Financial Statements Reviewed Statistics Report Reviewed Active Licenses Verified Deposit Received Required Signatures Obtained 1581 Agreement Reviewed	Rule 1439 Rule 1470 Rule 2046 Rule 1481 BPC 19490 Rule 1433 Rule 1437 Rule 1581

RECOMMENDATION: Staff recommends approval. The application as submitted satisfactorily meets all requirements for licensure.

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watch and wager

Operating Harness Racing at Cal Expo

RE: <u>Adoption of Concussion Management and return to Drive guidelines</u>

Watch and Wager LLC operator of Cal Expo harness racing adopts the concussion guidelines set out on the CHRB website. In all cases where jockey is referenced, for our purposes it will be driver.

25 Cadillac Drive, Suite 201, Sacramento, CA 95825 Tel: (916) 800-1395 Fax: (916) 760-7410

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watch and wager

Operating Harness Racing at Cal Expo

Scott Chaney
California Horse Racing Board
Executive Director
1010 Hurley Ave
Sacramento, CA 95825

August 21,2022

Re: Adoption of CHRB inclement weather policy for 2022/2023 Harness Meeting

Dear Scott,

Watch and Wager LLC operator of Cal Expo harness racing herby adopts the CHRB inclement weather policy as outlined on the CHRB website. Some references in the policy to Thoroughbred track care and grooming would not be applicable to our breed. But overall, we agree with the goals and intent of the policy.

Sincerely,

Christopher Schick

Christopher J. Schick
General Manager

25 Cadillac Drive, Suite 201, Sacramento, CA 95825 Tel: (916) 800-1395 Fax: (916) 760-7410

STATE OF CALIFORNIA
CALIFORNIA HORSE RACING BOARD
APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING
CHRB-17 (Rev 7/21)

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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 association's contact person: Watch and Wager.com LLC, 700 Larkspur Landing Circle, Suite #199, Larkspur, CA, 94939 Ed Comins, ecomins@watchandwager.com 925-336-4499

B. Breed of horse: Thoroughbred ☐ Quarter Horse ☐ Harness ☒

C. Racetrack name: California Exposition & State Fair (Cal Expo)

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. License fee on deposit with Racing 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, that 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, that 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 ninety (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: October 26,2022 through May 7,2023

B. Actual dates racing will be held: November 18, 25, 27; December 2, 4, 9, 11, 16, 18, 26, 30; January 1, 6, 8, 13, 15, 20, 22, 27, 29; February 3, 5, 10, 11, 17, 19, 24, 26; March 3, 5, 10, 12, 17, 19, 24, 26, 31; April 2, 7, 9, 14, 16, 21, 23, 28, 30.

C. Total number of days or nights of racing: 46. Calendar attached.

D. Days or nights of the week races will be held: Friday & Sunday evenings
Wednesday – Sunday ☐ Tuesday – Saturday ☐ Other (specify) ☒

E. Number of days or nights of racing per week: 2

CHRB CERTIFICATION

Application received:	**Hearing date:**
Deposit received:	**Approved date:**
Reviewed:	**License number:**

watch and wager CALEXPO HARNESS RACING

CALEXPO Racing CALENDAR

November 18, 2022 through April 30, 2023

46 Racing Dates

LIVE Harness Racing
FRIDAY Post time 6:45 pm/pst

SUNDAY Post time 5:00 pm/pst*
**or 15 minutes after the last Cal. T-bred race*

Special MONDAY^ card (12/26)
Post time 5:00 pm/pst

Special SATURDAY card (2/11)*
Post time 5:45 pm/pst

November 2022

Sun	M	T	W	Th	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			

December 2022

Sun	Mon	T	W	Th	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 2023

Sun	M	T	W	Th	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 2023

Sun	M	T	W	Th	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	*11
12 Super Bowl	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

NO RACING on SUPER BOWL SUNDAY (2/12)

March 2023

Sun	M	T	W	Th	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 2023

Sun	M	T	W	Th	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						

Watch and Wager LLC, Operator Cal Expo Harness Racing
25 Cadillac Drive, Suite 201 • Sacramento, CA 95825
Website: **CalXHarness.com** • Email: **info@goldenbearracing.com** • Phone: **916-800-1395**

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3. RACING PROGRAM

A. Total number of races: Up to 598

B. Number of races for each day or night: Up to 13

C. Total number of stakes races: 45

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.

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). All overnight stake raaces have been increased by 25%. We have added two Cal Sired aged events both for $12,500.

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, which racing colors are to be used? Drivers and Trainers will use their own registered colors.

F. List all post times for the daily racing program. First: Friday 6:45 Sunday 4:55 or 15 minutes past the last California Thoroughbred race. Monday 12/26 4:55. See attachment for all.

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.

C. CORPORATION

1. Registered name of the corporation: Watch and Wager.com LLC
2. State where incorporated:
3. Registry or file number for the corporation:

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watch and wager
CALEXPO
HARNESS RACING

CALEXPO Incentive Plan 2022 - 2023



New Horse Incentive Program*

Two-tiered structure includes ***higher*** incentive for horses starting early:

(a) If first start on or ***before*** December 4, 2022

$ 800 • 1st start
+
$ 400 • 8th start



(b) If first start on or ***before*** January 29, 2023

$ 500 • 1st start
+
$ 250 • 8th start



Returning Horse Incentive Program*

(a) **$ 700** per horse, paid at first start if start is ***on or before*** December 4, 2022

(b) **$ 300** per horse, if starts ***on or before*** January 29, 2023



Conditions:

(a) ***"New horses"*** must not have started at Cal-Expo since June 1, 2021.
(b) Must have at least one (1) race in 2022 for a purse greater than or equal to $1,500 at a track other than Cal-Expo (pari-mutuel or non pari-mutuel).
(c) Must not have raced for a purse greater than or equal to $15,000 in each of its last five (5) overnight starts.
(d) All payments will be made to the owner of record as of the date the new horse records its first Cal-Expo start.
(e) The 8th start must be made prior to the end of the meet on April 30, 2023.
(f) All 8th start new horse earned incentive money will be payable April 1, 2023.
(g) An individual trainer and/or owner is entitled to a maximum of **20 "new horse"** incentives.

***CHHA Membership:** *All owners are **required** to be a current member of the CHHA to receive new or returning horse payment.*

For more information please contact us at:
Email: **info@goldenbearracing.com** • *Phone:* **916-800-1395**
Check out our website: **CalXHarness.com**

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2023 California Sire Stakes

2022-2023 Late Closers

Date	Program	Event Title	CASS	L/C-O/N	
11/25	L/C	Donald Arnstine Elim	$ 5,000		
11/27	L/C	Vallandingham Elim	5,000		
12/2	L/C	Donald Arnstine Final		12,500	Add
12/4	L/C	Vallandingham Final		20,000	Guar
12/9	L/C	Funicello/Holt Elim		5,000	
12/9	L/C	Goldschmidt		12,500	Guar
12/11	L/C	Horowitz Leg 1		7,500	
12/11	L/C	Joe Lighthill		12,500	Guar
12/16	L/C	Funicello/Holt Final		12,500	Add
12/18	L/C	Horowitz Leg 2		7,500	
12/18	L/C	Joe Alto		12,500	Guar
12/26	L/C	Horowitz Final		30,000	Guar
1/1	L/C	Jack Williams Elim		6,000	
1/8	L/C	Jack Williams Final		15,000	Add
1/15	L/C	Wiseman Elim		6,000	
1/22	L/C	Wiseman Final		15,000	Add
1/27, 1/29	CASS	4 yo C&G	$ 20,000		
1/27, 1/29	CASS	4 yo Mares	20,000		
2/5	O/N	DHA F&M FFA		12,500	Guar
2/12	O/N	DHA FFA		12,500	Guar
2/17, 2/19	CASS	3 yo C&G NW $10kLT	7,500		
2/17, 2/19	CASS	3 yo Fillies NW $10kLT	7,500		
2/24, 2/26	CASS	4 yo C&G	20,000		
2/24, 2/26	CASS	4 yo Mares	20,000		
3/3, 3/5	CASS	3 yo C&G NW $15kLT	10,000		
3/3, 3/5	CASS	3 yo Fillies NW $15kLT	10,000		
3/5	O/N	Budahn FFA Trot		12,500	Guar
3/10, 3/12	CASS	4 yo C&G	20,000		
3/10, 3/12	CASS	4 yo Mares	20,000		
3/17, 3/19	CASS	3 yo C&G Pace	15,000		
3/17, 3/19	CASS	3 yo Filly Pace	15,000		
3/19	O/N	Kirschenbaum DHA F&M		12,500	Guar
3/26	O/N	Don Fowler DHA C&G		12,500	Guar
3/31, 4/2	CASS	3 yo C&G Pace	15,000		
3/31, 4/2	CASS	3 yo Filly Pace	15,000		
4/7, 4/9	CASS	4 yo C&G	20,000		
4/7, 4/9	CASS	4 yo Mares	20,000		
4/14	O/N	Breed F&M Pace		12,500	Guar
4/16	O/N	Arnold Pace		12,500	Guar
4/23	O/N	Bergstein Trot		12,500	Guar
4/21, 4/23	CASS	3 yo C&G Pace	15,000		
4/21, 4/23	CASS	3 yo Filly Pace	15,000		
4/28, 4/30	CASS	4 yo C&G	50,000		
4/28, 4/30	CASS	4 yo Mares	50,000		
	TOTALS		**$385,000**	**$284,500**	

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Winter/Spring Overnight Stakes Schedule

Watch and Wager LLC @ Cal Expo Harness 2022

1/2	Jack Williams Elim	6,000
1/9	Jack Williams Final	12,500
1/16	Gordon Elim	6,000
1/23	Gordon Final	12,500
1/28	4 YO Filly Pace	20,000
1/30	4 YO C&G Pace	20,000
2/18	3 YO Filly NW $10K LT	7,500
2/18	4 YO Filly Pace	20,000
2/20	3 YO C&G NW $10K LT	7,500
2/20	4 YO C&G Pace	20,000
3/4	3 YO Filly NW $15K LT	10,000
3/6	3 YO C&G NW $15K LT	10,000
3/6	Budahn FFA Trot	10,000
3/11	4 YO Filly Pace	20,000
3/13	4 YO C&G Pace	20,000
3/13	Kirschenbaum DHA F&M	10,000
3/18	3 YO Filly Pace	15,000
3/20	4 YO C&G Pace	15,000
3/25	4 YO Filly Pace	20,000
3/27	4 YO C&G Pace	20,000
3/27	Don Fowler DHA C&G	10,000
4/1	3 YO Filly Pace	15,000
4/3	3 YO C&G Pace	15,000
4/10	Bergstein Trot	10,000
4/15	3 YO Filly Pace	15,000
4/15	4 YO Filly Pace	50,000
4/15	4 YO C&G Pace	50,000
4/17	3 YO C&G Pace	15,000
4/17	Breed F&M Pace	10,000
4/24	Arnold Pace	10,000

Watch and Wager LLC @ Cal Expo Harness 2021

1/9	Staats Final	10,000A
1/23	Gordon Final	10,000A
2/5	4 YO Trot	7,500
2/5	4 YO Colt Pace	7,500
2/5	4 YO Filly Pace	7,500
2/26	4 YO Trot	7,500
2/26	4 YO Colt Pace	7,500
2/26	4 YO Filly Pace	7,500
3/6	Budahn	10,000
3/12	4 YO Trot	7,500
3/12	4 YO Colt Pace	7,500
3/12	4 YO Filly Pace	7,500
3/13	Kirschenbaum Final	10,000
3/27	Arnstine Final	10,000
4/2	4 YO Trot	7,500
4/2	4 YO Colt Pace	7,500
4/2	4 YO Filly Pace	7,500
4/10	Bergstein	7,500
4/16	4 YO Trot	7,500
4/16	4 YO Colt Pace	7,500
4/16	4 YO Filly Pace	7,500
4/17	Breed FFA	10,000
4/17	Arnold FFA	10,000

Watch and Wager LLC @ Cal Expo Harness 2020

1/2	Gordon Final	9,000A
2/7	4 YO Trot	6,500
2/7	4 YO Filly Pace	6,500
2/7	4 YO Colt Pace	6,500
2/8	Shapiro	7,500A
2/21	3 YO Trot	6,500
2/21	3 YO Filly Pace	6,500
2/21	3 YO Colt Pace	6,500
2/22	Goudreau	7,500A
2/28	4 YO Colt Pace	6,500
2/28	4 YO Trot	6,500
2/28	4 YO Filly Pace	6,500
3/6	3 YO Trot	6,500
3/6	3 YO Filly Pace	6,500
3/6	3 YO Colt Pace	6,500
3/7	Budahn	10,000
3/13	3 YO Filly Pace	6,500
3/13	3 YO Colt Pace	6,500
3/13	3 YO Trot	6,500
3/20	Kirschenbaum	10,000
3/20	3 YO Trot	6,500
3/20	3 YO Filly Pace	6,500
3/20	3 YO Colt Pace	6,500
3/21	Beck Final	10,000
3/27	4 YO Trot	6,500
3/27	4 YO Filly Pace	6,500
3/27	4 YO Colt Pace	6,500
4/3	3 YO Trot	6,500
4/3	3 YO Filly Pace	6,500
4/3	3 YO Colt Pace	6,500
4/17	Bergstein Final	10,000
4/17	3 YO Filly Pace	6,500
4/17	3 YO Colt Pace	6,500
4/17	3 YO Trot	6,500

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Cal Expo Harness Racing

2022/2023 Meeting

	Friday	Sunday	Monday 12/26
Race 1	6:45	4:55	4:55
Race 2	7:07	5:17	5:16
Race 3	7:29	5:44	5:38
Race 4	7:52	6:10	6:00
Race 5	8:15	6:38	6:22
Race 6	8:40	7:06	6:44
Race 7	9:02	7:34	7:06
Race 8	9:24	8:02	7:28
Race 9	9:46	8:30	7:50
Race 10	10:08	8:58	8:12
Race 11	10:29	9:20	8:34
Race 12	10:50	9:42	8:56
Race 13*	11:11	10:04	9:18

* If applicable

Note: Cal Expo will coordinate its post times with Los Alamitos and any other twilight or nighttime California thoroughbred signal.

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4. Names of all officers and directors, titles, and the number of shares of the corporation held by each:
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:
6. Number of outstanding shares in the corporation:
7. Are the shares listed for public trading? Yes ☐ No ☐
   If yes, on which 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:
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.
   a. Is parent and/or paired corporation or entity a publicly traded or privately held company that guarantees the obligation of the applicant? Yes ☐ No☐
      If no, proceed to section F. If yes, answer questions 10 through 17, below.
10. Registered name of the corporation:
11. State where incorporated:
12. Registry or file number for the corporation:
13. Names of all officers and directors, titles, and the number of shares of the corporation held by each:
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:
15. Number of outstanding shares in the corporation:
16. Are the shares listed for public trading? Yes ☐ No ☐
    If yes, on which 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:

D. LLC

1. Registered name of the LLC: Watch and Wager.com LLC
2. State where articles of organization are filed: Nevada
3. Registry or file number for the LLC: C20120420-0901
4. Attach a list of the names of all members (including individuals (true names), corporations, other LLCs, and 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 which 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.
   European Wagering Services 100 % Shareholder
   a. Is parent and/or paired entity either a publicly traded or privately held company that guarantees the obligation of the applicant? Yes ☒ No ☐
      If no, proceed to section F. If yes, answer questions 7 through 12, below.
7. Registered name of the LLC/Corporation: Watch and Wager.com Ltd.
8. State where articles of organization are filed: Isle of Man, United Kingdom
9. Registry or file number for the LLC: # 0984CC2
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.

watch and wager

Operating Harness Racing at Cal Expo

Attachment for license application item 4D4

Watch and Wager.com LLC

Ed Comins Managing Member 100% of shares

25 Cadillac Drive, Suite 201, Sacramento, CA 95825 Tel: (916) 800-1395 Fax: (916) 760-7410

watch and wager

Operating Harness Racing at Cal Expo

Attachment for license application number 4D10

Watch and Wager.com LTD

Denham Eke	Chairman.	50% Shares
Ed Comins	Managing Director	50% Shares

25 Cadillac Drive, Suite 201, Sacramento, CA 95825 Tel: (916) 800-1395 Fax: (916) 760-7410

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11. Are the shares listed for public trading? Yes ☒ No ☐
12. If yes, on what exchange and how the stock is listed: AIM (London Stock Exchange)

E. OTHER

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 the following:

   - 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 (2) years' race meetings and Profit and Loss statement for projected year race meeting.
   - Statement of Changes in Equity—to include the changes of the applicant's 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 twelve (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: Ed Comins- President & Managing Member, Watchandwager.com LLC.

   Watchandwager.com LLC has entered into a management operating agreement with Golden Bear Racing LLC. Golden Bear Racing LLC is registered in the State of California. There are two members of Golden Bear LLC, Benjamin Kenney and Christopher Schick. Golden Bear will operate on behalf of Watchandwager.com LLC the day-to-day operations of the proposed harness meeting. A copy of that management agreement is on file with the Board.

Christopher Schick	General Manager
Benjamin Kenney	Assistant General Manager
Kate Phariss	Director of Backstretch Operations
Glen Harris	Mutuel Manager
John Robert Williams	Track Superintendent

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Gary Seibel Announcer/ Simulcast Host
Martin Bridges Program Director

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): Christopher Schick and/or Benjamin Kenney, 25 Cadillac Drive #201, Sacramento, CA 95825. E-Mail: chris@goldenbearracing.com; ben@goldenbearracing.com

5. TAKE OUT PERCENTAGE

A. 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?
Yes ☐ No ☐
If no, proceed to subsection 6. If yes, identify the wager and the proposed takeout percentage.
Wager(s) to be adjusted:
Proposed percentage: %

1. 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.

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 ten (10) percent nor more than twenty-five (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

A. Complete the table below, providing the last five (5) 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
2021	72,635,929	20,949
2020	68,550,634	49,408
2019	56,158,860	101,139
2018	52,681,876	121,562
2017	58,411,829	142,945

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

A. Purse distribution:

1. All races other than stakes:
Current meet estimate: $2,116,000
Prior meet actual: $1,988,000

Average Daily Purse (7A1 ÷ number of days):
Current meet estimate: $46,000
Prior meet actual: $44,178

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2. Overnight stakes:
   Current meet estimate: $284,500
   Prior meet actual: $182,000

   Average Daily Purse (7A2 ÷ number of days):
   Current meet estimate: $6,185
   Prior meet actual: $4,044

3. Non-overnight stakes:
   Current meet estimate: $385,000
   Prior meet actual: $385,000

   Average Daily Purse (7A3 ÷ number of days):
   Current meet estimate: $8,370
   Prior meet actual: $8,556

4. Total Purses: (7A1 + 7A2 + 7A3)
   Current meet estimate: $2,785,500
   Prior meet actual: $2,555,000

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: 57%
   Prior meet actual: 68%

   Average Daily Purse (7B1 ÷ number of days):
   Current meet estimate: 1.24%
   Prior meet actual: 1.51%

C. Funds to be generated for all California-bred incentive awards (including breeder awards and owners' premiums):
   Current meet estimate: $23,000
   Prior meet actual: $21,200

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

Recognized Horsemen's Organization			
Current meet estimate:		Prior meet actual:	
$123,000		$111,734	
Total:	$123,000	Total:	$111,734

E. Amount from all sources to be distributed in the form of purses or other benefits to horsemen (7A + 7C + 7D):
   Current meet estimate: $2,931,500
   Prior meet actual: $2,687,934

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Average Daily Purse (7E ÷ number of days):
Current meet estimate: $63,728
Prior meet actual: $58,732

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: $555,000
Prior meet actual: $505,340

Average Daily Purse (7F ÷ number of days):
Current meet estimate: $12,065
Prior meet actual: $11,230

G. Purse funds to be generated from interstate handle:
Current meet estimate: $280,000
Prior meet actual: $255,539

Average Daily Purse (7G ÷ number of days):
Current meet estimate: $6,087
Prior meet actual: $5,679

H. Bank and account number for the Paymaster of Purses' purse account: Union Bank… Account number is on file with the Board.

I. Name, address, email, and telephone number of the pari-mutuel audit firm engaged for the meeting: Kevin Riley CPA, 3838 Watt Ave Suite E-500, Sacramento, Ca 95821 916 488 8360, Kevin@rmb-cpa.com

NOTICE TO APPLICANT: All funds generated and retained from on-track pari-mutuel handle that 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 three (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 that are obligated by law for distribution in the form of purses and breeders' awards shall also be deposited within three 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 that results in a balance remaining in the Paymaster of Purses' account at the conclusion of the meeting after distribution of amounts due to horsemen, 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: 800

B. Minimum number of stalls believed necessary for the meeting: 625

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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.

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): 1,040

G. State estimated cost to provide off-site stalls for this meeting. Show cost per day per stall. N/A

H. State 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 on-site during training hours, workouts, and racing for the association and auxiliary sites: Layne Schloeder DVM (monitoring veterinarian, also), 916-206-7542, Tue–Sun, 7 AM till noon. (Track closed Mon during racing.)

1. Attach a schedule listing the dates and times that the racing veterinarian will be available on-site during training hours, workouts, and racing for the association and auxiliary sites.

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 (ARCI) 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; ARCI #VE
Race #1	1E, 1DD, 0.20 Tri, 0.20 PNP5	1959, 1957, 1979, 1976.9
Race #2	1E, 0.20 Tri, .10SF	1959, 1979, 1979.1
Race #3	1E, 0.20 Tri, .10SF	1959, 1979, 1979.1
Race #4	1E, 0.20 Tri, .10SF, 1 PK3	1959, 1979, 1979.1, 1977
Race #5	1E, 0.20 Tri, .10SF	1959, 1979, 1979.1
Race #6	1E, 0.20 Tri, .10 PNP6	1959, 1979, ARCI 004-105-G-Method 7

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Schedule of Racing Veterinarian at Cal Expo

Monday:	No training main track closed
Tuesday:	Racing Veterinarian training 7am till 12 noon.
Wednesday:	Racing Veterinarian training 7am till 12 noon
Thursday:	Racing Veterinarian training 7am till 12 noon
Friday:	Racing Veterinarian training 7am till 12 noon
	Track Veterinarian live racing 6:45 till 10:45pm
Saturday:	Racing Veterinarian training 7am till 12 noon
Sunday:	Racing Veterinarian training 7am till 12 noon
	Track veterinarian live racing 5pm till 10:15

Cal Expo has no auxiliary training sites

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Race #7	1E, 0.20 Tri, .10SF, 1 PK3	1959, 1979, 1979.1, 1977
Race #8	1E, 0.20 Tri, .10SF	1959, 1979, 1979.1
Race #9	1E, 0.20 Tri, .10SF	1959, 1979, 1979.1
Race #10	1E, 0.20 Tri, .20 PNP4	1959, 1979, 1976.9
Race #11	1E, 0.20 Tri, .10 Super H5	1959, 1979. ARCI 004-105-X-Option 3
Race #12	1E, 0.20 Tri, .10SF, 1 PK3	1959, 1979, 1979.1, 1977
Race #13	1E, 0.20 Tri, .10SF, 1DD	1959, 1979. 1979.1, 1957

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.

C. Maximum carryover pool to be allowed to accumulate before its distribution **OR** the date(s) designated for distribution of the carryover pool: April 30, 2023

D. List any options requested with regard to exotic wagering. We request to continue our promotional 16% takeout on both our PN4 and PN5 wagers. These reduced takeout promotional rates have proven very popular.
Request for Friday $30,000 Guaranteed Pick-4 Pool
Request for Sunday $40,000 Guaranteed Pick-4 Pool

Attached is a letter requesting the reduced takeout promotional wagers.

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. 10 AM all live race days.

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 International…Statewide contract, contract expires 12/31/2023

G. List below the takeout percentage for each type of wager identified in 10.A.

	TAKEOUT PERCENTAGE (Example) PNP5-14%
Race #1	WPS 17.43% E24.18% Pick-5 16% Tri 24.18% DD 24.18%
Race #2	WPS 17.43% E 24.18% Tri 24.18% Sup 24.18%
Race #3	WPS 17.43 % E24.18% Tri 24.18% Sup 24.18%
Race #4	WPS 17.43% E 24.18% Tri 24.18% Sup 24.18% P3 24.18%
Race #5	WPS 17.43% E 24.18% Tri 24.18% Sup 24.18%
Race #6	WPS 17.43% E 24.18% Tri 24.18 Pick-6 24.18%
Race #7	WPS 17.43% E 24.18% Tri 24.18% Sup 24.18% P3 24.18%

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Promotional Wager Takeout Reduction Request

Cal Expo 2022/2023 Meeting

Watch and Wager.com LLC, and the California Horseman's Association jointly request a reduction in takeout for three nightly wagers on the program. The wagers requested for reduction are for both $0.20 Pick-5 wagers, and the $0.20 Pick-4 wager. The normal takeout rate for those wagers would be 24.18%, we are requesting a reduced 16% takeout on the above nightly wagers.

Business and Professions code 19610.8 states that upon joint request of the association or fair accepting the wager, and the organization representing the horseman and horsewomen participating in the meeting of the association accepting the wager, the board may set the total percentage deducted from the pari-mutuel pool for any new wager introduced after Jan 1, 2004 in an amount of at least 10% but not more than 30% of the total amount handled in the pari-mutuel pool for the wager.

The California Harness Horseman's Association has approved this joint request of reduction of takeout on the above stated wagers.

For the past nine years the requested promotional wagers at 16% have proved very popular. We ask the board to approve the continuation of reduced takeout for the above nightly promotional wagers.

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California Harness Horsemen's Association
P.O. Box 254767
Sacramento, CA 95865
(916) 263-7888; fax (916) 263-7887

August 5, 2022

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

Dear Mr. Chaney:

The California Harness Horsemen's Association consent is herein given for the various wagering formats, including the use of wagers with reduced take-outs that are presented in the license applications that has been submitted to the California Horse Racing Board by Watch & Wager, LLC in order to conduct harness racing at Cal Expo beginning November 18, 2022 and concluding in April 2023.

Sincerely,
CALIFORNIA HARNESS HORSEMEN'S ASSOCIATION

Jimmy Perez,
Executive Director

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Race #8	WPS 17.43% E 24.18% Tri 24.18% Sup 24.18%
Race #9	WPS 17.43% E 24.18% Tri 24.18% Sup 24.18%
Race #10	WPS 17.43% E 24.18% Tri 24.18% P4 16.00 %
Race #11	WPS 17.43% E 24.18% Tri 24.18% Super Hi 5 24.18%
Race #12	WPS 17.43% E 24.18% Tri 24.18% Sup 24.18% P3 24.18%
Race #13	WPS 17.43% E 24.18% Tri 24.18% Super 24.18% DD 24.18%

11. ADVANCE DEPOSIT WAGERING (ADW)

A. Identify the ADW provider(s) to be used by the association for this race meeting. Watchandwager.com, TVG, Twinspires, NYRA Bets

B. Attach a copy of the agreement/contract with each ADW provider to be used for this race meeting.

C. Have the agreements/contracts 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.

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: Southern California Off Track Wagering Inc (SCOTWINC)

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.

C. California simulcast facilities the association proposes to offer its live audiovisual signal: All CHRB licensed California simulcast wagering facilities, card rooms, Indian gaming centers, mini satellites, and racetracks.

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

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

F. California minisatellite wagering facilities the association proposes to offer its live audiovisual signal: All licensed California mini-satellite sites.

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California Harness Horsemen's Association

P.O. Box 254767

Sacramento, CA 95865

(916) 263-7888

August 5, 2022

Mr. Scott Chaney

Executive Director

California Horse Racing Board

1010 Hurley Way, Suite 300

Sacramento, CA 95825

Dear Mr. Chaney:

This letter is to acknowledge our support for and approval of the out-of-state simulcasting of the nightly California harness races from Watch & Wager at Cal Expo in Sacramento, CA to Board approved in-state-and out-of-state simulcast venues during the period of time that Watch & Wager is conducting its harness race meet at Cal Expo. This also approves the use of live harness racing for wagering by ADW providers that have been approved by the Board and have an agreement with Watch & Wager as required by California B&P Code, Section 19604.

These approvals shall commence with the scheduled harness meet on November 18,2022 and extend through the final day of racing in April of 2023. It should be noted that the CHHA does reserve the right to withdraw its approval upon notification to the Board by a 15 day written notice.

We are please to work with Watch & Wager to send the audio and visual signals of our nightly live races to satellite wagering venues and ADW providers that are licensed by the California Horse Racing board.

Please let me know if I can be of any further assistance in this or any other matter.

Sincerely,

CALIFORNIA HARNESS HORSEMEN'S ASSOCIATION

Jimmy Perez

Executive Director

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Watch & Wager LLC @ Cal Expo Harness

OUT OF STATE SIMULCAST WAGERING LOCATIONS

2022/2023 Meeting

American Tab, Oregon
Capitol District OTB, New York
Catskill Region OTB, New York
Connecticut OTB, Connecticut
Downs at Albuquerque, New Mexico
Elite Turf Club,
Fire Lake Casino, Oklahoma
Foxwoods Casino, Connecticut
Fraser Downs, BC, CAN
Freehold Raceway, New Jersey
Game Play Network
Harrah's Philly, PA
Harrington Raceway, Delaware
Hastings Park, BC, CAN
Hawthorne Racecourse, Illinois
Hippodrome de Montreal, QUE, CAN
Hoosier Park, Indiana
Illinois OTB, Illinois
Indianapolis Downs, Indiana
Las Vegas Dissemination, Nevada
Les Bois Park, Idaho
Lien Games LLC
Lone Star Park, Texas
Meadowlands Racetrack, New Jersey
Mesquaki Casino, Iowa
Mohawk Racetrack, ONT, CAN
Nassau Region OTB, New York
Nevada Pari-mutuel Association, Nevada
Northfield Park, Ohio

Northville Downs, Michigan
Ocean Downs, Maryland
Penn National Gaming, Pennsylvania
Philadelphia Park, Pennsylvania
Plainridge Park, Massachusetts
Premiere Gateway
Racing Channel, Oregon
Racing & Gaming Services, St. Kitts
Rosecroft Raceway, Maryland
Sam Houston Park, Texas
Saratoga Harness, New York
Scioto Downs, Ohio
Southland Greyhound, Arkansas
Sports Creek Raceway, Michigan
Suffolk Downs, MA
Suffolk Regional OTB, New York
Sunland Park, New Mexico
TAB Australia
TAB New Zealand
Television Games Network (TVG)
Thistledown, Ohio
The Downs at Albuquerque, New Mexico
The Meadows, PA
The Red Mile, Kentucky
Tri-State Greyhound, WV
TwinSpires.com
Watch and Wager.com LLC, ND
Western Fair, ONT, CAN
Western Region OTB, New York
Windsor Raceway, ONT, CAN
Woodbine Entertainment. Group, ONT, CAN
Yonkers Raceway, New York
XpressBet.com

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Watch and Wager LLC @ Cal Expo 2022/2023 Meeting

OUT OF STATE SIMULCAST WAGERING LOCATIONS THAT WILL COMBINE THEIR POOLS WITH CAL EXPO.

American Tab, Oregon
Atlantic City Race Course, New Jersey
Atlantis Paradise Island Casino, Fla
Batavia Downs, New York
Borgata Casino, Atlantic City, NJ
Buffalo Thunder Resort, New Mexico
Capitol District OTB, New York
Catskill Region OTB, New York
Connecticut OTB, Conn.
Downs at Albuquerque, New Mexico
Elite Turf Club
Empire City Bets, New York
Fire Lake Casino, Oklahoma
Foxwoods Casino, Connecticut
Fraser Downs, BC, CAN
Freehold Raceway, New Jersey
Game Play Network, Ca
Global Wagering Inc, ND
Harrington Raceway, Delaware
Harrah's Philly, Pa
Hastings Park, BC, CAN
Hawthorne Racecourse, Illinois
Hippodrome de Montreal, QUE, CAN
Hoosier Park, Indiana
Illinois OTB, Illinois
Indianapolis Downs, Indiana
Las Vegas Dissemination, Nevada
Les Bois Park, Idaho
Lien Games, North Dakota
Lone Star Park, Texas
Maywood Park, Illinois
Maryland Jockey Club, Maryland
Meadowlands Racetrack, New Jersey
Megatote LLC, WI
Mesquaki Casino, Iowa
Mohawk Racetrack, ONT, CAN
Nassau Region OTB, New York
Nevada Pari Mutuel Association
Newco Ventures… NYRA Bets.com
Northfield Park, Ohio
Northlands Park, BC, CAN
Northville Downs, Michigan
Ocean Downs, Maryland
Penn National Gaming, Pennsylvania
Philadelphia Park, Pennsylvania
Plainridge Park, Massachusetts
Potawatomi Bingo Casino, Wisconsin
Premiere Gateway
Premier Turf Club, Florida
Racing Channel, Oregon
Racing & Gaming Services, St. Kitts
Running Aces, Minnesota
Sam Houston Park, Texas
Saratoga Harness, New York
Scioto Downs, Ohio
Southland Greyhound, Arkansas
Sports Creek Raceway, Michigan
Suffolk Downs, MA
Suffolk Regional OTB, New York
Sunland Park, New Mexico
Television Games Network (TVG)
The Meadows, Pa
Thistledown, Ohio
The Downs at Albuquerque, New Mexico
The Red Mile, Kentucky
Tri-State Greyhound, WV
TwinSpires.com
Watch and Wager.com LLC
Western Fair, ONT, CAN
Western Region OTB, New York
Woodbine Entertainment. Group, ONT, CAN
XpressBet Com
Yonkers Raceway, New York

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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 indicate whether a full card will be accepted. If the full card will not be imported, state "selected feature and/or stakes races".

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 that 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 fifty (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 indicate 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

I. For **STANDARDBRED** 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 indicate whether 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
Hawthorne	TBD	Selected Feature
Northfield Park	TBD	Selected Feature
Yonkers Raceway	TBD	Selected Feature
Woodbine Harness	TBD	Selected Feature
Pocono Downs	TBD	Selected Feature
Meadowlands	TBD	Selected Feature
Mohawk	TBD	Selected Feature
Hoosier	TBD	Selected Feature

J. For **ALL** racing associations, list imported simulcast races the association plans to receive that 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

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).

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California Harness Horsemen's Association

P.O. Box 254767

Sacramento, CA 95865

(916) 263-7888

Aug 5, 2022

Mr. Scott Chaney

Executive Director

California Horse Racing Board

1010 Hurley Way, Suite 300

Sacramento, CA 95825

Dear Mr. Chaney:

This letter is to acknowledge the approval of the California Harness Horsemen's Association for the simulcast of the nightly harness and quarter horse races from out-of-state or out-of-country racing venues to the Watch & Wager meet conducted at Cal Expo in Sacramento.

This approval begins with the scheduled harness meet on November 18, 2022 and extends through the final night of racing in April of 2023. It should be noted that CHHA does reserve the right to withdraw its approval upon notification to the board by a 15 day written notice.

We are pleased to participate in Watch & Wager's simulcasting program. Please let me know if I can be of any further assistance in this or any other matter.

Sincerely,

CALIFORNIA HARNESS HORSEMEN'S ASSOCIATION

Jimmy Perez

Executive Director

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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 provisions 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 three (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 wagering, and out-of-state wagering and that 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 three 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 wagering, 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: Sacramento Horseman's Association 3200 Longview Dr. Sacramento, CA 95821

B. Names and addresses of the trustees or directors of the distributing agent: Paris Frazier, 3200 Longview Dr. Sacramento, CA 95821 501 C4 - 68-0031464

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 Business and Professions 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 twelve (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)	Dr. Tom Bergstrom, DVM
Clerk of Scales	N/A
Clerk of the Course	Patricia Petersen
Film Specialist	Plusmic Inc.
Horse Identifier	Kenneth Fowler/ Sandra Rios
Horseshoe Inspector	Larry Goshman
Paddock Judge	Walter Petersen
Patrol Judges	Kenneth Fowler
Placing Judges	Tina Waters
Starter	Adam Brownlee
Timer	Tina Waters

B. Management officials in the racing department:

Director of Racing	Robin Schadt
Racing Secretary	Robin Schadt

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Assistant Racing Secretary	Brent Bridges
Paymaster of Purses	Glen Harris
Others (identify by name and title)	

C. Name, address, email, and telephone number of the reporter employed to record and prepare transcripts of hearings conducted by the stewards: Wendy Frazier Reporting, 13136 Ivey Rd., Herald, CA, 95638 916-956-3914 breezecsr@att.net

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, CDV -210 System- Bill O'Brien. Contract expires May 10, 2023.

E. Indicate 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: Jim Porep, President. Contract expires May 1, 2023. Total of 6 cameras, Upper Pan, Lower Pan, 1/8 Pole Tower Head On, 5/8 Pole Tower Head On. Paddock, Finish Line Ground Level.

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: Automatic electronic timer maintained and owned by Pegasus Communications. Contract Expires May 1, 2023.

15. SECURITY CONTROLS

A. State the 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. Chief Craig Walton, 916-263-3000/3120. See attached 2022 security organizational chart.

B. Estimated number of security guards, gatemen, patrolmen, or others to be engaged in security tasks on a regular full-time basis: 18

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.

2. Detention Stalls:

   a. Attach a plan for use of graded stakes or overnight races. Attached
   b. Number of security guards in the detention stall area during a 24-hour period: 3
   c. Describe number and location of surveillance cameras in detention stall area. The detention barn is monitored by one surveillance camera. The recording location is the main backstretch entrance Gate 12.

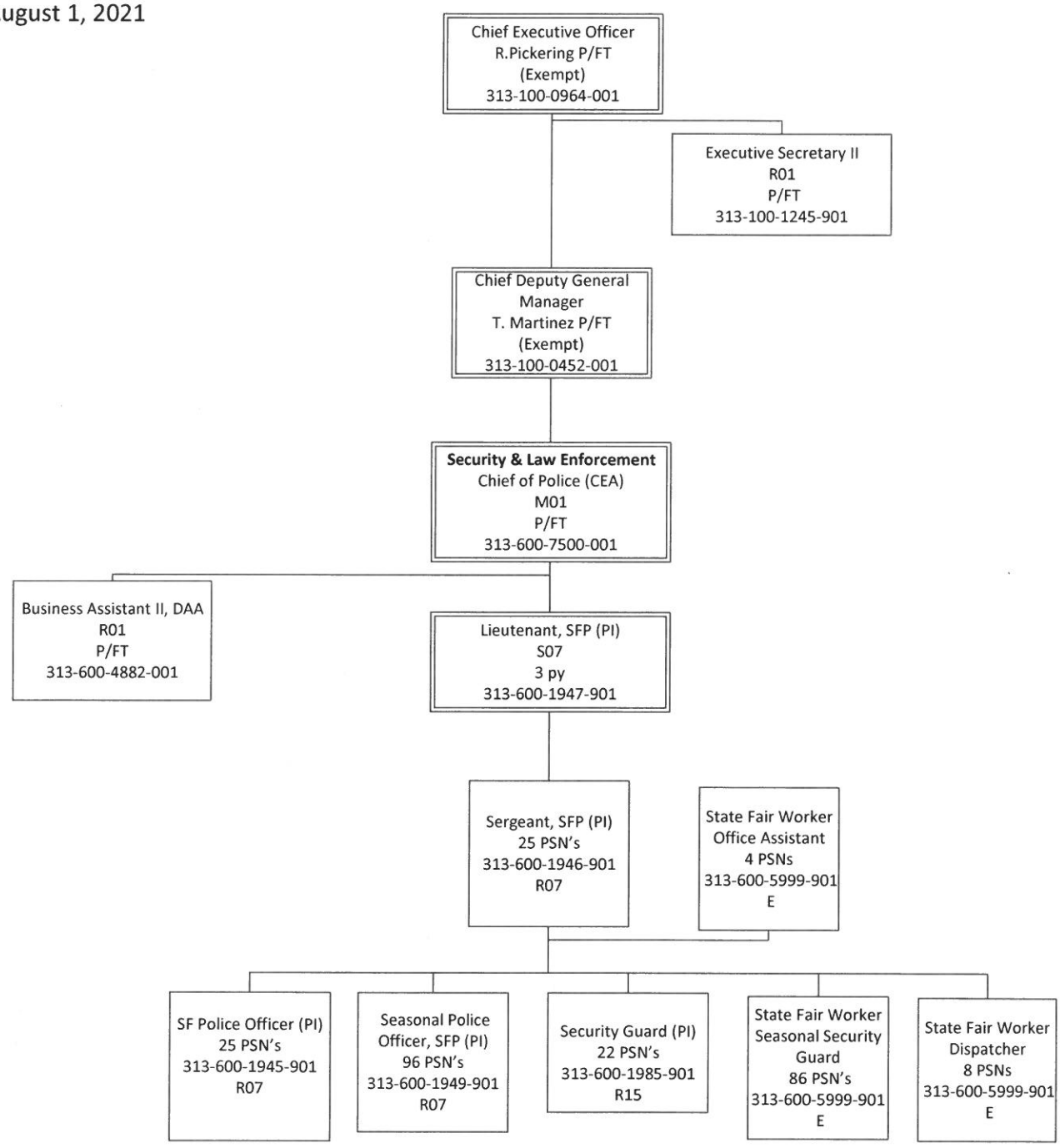
3. TCO2 Testing:

   a. Number of races to be tested, and number of horses entered in each race to be tested: Currently seven races nightly, two horses per race, randomly drawn by the stewards. Association will evaluate for potential increase.
   b. Plan for enhanced surveillance for trainers with high-test results: TCO2 levels exceeding 37 millamoles are considered positive tests. We will require detention of a high testing horse for a minimum of four starts.

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California Exposition & State Fair
Police Department

August 1, 2021



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Watch and Wager Detention Barn Procedures

2022/2023 Meeting

The Cal Expo Detention Barn is a stand-alone fully secure 20 stall barn located at the south end of the Cal Expo barn area.

There is a guard on duty out front of the detention barn. All personnel entering are required to be sign in the log book. Veterinarians are allowed in for Salix administration only.

All California Sire Stake races, along with designated overnight stakes are required for detention.

Detention barn horses are required to report by 12 noon to the detention barn.

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c. Plan for detention stalls for repeat offenders: Repeat offenders will have their entire barn in detention for a period of no less than 30 days. Repeat offender will bear the cost of such detention. Any violation thereafter, offending trainer will be considered for exclusion.

d. Number of security personnel assigned to the TCO2 program: A pool total of 10, with no more than 2 at any given time.

C. Describe the electronic security system.

1. Location and number of video surveillance cameras for the detention stall and stable gate: One surveillance camera and monitor will be located at both the detention barn and Gate 12 main gate.

D. For night racing associations: Describe emergency lighting system. Generator lights are placed in strategic locations around the racetrack. In addition the starting gate lights will be used for safe exit of racing participants in the event of power loss.

16. EMERGENCY SERVICES

A. Name, address, and emergency telephone number of the ambulance service to be used during workouts and during racing: American Medical Response, 1779 Tribute Rd, Sacramento, CA, 95815 916-563-0600

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.

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.

C. Describe the on-track first aid facility, including equipment and medical staffing. The Cal Expo first aid station is located just past the main entrance. The facility is staffed by the Cal Expo police staff. A minimum of two Cal Expo police officers are on duty during the live racing program. Basic first aid supplies include antibiotic ointment, cotton balls/swabs, gauze pads/roller, sterile eyewash, thermometer, turkey baster for cuts. All Cal Expo police officers are CPR trained, they are also trained for Defibrillator (on site) use. Basic first aid services are offered at the station. In addition the on duty ambulance staff provides basic first aid services. The ambulance service is staffed by one EMT, and one Paramedic. The ambulance staff also has a wide range of basic and advanced life support equipment on hand.

D. Name and emergency telephone number of the licensed physician on duty during the race meeting: N/A
If Quarter Horse racing association, see D.1.

1. Name, address, and emergency telephone number of a hospital located within 1.5 miles of the racetrack, with which an agreement is in place to provide emergency medical services, pursuant to Business and Professions Code section 19481.3(a): Sutter Memorial Hospital 5151 F St, Sacramento 916-454-3333 (1.5 miles) Mercy General Hospital 4001 J St, Sacramento 453-4553 (1.5 miles)

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August 23nd, 2022

To Whom It May Concern;

American Medical Response – Sacramento Valley operates emergency and non-emergency ambulance transportation in and around the greater Sacramento area. I certify that all of our Emergency Medical Technicians (EMT's) and Paramedics are licensed by the California State Emergency Medical Services Authority (EMSA). The Paramedics are additionally accredited by Sacramento County Emergency Medical Services (SCEMS). Upon request, personnel names and certification numbers can be provided for verification. EMSA has a website where Paramedic and EMT's licenses can be reviewed and verified as active and in good standing:

http://www.centralregistry.ca.gov/Search.aspx.

Our ambulances are inspected annually by the California Highway Patrol and local EMS agency (Sacramento County EMS) and are stocked with equipment, medication and supplies as required by these agencies, to include all of the optional scope of practice items.

Please feel free to contact me if you have questions or require further information.

Sincerely,

Mark Mendenhall
(916) 563-0835
Operations Manager AMR Sacramento County

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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: Sutter Memorial Hospital 5151 F St, Sacramento 916-454-3333 (1.5 miles) Mercy General Hospital 4001 J St, Sacramento 453-4553 (1.5 miles)

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.

G. Names 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): Kate Phariss, Safety Manager Ben Kenney Asst Safety Manager

H. Attach a fire clearance from the fire authority having jurisdiction over the premises.

I. Name of the workers' compensation insurance carrier for the association and the number of the insurance policy (if self-insured, provide details): Oak River (Berkshire Hathaway) Policy# WAWC011195

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 ten (10) days' notice of any cancellation or termination of insurance that secures the liability of the association for payment of workers' compensation.

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, which may be either permanent or mobile, that 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. 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. 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. 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: Spector Corp under Master Contract with Cal Expo.

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.

B. Promotional/Marketing budget for this race meeting: $80,000
Promotional/Marketing budget for prior race meeting: $77,000

CALEXPO
HORSE RACING

Watch & Wager,com LLC @ Cal Expo

FOR ON TRACK INJURY TO DRIVERS

"FIRST RESPONSE"

- In the event of an accident, the Starter; Outrider, and/or Ambulance shall respond immediately
- The American Medical Response Ambulance will stop on the track and assess the driver's(s) need.
- The attending medical professionals shall be equipped with advanced cardiac life support (ACLS) and other necessary acute medical treatment equipment and supplies.
- An "on site evaluation" of injuries to the driver(s) shall be made.

"ON SITE EVALUATION"

- Based on the Emergency Medical Response, the Paramedic and EMT team on the American Medical Response Ambulance, will provide on site evaluation of injuries and make decision to either treat the injured driver(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 American Medical Response shall treat the injured drivers(s); or,
- If off site treatment is deemed necessary, a back up ambulance from American Medical Response will be summoned to either take over the duties at the track or transport the injured party to the appropriate medical center.

"INJURY TREATMENT"

- If the injured driver(s) is treated by the Paramedic on the American Medical Response Ambulance, they will be the primary care provider.
- If a back up ambulance is requested, the injured driver(s) shall be transported to the local appropriate medical facility.

This notice shall be posted in a conspicuous and highly visible location in the driver's room

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CALEXPO HORSE RACING

Watch & Wager.com LLC @ Cal Expo

"PRIMERA RESPUESTA"

- En caso de un accidente, respondera la ambulancia, el poniador, o, el carrode comensar.
- La ambulancia respondera par aver lo necesario.
- La ambulancia tiene el equipo necesario para acsidentes.
- Se hara una evaluacion deacuerdo al accidente.

"EVALUACIO AL INSTANTE"

- Basandose al (EMT) Emergencia Medica Responsible. Que es la ambulancia. Ellos Aran Una evaluacion al instante. Para ver si se puede tartar al momento o ser transportado, al hospital.

"ATENCION AL ACSIDENTADO"

- El acidentado sera tratado de imediato por (EMT).
  Sies demaciado grabe el acsidente sera transportado por ambulancia

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DEPARTMENT OF FORESTRY AND FIRE PROTECTION

OFFICE OF THE STATE FIRE MARSHAL
Fire and Life Safety Division - North
2251 Harvard Street, Suite 130, Sacramento, CA 95815
(916) 568-3826

SPOT INSPECTION REPORT

LOCATION INFORMATION

Building Name: HORSE / BACKSTRETCH BARNS A-Z

Street Address: 1600 Exposition Blvd **County:** Sacramento

City, State, Zip code: Sacramento, CA, 95815

Lot Number: **Suite Number:**

Floor Number:

Agency: DAA California Exposition & State Fair (60050)

SFM File No.: 04-34-91-0001-00024

INSPECTION INFORMATION

Inspection Number : 123755 **Inspection Type:** Spot Inspection

Inspection Date : 06/07/2022 **Inspection Status :** Passed

Inspector: Cliff DuGranrut **Inspection Hours :** 0

Inspector Signature: **Travel Hours :** 0

Inspection Comments: In accordance with CHRB Rule 1927; Fire Prevention, Each barn or structure which is used by the association for the stabling of horses or human habitation, is equipped with an automatic sprinkler system and an automatic fire alarm system. Approval to occupy has been granted.

Discussed With: Marcia Shell **Title:** Assistant General Manager

Accompanied By: **Title:** Chief of Plant Operations and Maintenance

Mitch Pryor

Signed:

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watch and wager

Operating Harness Racing at Cal Expo

Scott Chaney
Executive Director
California Horse Racing Board

September 21, 2022

Re: Request for waiver under CHRB #1927

Dear Scott,

Cal Expo and Watch and Wager have obtained a valid fire clearance permit from Cal Fire dated June 6,2022. This permit would fall outside of the 45-day period prescribed in CHRB 1927. We are requesting from the Board a waiver of the 45-day inspection rule under 1927.

Thank you for consideration of our request.

Sincerely,

Christopher J. Schick
General Manager
916 243 8215

WATCLLC-02

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER **License # 0E67768** **IOA Insurance Services** **3875 Hopyard Road** **Suite 200** **Pleasanton, CA 94588**	CONTACT NAME: PHONE (A/C, No, Ext): **(925) 416-7862** FAX (A/C, No): **(925) 416-7869** E-MAIL ADDRESS:
INSURED **WatchandWager.com, LLC** **25 Cadillac Drive, Suite 201** **Sacramento, CA 95825**	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : **Oak River Insurance Company** — **34630** INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [blank]	$ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [blank]	$ $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE [blank]	$ $ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	**N / A**		**WAWC317471**	**8/3/2022**	**8/3/2023**	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ **1,000,000** $ **1,000,000** $ **1,000,000**

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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C. Number of hosts and hostesses employed for meeting: 2

D. Describe facilities set aside for new fans. None

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

1. Horsemen	Upgraded paddock
2. Fans	Upgraded website
3. Facilities in the restricted areas	None at this time

19. SCHEDULE OF CHARGES

A. List proposed charges. Note any changes from the previous year.

Admission (general)	Free
Admission (clubhouse)	Free
Reserved seating (general)	N/A
Reserved seating (clubhouse)	N/A
Parking (general)	Free
Parking (preferred)	N/A
Parking (valet)	N/A
Programs (on-track)	$4.25
(off-track)	$4.75

B. Describe any "Season Boxes" and "Turf Club Membership" fees. N/A

C. Describe any "package" plans, such as combined parking, admission, and program. N/A

20. JOCKEYS/DRIVERS' QUARTERS

A. Check the applicable amenities available in the jockeys/drivers' quarters.

☒ Corners (lockers and cubicles) How many 46

☒ 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. Female drivers have a separate room for changing, along with a separate rest room and showering facilities.

21. BACKSTRETCH EMPLOYEE HOUSING

A. Inspection of backstretch housing was completed by (name) on (date) .

B. Number of rooms used for housing on the backstretch of the racetrack: 44

C. Number of restrooms available on the backstretch of the racetrack: 8

D. Estimated ratio of restroom facilities to the number of backstretch personnel: 1/5

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: 5,280 feet.

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B. Describe the type of track surface at the facility, including the specific track surface composition. The Cal Expo track surface is made up of various types of sand, very coarse, coarse, medium to fine. Silt and clay are also components. Medium to very fine sand makeup 75.4% of the sand. #2 screened fill sand added throughout the season to maintain surface consistency.

C. The percent of cross slope in the straightaways is: 2%
The percent of cross slope in the center of the turns is: 5-6%

D. Describe the type(s) of materials used for the inner and outer railings of the race course, the type of inner railing supports (e.g., 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. No Rail on Inside- Pylon System. Outer Rail Aluminum.

E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474: J.R. Williams, Track Superintendent

F. Attach a Track Safety Maintenance Program pursuant to CHRB Rule 1474.

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 that 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 ten (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.

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.

C. Attach an agreement to provide for race-day furosemide administration, pursuant to CHRB Rule 1845.

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.)

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

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AGREEMENT BETWEEN

WATCH AND WAGER.COM LLC

And

CALIFORNIA HARNESS HORSEMEN'S ASSOCIATION

THIS AGREEMENT is entered into between Watch and Wager.com LLC ("WAW"); and California Harness Horsemen's Association, a California corporation ("CHHA"). For convenience herein, WAW and CHHA may be referred to as the "Parties."

Recitals

A. Whereas WAW desires to operate harness racing meets at the Cal Expo Racetrack facility in Sacramento, California.

B. Whereas CHHA is comprised of most owners, trainers, drivers, and breeders of harness/Standardbred racehorses which will participate in all harness racing meets conducted at Cal Expo and has been acknowledged by the California Horse Racing Board (CHRB) to be the organization to represent horsemen at California harness racing meetings.

C. Whereas the CHRB allocates harness racing dates for specific periods during the calendar year.

Now, therefore, the parties agree as follows:

1. HARNESS RACING DATES:

a) The CHRB has allocated harness racing dates to Cal Expo for the period November 18,2022 through April 30, 2023 (proposed racing calendar attached) for a harness racing meet to be conducted at the Cal Expo racetrack in Sacramento, California. It is acknowledged and understood by both parties that harness racing dates are allocated by the CHRB and harness racing dates for the above allocation as well as any allocation for calendar year 2022/2023 will be requested by WAW.

b) WAW and CHHA mutually agree to make every attempt to request the allocation of and operate a minimum of 47 racing days each calendar year at the Cal Expo facility, with racing weeks consisting of one (1) or two (2) racing days each week. Changes in racing dates can be made with the consent of both parties and neither party will unreasonably withhold this approval.

c) "Race meet" or "racing meet" is defined as the entire period under the conduct of an association within the enclosure of the designated grounds for which the CHRB has granted a license.

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2. TERM OF AGREEMENT

a) The term of this Agreement is August 1,2022 through July 31, 2023. This Agreement may be extended for two additional one-year terms, exercised independently, provided that the Parties reach .a mutually acceptable agreement.

b) This agreement shall be considered null and void prior to the expiration date listed above if another operator, other than WAW, l& operating the race meet; or if another organization, other than CHHA, is representing the owners, trainers, drivers, and breeders, pursuant to CHRB approval.

3. HORSEMEN'S PURSE POOL:

a) The amount to be paid by WAW to horsemen participating in the race meet as purses shall be determined and computed in accordance with the California Business &, Professions Code regulations. Said amounts are derived from wagering handle on all live harness races emanating from Cal Expo and all imported out-of-state races that are Hosted by WAW from On-Track Handle, California off-Track Handle, Out-of-State Handle on WAW live races, Advance Deposit Wagering handle in California on WAW live and WAW hosted events, and Exported Advance Deposit Wagering (ADW) handle on WAW live handle through out-of-state ADW providers, from purse monies generated pursuant to B.& P.Code Section 19596.1 (a)(4) and from any other wagering sources that are approved by the California State Legislature as part of the Business & Professions Code and/or by Rules and Regulations that are promulgated by the CHRB.

b) The parties agree that purses in the Opening Purse Schedule shall be based on a payout of approximately Forty Eight-Thousand Dollars ($48,000.00) per racing day for the Forty six (46) racing days included in this race meet.

c) The parties agree that this Agreement shall constitute the written agreement contemplated in Business & Professions Code section 19605.7(c) and that fifty percent (50%) of the one-half of one percent (0.5%) of unused funds identified in said section 19605.7(c), commonly referred to.as a "promotion fund," shall be deposited into the horsemen's purse pool account at the conclusion of the race meet.

d) Nothing in this Agreement is intended to alter the requirement of the law {Bus. & Prof. Code§ 19619) with regard to the funding of the California Standardbred Sires Stakes Program.

e) WAW and CHHA mutually agree that any subsidy of California Sires Stakes Program races shall come from the horsemen's purse pool. All Sires Stakes supplemental purse monies shall be paid by WAW directly to the California Standardbred Sires Stakes Committee (CSSSC) administrator. The purse pool contribution for the 2022/2023 meeting will be $220,000

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f) The parties will endeavor to estimate the number of purses to be paid at the race meet, separately and singularly so as to avoid the overpayment or underpayment of purses to the horsemen by Cal Expo. WAW and CHHA shall provide to each other, an estimate of the purse pool generated during the period covered in this agreement.

Any underpayments or overpayments pf purses shall be carried over to subsequent meets that are operated by 01AW.

In the event an overpayment exists at the end of a scheduled race meet and the subsequent race meet is operated by an entity other than WAW, then CHHA shall make every effort to include, in their agreement with the new operator, to have purse **funds** directed and paid to WAW in the exact amount of the purse overpayment no later than six (6) months after the last scheduled racing day of a race meet operated by WAW. **If an** underpayment of purses exists at the end of a scheduled race meet and the subsequent race meet is operated by an entity other than WAW, then the two parties shall meet and mutually agree to a method to distribute any underpayments in a manner that will benefit the harness horsemen who **had** participated in the race meet.

g) Representatives of each party shall meet either party requests to discuss any issues related to the purse pool or any other matter. The parties agree that they **will** meet on a regular basis to determine if the purse levels are being met by the handle and to determine if a purse increase or decrease is necessary to be placed in effect for the current meet or subsequent meets.

h) Southern California Off Track Wagering, Inc. (SCOTWINC) receives payments from harness operators for expenses related to the harness race meet and thereafter refunds excess amounts collected by SCOTWINC from the operator. Inestimating the amount of money available for the payment of purses WAW shall also estimate that the purse pool shall receive, on a retroactive basis, one-half ofall of the SCOTWINC refunds paid as a result of the race meet. In the event of a SCOTWINC shortfall, Both parties agree to equally share any liability.

i) Pursuant to Business & Professions Code section 19601(1), when WAW is required to pay to Los Alamitos an impact fee, fifty percent (50%) of the impact fee paid to Los Alamitos shall be paid from commissions and fifty percent (50%) shall be paid from the purse pool.

j) Pursuant to Business & Professions Code section 19605.77.(a), by signing this Agreement, CHHA approves the deduction of an additional one percent (1%)of the

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total amount handled in conventional pari mutuel pools of the WAW harness meet and hosted even for the defraying of workers' compensation costs for the trainers that are represented by CHHA.

k) CHHA shall provide to WAW a listing of all current committees and subcommittees of the CHHA.

i) When the race office combines conditions listed on the condition sheet, the purse of the resulting race shall be no less than the highest purse associated with the horse(s) that said horses originally entered for (so long as they were eligible for that race). For example, assume a NW$1500L5 race is written with a purse of $2900 and 6 enter and a NW$2500L5 race is written with a purse of $3400 and 2 enter. If these races are combined such that the new race is written NW$1500L5 AE NW$2500L5 to draw outside, then the resulting purse would be, between the lower and higher class.

4. PURSE SCHEDULE:

a) Distribution of purse money to the various classes of horses competing at WA W's race meets will be in accordance with the provisions set forth herein.

b) Purses shall not be increased during any meet except by written agreement of the CHHA Purse Committee and/or the CHHA Executive Director, as executed by the CHHA Executive Director or President and WAW. All purse increases shall apply only to overnight races and maybe distributed proportionately among all classes or races in accordance with the initial purse structure of any meet. Purses shall not be decreased without the written agreement of the CHHA Purse Committee and/or the CHHA Executive Director, as executed by the CHHA Executive Director or President and WAW. WAW must state facts upon which the decrease is warranted. CHHA shall not unreasonably withhold consent of a purse decrease.

c) After each racing week during the race meet, WA W shall make every effort to provide to CHHA, by facsimile, email, hard copy, a report indicating the weekly total amount of monies wagered (total handle), when available; estimated commissions (WA W's share); estimated purses generated (horsemen's share); estimated purses paid; breeders and owners awards; the balance of the horsemen's purse account; and whether the horsemen are overpaid or underpaid. Within thirty (30) Days of the conclusion of any meet, WA W shall furnish to CHHA the final Statement containing all of the above information for the entire meet. CHHA acknowledges that some reports are not directly provided in a timely manner to WAW; however, WAW shall make every effort to keep CHHA apprised of all handle related data on a weekly basis.

d) No purse pool money shall be used for match races, exhibition races, or special racing events unless the terms, conditions, and purses are expressly agreed upon in writing by the CHHA Purse Committee and/or the CHHA Executive Director, as

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Executed by the CHHA Executive Director or President and WAW prior to the scheduling or announcement of such races. The parties acknowledge that a Schedule of Late Closing events may be agreed upon, the Terms, Conditions & Funding of which shall be designated in writing and become part of this Agreement.

e) No race shall be placed on the condition sheet or carded for horses with a claiming price of less than Three Thousand Dollars ($3,000). Claiming prices may only be reduced below this level if agreed to in writing by WA W and the CHHA Executive Director or President Bottom level claiming races will be drawn from least money earned last five starts to the highest. Eight starters is the desired but not required goal. Bottom level claimers will be split by sex when possible. Any horse dropping from a condition race or higher claimer to the bottom claiming level will be seeded at the top level for its first start in that class, unless it has raced at the bottom claiming level at least once in its last three starts.

f) W&W will make every reasonable effort to write claiming or claiming handicap races between $4000 and $10,000. However, if such races do not fill, the NW$L5 races will be attempted to be written with Also Eligible conditions as follows:

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NW Last S Money	AE Base Claiming Price
Open II	AE: 12,500
Open III/ NW 4000	AE: $10,000
NW 3000	AE: $8,000
NW 2000	AE: 6,000

h) Purse distribution shall be as follows, 49% winner, 24% second, 11%third, 8% fourth, 5% fifth and 3% for sixth. All starters finishing worse than 6th, will receive a $40 starter fee. Starter's fees will not count as lifetime earning to the horse. If,due to an accident or other circumstance approved by the CHRB Stewards, fewer than five (6) horses finish in an overnight race, United States Trotting Association (USTA) Rule 19shall apply. Iffewer than five (6) horses earn money in an overnight race any unpaid monies will remain in the purse account.

i) The Paymaster of Purses shall: (1) pay driver's fees in accordance with CHRB Rules; (2) pay programmed trainers five percent (5%) of the purses earned by horses under their care; and (3) pay out Cal-bred Breeder Awards and Cal-bred Owner's Bonuses within fourteen (14) calendar days of each race. Breeders without an owner's account shall be paid no later than the last day of each calendar month.

j) WAW and CHHA may agree to be joint participants in a Horse Incentive Program, the terms, conditions and funding for such a program shall be set'forth in writing and become part of this Agreement.

k) The parties acknowledge the adoption of the Diamond Horse Alliance {DHA) to include horses sired from the following harness racing jurisdictions: Alberta, CAN, Manitoba, CAN, Iowa, Wisconsin, Minnesota, Maine and Michigan. The parties agree to work together and cooperate in implementing and undertaking the DHA program and to take no action which is inconsistent with that program. WAW and CHHA may agree, in writing, to discontinue the DHA program but agree that horses that have participated in this program will not be negatively affected by such cancellation.

I) The parties acknowledge the adoption of a "Standardbred Horse Retirement Fund" to assist in the care and placement of Standardbred race horses after they are retired from

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Racing. The parties agree to each contribute Five-Thousand Dollars ($5,000) to fund this program. A Committee shall be formed consisting of four (4) members from CHHA and one (l) member from WAW to serve as the "steering committee" for this program.

5. CHHA ADMINISTRATIVE FUNDING:

a) The amount to be paid from the purse pool to CHHA for the purpose of defraying the cost of administration and services by CHHA for the benefit of horsemen shall be six percent (6%) of any and all purse monies generated from sources as defined in paragraph 3(a) of this Agreement.

b) All accrued and unpaid amounts required to be paid to CHHA pursuant to this paragraph shall be paid to CHHA no later than the fifteenth (15th) day of each month for purse moneys generated the prior month. For example, if $500,000 was generated to the purse pool as defined in paragraph 3(a) of this Agreement in October 2016, six percent (6%) of that amount shall be paid to CHHA on or before November 15, 2016.

c) WAW receives funds from the pari-mutuel handle from various sources for commissions and purses. WAW may choose to provide to CHHA their administrative fees by the fifteenth (15th) day of each month based on funds that WAW has received. For example, if the ADW providers do not pay to WAW specific funds generated through the ADW providers in a timely manner, WAW shall pursue those late funds and shall pay to CHHA any outstanding administrative fees owed upon receipt of funds. To clarify, WAW may choose to not pay six Percent (6%) administrative fees to CHHA using the calculation of funds that WAW has not received and WAW shall advance funds to the purse pool but shall not advance unpaid funds to CHHA for administrative fees. WAW will make every effort by negotiation to receive the historical "slow pay" funds in a timely manner so that it can pay to the CHHA the required administrative fees.

6. USE of Track and Barn Area:

a) The barn area, including the back track and main racetrack will open no later than October 1st,,2020. The main track will be closed to horses after the last race of the final night of the race meet. WAW shall ensure that the main racetrack an.d barn areas meet Standardbred racing standards.

7. TRACK CONDITION:

a) WAW management shall supervise the planning and proper preparation of the race track prior to the opening of the race meet, including resurfacing of the track or reconditioning of the soil if necessary, and shall consult with the CHHA Track Committee to review plans for preparation. .The track is to be approved by the CHHA Track Committee no later than two (2) days prior to the opening day of racing. WAW agrees to abide by all safety rules promulgated by the CHRB with

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Regard to track maintenance and safety.

b) WAW shall obtain the approval of CID-IA's Track Committee regarding the condition of the track for racing, training, **and** safety. An emergency meeting may be scheduled on two (2) hours' notice when the safety of the track is at issue. The decision as to track safety shall be at the discretion of the Stewards for purposes of racing, based upon recommendations from CID-IA Track Committee and WA W management. The condition of the track for training purposes shall be maintained by WA W to the Satisfaction of the CID-IA Track Committee, keeping in mind the health, and welfare of the horses and all individuals participating in the training and racing of horses. In the event the CID-IA Track Committee determines the racetrack to be inadequate for Training or racing purposes, it shall promptly advise WA W management, and WA W shall promptly effectuate such repairs or remediation as may be necessary. If, in the determination of the CID-IA Track Committee the racing surface is determined to be unsafe for training or racing purposes, no owner, trainer, driver, groom, or horse shall be required to participate in any event on that racing surface.

c) The main track shall be open from 6:30AM until 12:00 PM six (6) days per week during the term of this Agreement or other times as necessary as determined by WA W management. WA W shall not withhold consent to have the racetrack open during specific periods if a majority of the horsemen agree on suitable times for the racetrack to be opened and maintained.

d) WA W shall, at its expense, provide an experienced outrider to be on the track each day during the hours when the track is open for jogging and/or training.

8. SERVICES AND CONDITIONS OF OTHER FACILITIES

a) WA W shall maintain the Driver's Locker Room in a clean, presentable condition. b)

WA W shall provide to the CID-IA and horsemen a schedule depicting the days that the barn area and racetrack will open and close for harness horses.

c) In connection with all matters affecting horsemen at the meet, WA W recognizes CID-IA **and** its respective working committees as being the designated representatives of the horsemen as recognized by the CHRB. Upon the request of WA W or any of the above committees, representatives of both parties shall meet as expeditiously as Possible to discuss and resolve any problems or matters affecting horsemen or WA W or the conduct of the meet All agreements reached with any such committee or representatives shall be reflected in writing and signed by a representative otwA W, the CID-IA Committee involved, and/or the CID-IA Executive Director or President.

d) No deduction, other than driver's and trainer's fees, fees for registration and eligibility papers, entry fees, and claims with the owners approval, fmes levied by the CHRB, deductions ordered by any court, shall be made from any owner's purse account without the authorization of the owner or his/her authorized agent. Fees for photos,

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Videos, and other services provided by or at the track will be deducted upon agreement of the owner and the vendor with notice given to the Paymaster of Purses. Any disputes as to the propriety of any such deduction must be resolved between the owner and the vendor.

9. SECURITY

a) Detention Barn: Trainers who, by stewards or association order, are serving in the detention barn will be charged the reimbursable fee for security and cleaning in the detention barn for each racing period that they are relegated to the detention barn.

b) WAW shall provide randomly scheduled night security patrol in the barn area.

c) With respect to TC02 testing and detention barn policies, WA W and CHHA agree to abide by all laws, regulations, rules, and policies of the CHRB.

IO.QUALIFYING RACES

a) WAW shall conduct qualifying races before a designated nightly racing program with a maximum of eight (8) horse fields unless larger fields are agreed to in writing by WAW and the CHHA Executive Director or President. conditions permitting. To qualify a horse as a starter, the following requirements shall be met: (1) the horse shall be identified by the horse identifier; (2) the horse shall be approved by the Stewards for conduct and safety; (3) the WA W management and the Stewards shall set time standards for particular gait and age of horses and for track Condition; and (4) timing and equipment check procedures for each qualifying race will Be consistent with those used for pari-mutuel rac es.

b) In the event any horses have not started within forty-five (45) days immediately preceding a race in which they are to be entered, those horses shall be required to qualify. This rule will be extended to sixty (60) days through the month of November. This requirement may be waived by WA W and the CHHA upon agreement by both parties for any reason deemed necessary.

11.LA TE CLOSERS **AND** ENIRIES

a) Early or late closing events shall be conducted only upon a written agreement of terms for such races between WA W and the CHHA. Some examples of items that maybe included in the agreements for early or late closing events are condition of race, purse amounts, guarantees, entry fees, added purse monies, number of betting interests, etc.

b) It is agreed that in all claiming races, Cal-Sired and Cal-Bred horses will receive a 50% base claiming allowance. DHA horses which include Alberta, Iowa, Minnesota, Maine Wisconsin and Michigan will be given a base claiming price allowance of

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25% in addition to normal age and Sex allowances. It is further agreed that any and all lifetime or last 5 or similar conditions, related to earnings will reflect a 50% Allowance for all DHA horses. For example, a "Non-winnersof$1,500 last 5 starts" Race shall be written "Non-winners of$1,SOO (DHA $2250) last 5 starts". This would include any Also Eligible conditions.

c) All entries in any race must be given the option to withdraw with no date penalty and to enter another race in the event of a condition change after the normal time for close of entries. If a race does not fill, the Racing Secretary may cancel the race and write a new condition(s) as a substitute race. Such new race shall be announced (including a text message to text subscribers). Any horses having entered an unfilled race shall be given preference over late entries.

d) The preference rule to be in effect for the meet shall enable all horses to be eligible for a given race regardless of who the trainer or owner(s) are. In all cases all horses eligible for a race shall have their respective preference dates used to determine their eligibility for that race. However, in no case shall any common owner have three or more three horses in a race and in no case shall any trainer have three or more horses in a race, paid-in races excepted.

e) USTA rule 14.10 shall otherwise govern Preference Dates. However, for the sole purpose of eligibility with regard to preference, any horses entered to race at Cal-Expo on a single-entry date shall be considered to have the same preference date designated as the earliest of the race dates related to that entry date. For example, if the entry date is Tuesday, January 10 for races on Friday and Saturday January 13 and 14, then all horses that would otherwise have a preference date would be given the preference date of Friday, January 13, even if they actually race on Saturday January 14.

f) When a minimum of eight (8) separate betting interests are entered for a race, the race shall be considered filled and no late entries shall be accepted by the Racing Secretary. In no event shall any race be drawn with less than five (5) separate betting interests except by mutual written agreement of WAW and the CHHA Executive Director or President. If a race is not filled, the Racing Secretary may call for additional entries or may cancel the race and add a substitute race which adds conditions to any original condition. When this occurs, the Racing Secretary or his or her designees shall announce over a public address system the relevant facts and send a text message to those who have subscribed to such a service reflecting the same information.

g) When a horse is scratched prior to the announced scratch time, the number one also eligible shall draw into the post position vacated by the scratched horse. Once the announced scratch time has passed, all horses which have drawn into a race are obliged to race unless scratched due to one of the reasons set forth in CHRB rules. WAW shall make available to CHHA, each day after the draw, the list of entries.

h) Unless agreed otherwise between WAW and CHHA Purse Committee and/or CHHA

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Executive Director or President, the taking of daily entries shall be at a minimum of 72 hours prior to race time and scratch time shall be at a minimum of 48 hours prior to race time.

i) The condition sheet for each racing program shall contain conditions for as many races as are scheduled on the program. In addition, the Racing Secretary may write conditions for substitute races; however, substitute races that are generally equal in quality should **used** in place of an originally carded race that did not **fill.**

12.RACING CONDITIONS

a) WAW, with the written consent of CHHA, executed by its Executive Director or President, may apply to the CHRB for permission to conduct one (1)to five (5) racing programs during each scheduled week of its meeting based upon the availability of race ready horses. Racing weeks of less **than** two (2) days may be granted if mutually agreed upon by both parties and provided there are insufficient racehorses available For two (2) days of racing. WAW and CHHA shall strive to achieve an average starter per race amount of eight (8) horses per race in all instances.

b) WAW shall not schedule any stakes during the meet except for those stakes mutually agreed to in writing by WAW and CHHA. The stakes schedule may be modified with **the** mutual written consent of the CHHA Purse Committee/ Executive · Committee/Executive Director and WAW, executed by the CHHA Executive Director or President.

c) Recalls shall be made for reasons that are considered acceptable under the. Standards maintained by the USTA and the CHRB Stewards. Under all other circumstances, all horses shall be considered starters.

d) Horses competing in races conducted as part of the California Standard bred Sires Stakes during the meet shall be required to be stabled in a designated detention barn before their respective race events, in accordance with CHRB rules, and adhere to the other conditions in the posted detention **barn** policy. Upon violation of detention barn policies, the stewards shall be notified. Current detention barn time is 12noon race day.

13.CALIFORNIA BRED RACES

a) Pursuant to Business & Professions Code Section 19568, WAW shall offer on the condition sheet at least one race per day restricted to Cal Bred horses. These races will be subject to all provisions of overnight races. The owner of a registered California bred horse that **wins** any race (excluding stakes, late/early closers, or restricted races) shall be paid by the Paymaster of Purses a bonus equal to ten percent (10%) of the winner's share of the posted purse from the horsemen's purse account. The Racing Secretary shall weekly place on the condition sheet a California Bred Open Race if a minimum of six (6) competitive California Bred Open horses enter and the race will be carded and **will** carry a purse equal to the preferred 1Class. The California Bred Open will be carded as a pari-mutuel race if there are seven (7)

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Separate wagering betting interests. If there are fewer than seven (7) separate wagering interests entered, but more than four (4), it will be at the discretion of Cal Expo management whether to card the race. If there are four (4) or fewer entries, the race will not be carded. All California bred races shall split divisions after twelve (12) or more entries have been accepted, should the race be used.

b) WAW management shall be available to meet with the CHHA Purse Committee to discuss the schedule of races and purses. WAW management shall take into consideration the number and classification California bred horses on the grounds and shall write conditions that will insure full fields. The Racing Secretary shall maintain a list of all California bred horses on the grounds and shall make this list available to The CHHA Executive Director on a weekly basis upon request. CHHA will cooperate with the Racing Secretary in an effort to identify such California horses.

c) WAW shall make available to CHHA the daily report from the Paymaster of Purses listing winners of California bred and California sired races and purses upon request.

14. INSURANCE: WAW shall obtain, without cost to the horsemen, driver and trainer accident and disability insurance with the following coverage at a minimum: Two Hundred Fifty Thousand Dollars ($250,000) medical; Thirty Thousand Dollars ($30,000) accidental death and dismemberment; and Three Hundred Fifty Dollars ($350) per week disability for a period of up to 24 months. This insurance shall cover death, accident or injury to participants during activities related to jogging, training, the warm-up for, and conduct of any race or qualifying race at the WAW harness/Standardbred meet, or any other personal injury suffered while working on the backstretch or on the racing surface. Prior to the opening of each race meet, WAW shall provide CHHA with evidence of compliance with this provision, including a copy of the insurance policy obtained and premiums paid. If CHHA is able to purchase this same coverage at a lower rate than WAW, CHHA shall make arrangements to do so, and WAW shall reimburse CHHA for any premiums paid.

15. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

16. TERMINATION PRIOR TO EXPIRATION OF TERM:

a) Either party may terminate this Agreement and be relieved of any performance should the other party breach this Agreement. In the event of such termination, either party may proceed in a manner consistent with available legal remedies.

b) Either party may terminate this Agreement, without cause, upon giving 180 days written notice to the other party.

17. DISPUTE RESQLUTION: The parties agree that in the event of a dispute over an item(s) covered in the Agreement, the.CHRB shall be asked to provide dispute resolution.

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18. CHANGE OF LAW: In the event a change of law substantially affects any part outbids Agreement, the parties shall meet, confer, and reduce to writing any provisions necessary to carry on the agreement as intended by the parties.

19. AGREEMENT Validity _Should any part of this >Agreement be declared invalid, the remaining parts of the Agreement shall remain in full force and effect, and the invalid portion shall be eliminated to the extent not inconsistent with the Horse Racing Law or the directives, rules, and regulations of the CHRB.

20. MISCELLANEOUS

a) CHHA will use its best efforts to see to it that its members **and** the horsemen who participate in or who have horses stabled at the meet are advised of the terms of this Agreement, and CHHA will use its best efforts to cause those persons to comply therewith in matters under the control of CHHA. WAW will likewise use its best efforts to advise its officers and employees of the terms of this Agreement and to cause compliance therewith.

b) Where mutual agreement is required, neither party shall unreasonably withhold its agreement, nor shall all such mutual agreements **be** evidenced in a writing signed by the parties hereto, including the CHHA Executive Director or President and WAW.

c) As long as WAW is not in material breach of this Agreement, neither CHHA, its officers, directors, or employees shall induce, incite or encourage a strike, boycott or refusal to participate in the meet

d) CHHA hereby understands, recognizes, and agrees that WAW may charge a fee for the **repair** of any tack rooms, barns, stalls, restrooms, roots, solar panels or any other item that is deemed to be damaged by any CHRB licensee. Owners and trainers that are assigned barns and stalls shall receive the barns and stalls in good condition and shall sign off on the condition of their assigned barns and stalls and shall only be charged a fee upon damaging the assigned barns or stalls.

e) CHHA hereby understands, recognizes, and agrees that it will assist WAW in any manner whatsoever related to the compliance of water quality issues in the Backstretch area WAW may institute rules, procedures, and policies to be followed for the compliance of water quality issues by the horsemen and WAW. Upon finding a repeat violation by a horseman, trainer, or other person of these rules and procedures, WAW may fine or eject any persons occupying the backstretch area.

f) CHHA and WAW agree to negotiate in good faith to achieve an acceptable "Third-party Lasix" program prior to it becoming mandated by the California Horse Racing Board.

21. ATTACHMENTS: Attached is proposed racing calendar, purse schedule, new and returning horse incentive, and Third-Party Lasix agreement. These attachments are hereby made part of this agreement.

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IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date First shown below.

WATCH AND WAGER
LLC

Date: 8/8/2022

By:

Christopher J. Schick
General Manager

California Harness
Horsemans Associaton

Date: August 5, 2022

By:

Jimmy Perez
Executive Director

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Independent Contractor Agreement

This Agreement is made between WATER AND WHEEL CONCEPTS LLC ("Client") with a principal place of business at 25 CADILLAC DRIVE and BOTH/JACOBSON ("Contractor"), with a principal place of business at calexpo.

1. Services to Be Performed

Contractor agrees to perform the following services: **Third Party Lasix Service**

OR

Contractor agrees to perform the services described in Exhibit A, which is attached to this Agreement.

2. Payment

In consideration for the services to be performed, Client agrees to pay Contractor at the following rates: **$18.50 Per Lasix Administration**

Contractor shall be paid within a reasonable time after Contractor submits an invoice to Client. The invoice should include the following: an invoice number, the dates covered by the invoice, and a summary of the work performed.

3. Expenses

Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the Contractor hires to complete the work under this Agreement.

OR

Client shall reimburse Contractor for the following expenses that are attributable directly to work performed under this Agreement: None.

Contractor shall submit an itemized statement of Contractor's expenses. Client shall pay Contractor within 30 days after receipt of each statement.

4. Vehicles and Equipment

Contractor will furnish all vehicles, equipment, tools, and materials used to provide the services required by this Agreement. Client will not require Contractor to rent or purchase any equipment, product, or service as a condition of entering into this Agreement.

5. Independent Contractor Status

Contractor is an independent contractor, and neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed, Client's employees. In its capacity as an independent contractor, Contractor agrees and represents, and Client agrees, as follows

[Check all that apply]

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[Contractor has the right to perform services for others during the term of this Agreement.

[ ] Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed. Contractor shall select the routes taken, starting and quitting times, days of work, and order the work is performed.

[J(I Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement.

[- Neither Contractor nor Contractor's employees or contract personnel shall be required to wear any uniforms provided by Client.

[The services required by this Agreement shall be performed by Contractor, Contractor's employees, or contract personnel, and Client shall not hire, supervise, or pay }'assistants to help Contractor.

[AJ_ Neither Contractor nor Contractor's employees or contract personnel shall receive any training from Client in the professional skills necessary to perform the services required by this Agreement.

Neither Contractor nor Contractor's employees or contract personnel shall be required by Client to devote full time to the performance of the services required by this Agreement.

6. Business Licenses, Permits, and Certificates

Contractor represents and warrants that Contractor and Contractor's employees and contract personnel will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

7. State .and Federal Taxes

Client will not:

- withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf
- make state or federal unemployment compensation contributions on Contractor's behalf, or
- Withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement-including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide Client with proof that such payments have been made.

8. Fringe Benefits

Contract()r understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Client.

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9. Unemployment Compensation

Client shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

10. Workers' Compensation

Client shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance to the extent required by law and provide Client with a certificate of workers' compensation insurance before the employees begin the work.

ll.Insurance

Client shall not provide insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor shall obtain the following insurance coverage and maintain it during the entire term of this Agreement:
[Check all that apply.]

[ ] Automobile liability insurance for each vehicle used in the performance of this Agreement-- including owned, non-owned (for example, owned by Contractor's employees), leased, or hired vehicles-- in the minimum amount of$ combined single limit per occurrence for bodily injury and property damage.

[ ] Comprehensive or commercial general liability insurance coverage in the minimum amount of$ .combined single limit, including coverage for bodily injury, personal injury, broad form property damage, contractual liability, and cross-liability.

Before commencing any work, Contractor shall provide Client with proof of this insurance and with proof that Client has been made an additional insured under the policies.

12. Indemnification

Contractor shall indemnify and hold Client harmless from any loss or liability arising from performing services under this Agreement.

13. Term of Agreement

This agreement will become effective when signed by both parties and will terminate on the earlier of:

Term: November 12, 2021 through May 5,2023

14. Terminating the Agreement

With reasonable cause, either Client or Contractor may terminate this Agreement, effective immediately upon giving written notice.
Reasonable cause includes:

- a material violation of this Agreement, or
- any act exposing the other party to liability to others for personal injury or property damage.

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OR

Either party may, terminate this Agreement at any time by giving 10____days' written notice to the other party of the intent to terminate.

15. Exclusive Agreement

This is the entire Agreement between Contractor and Client.

16. Modifying the Agreement

This Agreement may be modified only by a writing signed by both parties.

17. Resolving Disputes

If a dispute arises under this Agreement, any party may take the matter to California state court, jurisdiction of the county of Alameda.

OR

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Alameda County, CA. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in Alameda County, CA. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

18. Confidentiality

Contractor acknowledges that it will be necessary for Client to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm Client. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform services on Client's behalf. Proprietary or confidential information includes:

- the written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use
- any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of
- business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information
- information belonging to customers and suppliers of Client about whom Contractor Gained knowledge as a result of Contractor's services to Client, and
- other:_____

Upon termination of Contractor's services to Client, or at Client's request, Contractor Shall deliver to Client all materials in Contractor's possession relating to Client's business.

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Contractor acknowledges that any breach or threatened breach of Clause 18 of this Agreement will result in irreparable harm to Client for which damages would be an inadequate remedy. Therefore, Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of Clause 18 of this Agreement. Such equitable relief shall be in addition to Client's rights and remedies otherwise available at law.

19. Proprietary Information.

A. The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the Client, and Contractor hereby assigns to the Client all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Contractor retains no right to use the Work Product and agree not to challenge the validity of the Client's ownership in the Work Product.

B. Contractor hereby assigns to the Client all right, title, and interest in any and all photographic images and videos or audio recordings made by the Client during Contractor's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

C. The Client will be entitled to use Contractor's name and/or likeness use in advertising and other materials.

20. No Partnership

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Client's behalf.

21. Assignment and Delegation

Either Contractor or Client may assign rights and may delegate duties under this Agreement.

OR

Contractor may not assign or subcontract any rights or delegate any of its duties under this Agreement without Client's prior written approval.

22. Applicable Law

This Agreement will be governed by California law, without giving effect to conflict of laws principles.

Signatures

Client/Owner: ***Watch and Wager .com LLc***

Printed Name

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Exhibit A

Services provided under third party Laslx agreement between Kathy Jones DVM, and Watch and Wager.com LLC.

Kathy Jones DVM agrees to provide Lasix administration services in compliance with CHRB "3rd Party" Lasix rules starting 11/12/2021 and extending through 5/5/2023. Lasix will be given at the barns in the horse's stall at the cost of $18.50 per injection payable to Kathy Jones DVM.

A bulletin board with the post times and Lasix administration times for each race will be maintained and *for* those trainers and grooms who provide a cell phone number, a picture of the board will be sent to their phone. It is the responsibility of the trainer to make sure an attendant is present for Lasix administration and to sign the syringe collection container in compliance with CHRB "3rd Party" Lasix rules. It is agreed that it shall be the responsibility of the CHRB and/or Watch and Wager to inform the horse trainers, grooms, cited owners of changes in the rules governing Lasix administration to the "3rd Party" status and Kathy Jor11es DVM shall not be responsible in any way for failure to comply with these rules by any horse Trainer, groom or owner.

The racing association Watch and Wager shall provide a space in the barn area (breezeway or stall suitable) to be used as a staging area with room for a desk and chairs, bulletin board, wall clock, thermometer, and adequate lighting to read the racing program and records associated with Lasix administration. Three official programs and a copy of the horse identification list shall be provided each race day and delivered 4 1/2 hours before the first post time to the staging area.

Kathy Jones DVM will provide a list of all horses receiving Lasix injections oil race days to a designated Watch and Wager employee. Payment to Kathy Jones DVM for Lasix administration shall be bi-monthly with the first payment due 1/16/18 and thereafter the 2nd and 16th of the month through 5/16/18.

Kathy Jones DVM will provide proof of workman's compensation insurance for employees that assist with Lasix administration, and proof of currant CHRB license, state VMB and federal DEA licenses for herself. Employees shall have current CHRB licenses and if assisting with Lasix injection a valid RVT or DVM state license.

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Signature July 13, 2018 — 8/27/2021

Date

Contractor: Kathy Jones

Printed Name

Signature

August 24,2021

Date

Taxpayer ID Number

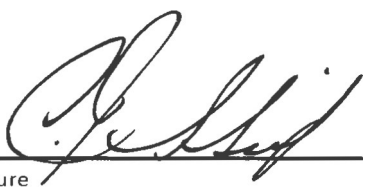
Attachments: _____Exhibit A: Additional Description of Services to be Performed
(chk if applicable)

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NOTICE TO APPLICANT: Pursuant to CHRB Rule 1870 and Rule 1871, the CHRB shall be given fifteen (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.

X 

Signature

Christopher J. Schick, General Manager

Print Name | Print Title | Date

Agenda Item 6

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CALIFORNIA HORSE RACING BOARD

PROPOSED 2023 ALLOCATED RACE DATES

CALENDAR

Note: The allocation begins on the Wednesday prior to opening day and concludes on the Tuesday following closing day.

THOROUGHBRED MEETINGS - CENTRAL & SOUTHERN ZONES

Location	Allocated Dates *
Santa Anita	12/21/22 – 06/20/23
Del Mar	07/12/23 – 09/12/23
Los Alamitos	09/13/23 – 09/26/23
Santa Anita	09/27/23 – 11/07/23
Del Mar	11/08/23 –12/05/23
Los Alamitos	12/06/23 – 12/19/23

THOROUGHBRED MEETINGS - NORTHERN ZONE

Golden Gate Fields (PRAI)	12/21/22 – 06/13/23
Golden Gate Fields (PRAII)	08/23/23 – 10/03/23
Golden Gate Fields (PRAI)	10/18/23 – 12/19/23

QUARTER HORSE MEETINGS - STATEWIDE

Los Alamitos	12/21/22 – 12/19/23

HARNESS MEETINGS – STATEWIDE

Cal Expo	12/21/22 – 05/09/23
Cal Expo	11/01/23 – 12/19/23

FAIR MEETINGS - STATEWIDE

Alameda Fair at Pleasanton	06/14/23 – 07/11/23
L.A. County Fair at Los Alamitos	06/21/23 – 07/11/23
State Fair at Cal Expo	07/12/23 – 08/01/23
Sonoma Fair at Santa Rosa	08/02/23 – 08/15/23
Humboldt Fair at Ferndale	08/16/23 – 08/29/23
Big Fresno Fair at Fresno	10/04/23 – 10/17/23

* Date Block Allocation. Actual days of live racing are determined at the time applications are approved by the Board.

The 2023 Race Dates for Southern California and Harness Racing were allocated at the 09/15/2022 regular meeting of the Board. The remaining 2023 Race Dates for Northern California will be allocated at a later date TBD.

2023 Northern California Race Dates

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GG (PRAI) - Dec 21, 2021 - Jun 13; Oct 18 - Dec 19
Pleasanton - June 14 through July 11, 2023
Sacramento - July 12 through August 1, 2023
Sonoma - August 2 through August 15, 2023
Humboldt - August 16 through August 29, 2023
GG (PRAII) August 23 through October 3, 2023
Fresno - October 4 through October 17, 2023

	Wks
PRAI	34
Pleasanton	4
Sacramento	3
Sonoma	2
Humboldt	2
PRAII	6
Fresno	2

Total Weeks: 53

December 2022

Su	Mo	Tu	We	Th	Fr	Sa
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
						2

January

Su	Mo	Tu	We	Th	Fr	Sa
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				
						4

February

Su	Mo	Tu	We	Th	Fr	Sa
			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				
						4

March

Su	Mo	Tu	We	Th	Fr	Sa
			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	
						5

April

Su	Mo	Tu	We	Th	Fr	Sa
						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						*4*

May

Su	Mo	Tu	We	Th	Fr	Sa
	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			
						5

June

Su	Mo	Tu	We	Th	Fr	Sa
				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	
					1	*3*

July

Su	Mo	Tu	We	Th	Fr	Sa
						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				*1*	*3*

August

Su	Mo	Tu	We	Th	Fr	Sa
		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		
				2	*2*	*2*

September

Su	Mo	Tu	We	Th	Fr	Sa
					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
						4

October

Su	Mo	Tu	We	Th	Fr	Sa
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				
					2	*2*

November

Su	Mo	Tu	We	Th	Fr	Sa
			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		
						5

December

Su	Mo	Tu	We	Th	Fr	Sa
					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						*2*

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October 5, 2022

California Horse Racing Board [CHRB]
1010 Hurley Way
Sacramento, California

Attention: Scott Chaney, Executive Director, & Commissioners

Subject: Dates, 2023

Mr. Chaney and Commissioners:

On behalf of California Thoroughbred Trainers [CTT], please review the following and attached commentary and exhibits as to factors bearing on CHRB's allocation of Thoroughbred dates for 2023.

History of Racing Dates

With perhaps one exception (the opening of Santa Anita occurring each year of racing since 1934 during the Christmas holidays), California's history of assigned racing dates is one of evolution and change. If only for reference, it's instructive to contemplate and debate the nearly infinite number of criteria that CHRB has taken into consideration over the years, including past history, all the while observing its statutory duty to provide for "maximum expansion of horse racing opportunities in the public interest." [Business and Professions Code Section 19401 (c)]

This is a thankless task for the regulator, balancing any number of both rational and sentimental pleas from your licensees, including CTT, but all of us must rely on your objectivity and careful consideration of data in making decisions in the public interest.

You have heard any number of statements in various meetings and correspondence about "history," much of which has been somewhat emotional or misleading, rather than entirely objective and factual. We believe you should continually and explicitly consider that no racing association, or fair, owns any particular dates, especially inasmuch as the economic, competitive, sporting, and regulatory landscapes have all changed so dramatically, and at increasing speed, over the decades. [In this connection, please see the facts and commentary in our Exhibits, attached.]

Relying on the objectivity of the regulator to keep up with actual and anticipated changes as much as possible, we must all realize that there is one and only one fundamental constant: there are only 52 weeks in a year. And, due to the Christmas calendar, practically speaking one less as far as racing is concerned.

In Northern California, contention over racing dates is now concentrated in the summer period, as you know. Our exhibits and commentary therefore concentrate on that period, and factors relating to it.

CTT's Interests

By statute, one of CTT's principal duties is to advocate for the welfare of the backstretch community, including all licensed employees and trainers. In addition, the overwhelming majority of trainers in Northern California are also themselves owners and, therefore, also members of Thoroughbred Owners of California (TOC). This backstretch community, as a whole, is a vibrant, living, year-around economic engine, which relies on racing for its very fuel, for the livelihoods of thousands of people. Their living and working conditions, and economic stability, are essential considerations for CHRB, as well as CTT, CARF, all racing associations, fairs, and TOC.

In late 2021 and early 2022, with the valuable encouragement of CHRB, all industry stakeholders came together on a plan to have Golden Gate Fields closed for stabling and training in the summer of 2022 for mandatory deferred maintenance. CTT also advocated for a replacement of its aging Tapeta track during that period; the industry has learned that such synthetic surfaces are subject to ongoing deterioration over time. We were advised by Stronach management, however, that that project would be delayed until 2023. This upgrade is a critical matter for equine safety, we believe, in that the Tapeta track currently installed and maintained at Golden Gate is by far the oldest one in the world. We understand that there is a six-months lead time required for acquiring the specialized cushion material needed.

Therefore, in our opinion, the first decisive factor in determining the racing dates for summer 2023 is to understand the length of time for Golden Gate Fields to be closed for stabling and training, and what projects will be undertaken this coming summer. We are advised that the specialized base underlying the Tapeta racing/training cushion has been continually maintained properly, and was inspected and confirmed to be in good condition this past summer. So, only the cushion surface would need replacement; if that is so, then we should plan for a scheduled 2023 closure which may be two weeks (or more?) shorter than this year, thus alleviating the expensive and difficult proposition of having three stable areas open for a week or more (Pleasanton, Sacramento, Santa Rosa). We understand that a commitment for new cushion material must be made to Tapeta before the end of this year, in order to assure that proper materials are available for efficient installation. We would appreciate CHRB's confirmation of these plans, in the interest of continuing equine safety.

Moreover, this decision drives all others: the dates when Golden Gate Fields must be vacated, the duration for its closure, and the locations to be open for racing and training elsewhere. The logistics and costs – financial as well as the health and welfare of humans and horses – are critical to understand as soon as possible. This year, in early August, there was even a short period when all four principal stable areas in Northern California were open (Pleasanton, Sacramento, Santa Rosa, and Golden Gate). Everyone understands this is uneconomic and not in the best interests of racing or the backstretch community – but the complexities of scheduling cited above are not easy to resolve.

All of these welfare (and expense) issues are critical for the industry, not just CTT.

In our view, we believe the weeks of racing and use of Cal Expo for training in the hottest months of the summer should be significantly reduced, in favor of Santa Rosa. Santa Rosa's climate during the summer is more temperate, and its original investment in its turf course, not to mention its recent expensive enhancement of that course, should be rewarded, by granting of an additional week, with or without fair activities, for a total of 3 weeks racing. This would enable less reliance on Cal Expo during its most oppressive climate: Santa Rosa is and always has been a superior location for the welfare both of horses and backstretch employees, and for both racing and training.

The fact that Santa Rosa is not a member of CARF should have no bearing on the allotment of racing dates, nor should the standing of the California State Fair as an entity. Santa Rosa's reliance on its racing is critical to its future, and no fair has greater community support for its racing.

Finally, in point of fact, Santa Rosa's daily average generation of purses via its handle *exceeds all other fairs* virtually every year. Without the summer stabling situation and schedule that afflicted the northern racing community this year, Santa Rosa's business would doubtless have been more robust than it was.

Financial Considerations

The debates of recent years and in recent meetings of CHRB have highlighted just how significantly purse generation and fiscal responsibility have changed in the ever-developing era of simulcasting and ADW.

Originally, all purses were generated from a fair or association's own live racing. No longer. Today, what is the most prized asset of being awarded racing dates in the summer? Is it live racing, or not?

In recent years, the importance of "host track" designation has become increasingly important in date requests. We continually hear discussion about "having dates" when Saratoga and Del Mar are operating, principally to maximize income from ADW as hosts, as opposed to producing live racing. We have even seen a fair evince great concern about Del Mar moving a major stakes fixture from one weekend to another, due to its impact on that fair's simulcast handle.

We believe the CHRB should consider determining, objectively, the economic consequences of how racing dates are awarded, not just to purse generation, but also to the overall financial viability of fairs and racing associations. Exactly what is the amount of income being generated for hosts when racing isn't being conducted, and where does that revenue flow, aside from purses? How does it vary, by time of year, by week, and so forth? Where is the accountability for all such revenues? What exactly are the commissions and purses generated from imported/host races alone during the 7-week summer period? We need to remember that such revenues are not generated only via ADW, but also at brick and mortar satellites.

We all seem to bemoan short fields, and proclaim there's "too much racing" for the number of horses available. [Please see attached data as to North American and California foal crops.] Does that indicate a consensus, that we should strive for the optimum balance between breaks without racing and live racing opportunities? How can we achieve that optimum balance without knowing the financial facts?

Once we have those facts, is it conceivable that the CHRB, as regulator, could assign specific dates when live racing cards must be presented, and at the same time provide for dark weeks (no live racing) where the available ADW income would go either to a specific host, or be shared among hosts, on some rational basis?

We don't suggest that this would necessarily make your decisions any easier, but we do suggest that decisions should be made on the basis of all available, objective data, including verified financial data, to the extent possible.

Conclusion

It is axiomatic that it's simpler to state a problem than devise a solution.

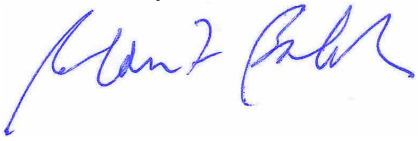
To us, it seems that all the information we should have is still not necessarily available at present, beginning with the essential decisions and commitments relating what we believe is the necessary condition for the ongoing prosperity of all racing in Northern California: the well-being of both the equine and human communities based at Golden Gate Fields, as well as its financial health.

Further, we believe – principally for reasons of climate and facilities, including its turf course – that Santa Rosa should again be allocated 3 weeks of racing, and that it may become (with Pleasanton) one of the two facilities open when Golden Gate is closed.

The issue of balancing live racing weeks and non-racing host weeks should be examined closely, throughout California, based on close review of all relevant financial data, including purse and other revenue generation.

Finally, we do not see a pressing need, at present, to award and commit to 2023 Northern California dates until these matters are resolved carefully.

Sincerely,



Alan F. Balch
CTT Executive Director

AB:ac

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Exhibit A
Timeline of Critical Dates/Data

1960	North American Foal Crop: 13,000
1963	Tanforan (San Bruno) Closed: Dates Split Between Golden Gate/Bay Meadows
1965	North American Foal Crop: 19,000
1967-68	California Racing Calendar Expanded, Day/Night and North/South Overlaps
1968	San Joaquin (Stockton) and Humboldt (Ferndale) dates overlap
1975	North American Foal Crop: 28,000
1980-81	California Calendar Filled All Weeks, North & South
1986	North American Foal Crop: 51,300 [All-time Peak]
	Simulcasting, Fair Satellite, Inter-track Wagering Began in Northern California
1995	North American Foal Crop: 35,000
	Northern California Dates Overlaps Commonplace – Stockton and Golden Gate Humboldt and San Mateo Fairs, + partial Sacramento (Labor Day) Fresno and Bay Meadows
2000	North American Foal Crop: 37,750 California Foal Crop: 3,600
2000-04	Sacramento: 12 Racing Days Annually, week of 20 August through Labor Day San Mateo County/Bay Meadows: Overlapped Annually, Humboldt/Ferndale
2005-07	No Thoroughbred Racing at Sacramento/Cal Expo
2008-09	Sacramento Returns to Race “Traditional” Late August – Labor Day
2009	Last year of Solano County Fair Racing (Vallejo)

2010	North American Foal Crop: 28,400 (See 1975 above.) California Foal Crop: 2,000 Sacramento Moves to Occupy Solano County/Vallejo Prior Dates
2015	Sacramento Adds Third Week
2015-17	Santa Rosa Races Third Week Without Fair
2018	Santa Rosa Loses Third Week
2019	North American Foal Crop: 20,400 (See 1965 above.) California Foal Crop: 1,664

Sources: California Horse Racing Board, Annual Reports
The Jockey Club, Fact Book

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Commentary on Exhibit A

Equine racing population everywhere in America at operating tracks and approved training facilities is at its peak during the months of June through August, owing to the influx of two-year-olds beginning to train and race, while three-year-olds and older horses continue to fill races.

Going back many decades, this peak of population was why the very first overlaps in California racing could occur between north and south: fairs and fair racing were scheduled in the north at the same time as Del Mar in the south. Later, when the national Thoroughbred foal crop was at its peak, in the mid-1980s, that overlap was supplemented by additional summer racing overlaps, even between fairs: the San Mateo County Fair at Bay Meadows with the California State Fair at Sacramento, over Labor Day weekend dates. Other race meetings, including Humboldt County's dates (Ferndale), have been overlapped with others multiple times. Fresno was overlapped with Bay Meadows. Stockton was overlapped with Golden Gate Fields.

However, as foal crops and racing opportunities began to contract, slowly at first, then rapidly with the advent of simulcasting, Advance Deposit Wagering [ADW], and the Internet, any number of ramifications have presented the CHRB with dilemmas which still exist today, particularly in Northern California. In any regulatory setting, it's plausible to suggest that government regulation – however difficult it always is – is less difficult during periods of growth than it is during contraction.

Bay Meadows closed in 2008, and its property was developed, following the same path as Tanforan (in San Bruno) had, decades earlier.

Later, Stockton (San Joaquin County) and Vallejo (Solano County) joined the San Mateo County Fair in relinquishing their racing. This resulted in a further concentration of racing dates at Pleasanton (Alameda County) and Cal Expo (Sacramento County).

Complicating the evolution of those racing dates was the evolving situation in Sacramento: dates of the fair at Cal Expo were themselves subject to change. In addition, for three years (2005-2007), Cal Expo was not a member of California Authority of Racing Fairs [CARF], and did not race any dates. Perhaps the most important development was Cal Expo moving to the previous Vallejo dates in 2010, two years after rejoining CARF, having first resumed racing in its "traditional" dates. In 2013, Santa Rosa resigned its membership in CARF.

Looming over all these moving parts is the serious difficulty fairs have in booking essential fair entertainment, such as carnivals, and the continually expanding school calendars into ever earlier summer dates, another critical complication for scheduling of fair activities (as opposed to racing).

CHRB, therefore, seems to be tasked not only with an inability to expand the annual calendar beyond 52 weeks, but also with ***refereeing disputes among fairs over non-racing activities***. In at least one instance, Humboldt County, CHRB is apparently asked to schedule racing there in order to maintain the very economic viability of an important local community event, above and beyond the interests of California race *per se*.

Overall, there are so many competing interests here, that CHRB is expected to have the wisdom of Solomon to make decisions . . . nevertheless, its fundamental statutory charge remains constant: expanding horse racing opportunities in the public interest.

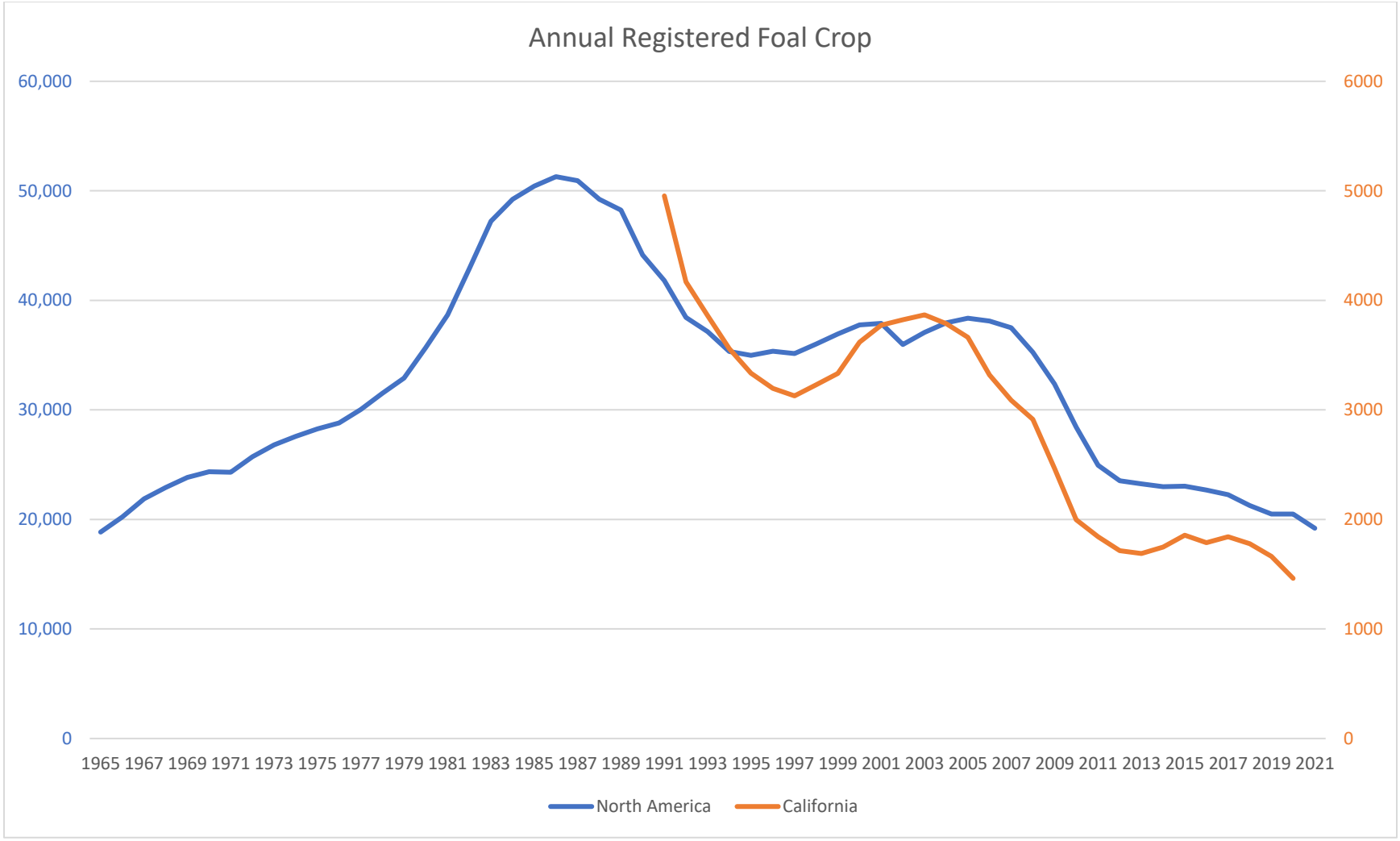
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Northern California Racing Fairs - Race Dates History
2000-2022

	Stockton	Pleasanton	Vallejo	Santa Rosa	San Mateo	Ferndale	Sacramento		Fresno	Total Race Days	Notes
2000	6/14-6/25 (10)	6/28-7/9 (11)	7/12-7/24 (12)	7/26-8/7 (12)	8/9-8/21 (12)	8/10-8/20 (10)	8/23-9/4 (12)		10/4-10/15 (11)	90	
2001	6/13-6/24 (10)	6/27-7/8 (11)	7/11-7/23 (12)	7/25-8/6 (12)	8/8-8/20 (12)	8/9-8/19 (10)	8/22-9/3 (12)		10/3-10/14 (11)	90	
2002	6/12-6/23 (10)	6/26-7/7 (11)	7/10-7/21 (11)	7/24-8/5 (12)	8/7-8/19 (12)	8/8-8/18 (10)	8/21-9/2 (12)		10/2-10/13 (10)	88	
2003	6/11-6/22 (10)	6/25-7/6 (11)	7/9-7/20 (10)	7/23-8/4 (12)	8/6-8/18 (12)	8/7-8/17 (10)	8/20-9/1 (12)		10/1-10/13 (11)	88	
2004	6/16-6/27 (10)	6/30-7/11 (11)	7/14-7/26 (11)	7/28-8/9 (12)	8/11-8/23 (12)	8/12-8/22 (10)	8/25-9/6 (12)		10/6-10/18 (11)	89	
2005	6/15-6/26 (10)	6/29-7/10 (11)	7/13-7/25 (11)	7/27-8/8 (12)	8/10-8/25 (12)	8/11-8/21 (10)	**No TB Racing**		10/5-10/16 (11)	77	Cal Expo left CARF
2006	6/14-6/25 (10)	6/28-7/9 (11)	7/12-7/24 (11)	7/26-8/7 (12)	8/9-8/24 (12)	8/10-8/20 (10)	**No TB Racing**		10/4-10/15 (11)	77	Cal Expo left CARF
2007	6/14-6/24 (9)	6/27-7/8 (11)	7/11-7/15 (5)	7/18-8/6 (18)	8/8-8/19 (11)	8/9-8/19 (10)	**No TB Racing**		10/3-10/14 (11)	75	Cal Expo left CARF
		Pleasanton	**Vallejo**	**Santa Rosa**	**San Mateo**	**Ferndale**	**Sacramento**	**Stockton**	**Fresno**		
2008		6/25-7/6 (11)	7/9-7/21 (11)	7/23-8/4 (12)	8/6-8/17 (10)	8/7-8/17 (10)	8/20-9/1 (11)	9/3-9/14 (9)	10/1-10/13 (11)	85	Cal Expo back in/Stockton to Sept.
	Stockton	**Pleasanton**	**Vallejo**	**Santa Rosa**	**CARF 1 @ GGF**	**Ferndale**	**Sacramento**	**CARF 2 @ GGF**	**Fresno**		
2009	6/17-6/28 (9)	7/1-7/19 (15)	7/2-7/26(5)	7/29-8/9 (10)	8/12-8/23 (10)	8/14-8/23 (8)	8/26-9/7 (11)	9/10-10/4 (16)	10/7-10/18 (11)	95	69-CARF;26@GGF;Stk back to June;BM done
	Stockton	**Pleasanton**	**Sacramento**	**Santa Rosa**		**Ferndale**			**Fresno**		
2010	6/16-6/20 (5)	6/23-7/11 (15)	7/14-7/25(10)	7/28-8/15 (15)		8/13-8/22 (8)			10/6-10/17 (10)	63	Cal Expo moves to Vallejo Dates
2011	6/16-6/19 (4)	6/23-7/10 (13)	7/14-7/24 (9)	7/27-8/14 (15)		8/12-8/21 (8)			10/6-10/16 (9)	58	
		Pleasanton	**Sacramento**	**Santa Rosa**		**Ferndale**		**Stockton**	**Fresno**		
2012		6/21-7/8 (13)	7/12-7/22 (8)	7/25-8/12 (15)		8/15-8/26 (8)		9/20-9/30 (8)	10/4-10/14 (9)	61	Stk to September again
2013		6/19-7/9 (12)	7/10-7/23 (8)	7/24-8/13 (13)		8/14-8/25 (8)		9/18-10/1 (6)	10/2-10/15 (9)	56	43-CARF;13-SR
2014		6/19-7/5 (12)	7/10-7/20 (7)	7/21-8/10 (13)		8/13-8/24 (6)		9/19-9/28 (6)	10/1-10/13 (9)	53	40-CARF;13-SR
2015		6/17-7/5 (12)	7/10-7/26 (11)	7/30-8/16 (11)	3rd wk w/o fair	8/21-8/30 (6)		9/11-9/20 (6)	10/8-10/18 (9)	55	44-CARF;11-SR later in calendar;Cal Expo 3 wk
2016		6/15-7/5 (12)	7/6-7/29 (10)	7/27-8/16 (11)	3rd wk w/o fair	8/19-8/30 (6)		9/21-10/4 (6)	10/5-10/18 (9)	54	43-CARF;11-SR
		Pleasanton	**Sacramento**	**Santa Rosa**		**Ferndale**		**Pleasanton**	**Fresno**		
2017		6/21-7/11 (11)	7/12-8/1 (11)	8/2-8/22 (11)	3rd wk w/o fair	8/23-9/5 (7)		9/20-10/3 (7)	10/4-10/17 (9)	56	45-CARF;11-SR
2018		6/13-7/10 (15)	7/11-7/31 (11)	8/1-8/14 (8)	loss of 3rd wk	8/15-8/28 (7)		**Dates to GGF**	10/3-10/16 (9)	50	42-CARF;8-SR
2019		6/12-7/9 (15)	7/10-7/30 (11)	7/31-8/13 (8)	loss of 3rd wk	8/14-8/27 (6)	overlap w/ GGF	**Dates to GGF**	10/3-10/16 (9)	49	41-CARF;8-SR
2020											**Pandemic Revised Calendar**
Revised		6/17-7/14 (12)	7/15-7/28 (6)	7/29-8/11 (6)				**Dates to GGF**		24	18-CARF (all run at Pleasanton);6-SR @ GGF
											28-CARF (all run at Pleasanton w/ 2 wks of Sac
2021		6/16-7/13 (13)	7/14-7/20 (3)	8/4-8/17 (6)		8/18-8/31 (6)	2nd wk w/ GGF	**Dates to GGF**	10/6-10/19 (6)	34	given to GGF for stabling $$); 6-SR@GGF
2022		6/15-7/12 (13)	7/13-8/2 (9)	8/3-8/16 (7)		8/17-8/30 (6)	2nd wk w/ GGF	**Dates to GGF**	10/5-10/18 (7)	42	35-CARF;7-SR

Source: Sonoma County Fair

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Source: The Jockey Club

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FAX COVER SHEET

TRANSMITTED TO:

RACE DATES COMMITTEE
Oscar Gonzales, Chairman
Wendy Mitchell, Member
Damascus Castellanos, Member
Scott Chaney, Executive Director
Cynthia Alameda, Assistant Executive Director

FAX: 916-263-6042

From: JAMES R. MORGAN, Attorney at Law

Date: September 9, 2022

DOCUMENTS	NUMBER OF PAGES*
Letter dated 9/9/22 to RACE DATES COMMITTEE	21 (including cover)
Attachments to Letter dated 9/9/22	

COMMENTS:

Please share Humboldt County Fair position with Race Dates Committee.

Thank you,

James R. Morgan

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JAMES R. MORGAN, *Special Counsel*

HUMBOLDT COUNTY FAIR ASSOCIATION
1250 5th Street
Ferndale, California 95536
Telephone: (925) 947-0200
Facsimile: (925) 934-6092
Email: james@morgan4law.com

September 9, 2022

RACING DATES COMMITTEE
Oscar Gonzales, Chairman
Wendy Mitchell, Member
Damascus Castellanos, Member
Scott Chaney, Executive Director
Cynthia Alameda, Assistant Executive Director

Re: Humboldt County Fair Plea to End Overlap Race Dates in 2023, for our 127th year of Hosting Live Racing

Dear Members of the Racing Dates Committee:

On behalf of the people of Humboldt County, the live racing fans of Northern California and for the betterment of the sport, we respectfully request that 2023 be the year that the CHRB recognizes two inescapable realities:

1. Declining horse populations cannot support two venues running at the same time in the same region, and;

2. Given rising costs and need to offer competitive purse structures, no live race meet in California can self-sustain without host status commissions and the corresponding contributions toward purses.

Overlap Targets HCF by Luring Horses Competing on Fair Circuit.

During the overlapped weekend, GGF ran 158 horses that had previously made a start. Of those, 137 had run their last race on the Fair Circuit. Those horses comprised 87% of the GGF entries during the overlapped week and raced at other fairs but bypassed HCF due to the overlap.

As a result, HCF had 14 races with 4 horses, twice as many as 2021. Four horse fields eliminate handle for exotic and show wagers. Racing without overlap would increase the number of horses migrating to HCF and reduce small field sizes.

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Humboldt remains an important gateway for new owners, trainers, and horses from Oregon and those new to the sport. Eclipse award winning owners (Allen Aldrich) and breeders (Steve Coburn) started out at the HCF and remain staunch supporters. Nationally prominent track announcers Frank Mirahmadi and Chris Griffin honed their craft from the Ferndale announcer's booth.

Live Racing Fosters New Fans, Owners, and Interest in the Sport.

Our HCF published attendance numbers for overlapped Saturday, August 28, 2022, were 5,016 (see attached chart). There were over 7,000 paid admissions and an additional 2,500 in VIP Pass Admissions. The fans overflowed and the energy was palpable.

That same GGF day, August 28, 2022, their published attendance was 807 (see attached chart).

On the overlapped Sunday, August 29, 2022, our HCF attendance was listed as "unavailable". However, the stands were again overflowing, the 9-race card was exciting to all in attendance. Handle was up nearly 70% from the day before (see attached chart).

For the three days of overlap GGF had published attendance of 351 (8/26/22), 807 (8/27/22) and 510 (8/28/22) for a total of 1,668 for three days. HCF eclipsed that cumulative attendance number each and every day, separately, during the overlap period.

It is compelling to look at the attached pictures from the live racing at the HCF during the overlap period in contrast to live pictures of the lack of crowd at GGF during the overlap (see attached photos).

Financial Necessity Mandates All Meets Race Without Overlap.

All other meets in the State race without any overlap in their region. Costs of conducting live racing, labor, insurance, maintenance, and insurance continue to rise.

CARF expenses to HCF are the same as they are to Alameda, Fresno and Sacramento Fairs. There is no relief from those expenses during our week with overlap.

AB 763 monies are insufficient to put a dent in those costs.

Every other California race meet relies on host status to cover those expenses.

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This 127-year-old tradition needs to be perpetuated and deserves your consideration for having both weeks without overlap. The community is sustained by the fair related revenue and racing fans, new and old alike, and the region should not be left without a live racing venue.

In Mitigation, GGF Now has the Most Lucrative Betting Weekend of the Summer.

Beginning in 2022, Del Mar moved its Pacific Classic weekend to Labor Day, a weekend when GGF races without overlap. Previously the Pacific Classic was during the HCF meet. This should make up for any revenue lost by GGF for no longer sharing a week with HCF.

The Community Has Been Tenacious about Sustaining Live Racing and their Facility.

Live racing is vital to the Humboldt County economy. Sponsors, racing fans and individuals raised well over $80,000 through the Ferndale Jockey Club and other fund-raising efforts to make up for their losses in conducting a live meet with overlap. Those monies were invested in assisting trainers with horse transportation, licensing, insurance, and racing incentives to supplement the fair horses electing to run at GGF during the overlap.

This locally sponsored fund contributed $7,000 for a quarter horse stakes race, $2,000 for each maiden race and $2,000 for a non-winner in 2022 race. Attending horsemen, and their staff were treated to a fish fry, BBQ and received VIP status allowing them to feast on a lavish spread provided each race day in a designated VIP area.

The track, once again, was in impeccable condition, with no break down or incidents. Investments have been made to improve the stables, paddock, Winner's Circle, safety railings, and other improvements to ensure the quality of the facility going forward.

This should be the year that the CHRB takes the appropriate step of allowing HCF two weeks without overlap and with host status. The HCF cannot sustain with rising prices and an overlapped week where their expenses greatly exceed their revenue. The five remaining live racing fairs are important to the future of racing in the Northern California region. When HCF races without overlap, it contributes over $200,000 per week to the CARF consolidated purse fund. Those funds are crucial to sustaining each of the remaining CARF fairs.

No live racing community has done more, per capita, than the supporters of the HCF, and yet, no live racing venue is more at risk solely due to the antiquated policy of allowing GGF to run a week in overlap with the HCF. Perpetuation of a racing schedule that allows any regional

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overlap makes no economic sense and unnecessarily hastens the closure of the 127 year live racing tradition in Ferndale.

Your careful consideration of our request is critically important to the future of live racing in Humboldt County and in the four other remaining racing fairs as well. It would be our fervent desire that sometime, someway, each of you could experience the incomparable magic of a live race day at Ferndale. It remains the last boutique venue in California for live racing as it was always meant to be.

Respectfully submitted,

James R. Morgan

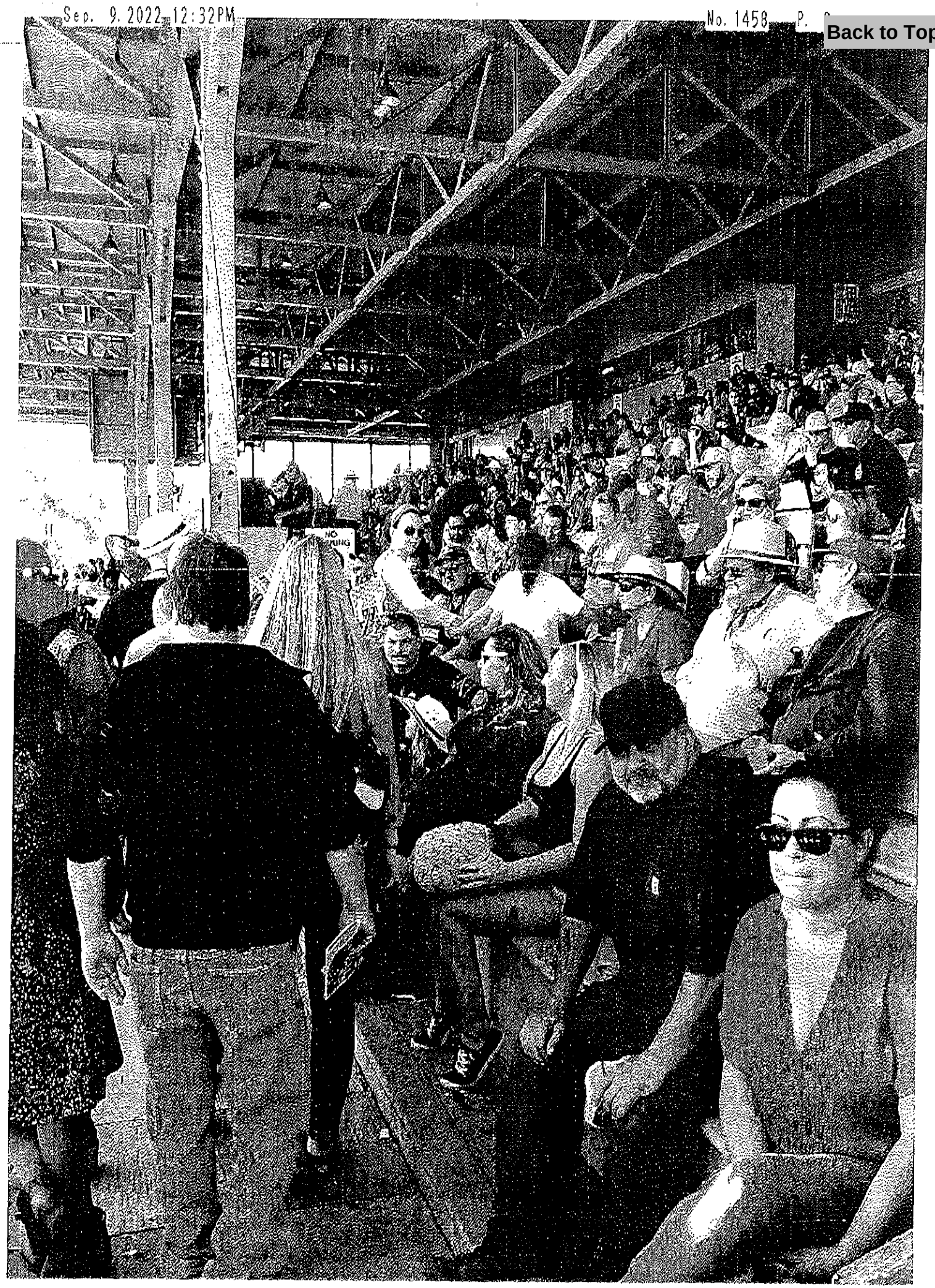
James R. Morgan
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HCF PHOTOS

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SEVENTH RACE 5 FURLONGS. (:57) ALLOWANCE. Purse $15,000 (plus $2,940 CBOIF – California Bred Owner Fund) FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NOT WON $15,000 IN 2022. Three Year Olds, 122 lbs.; Older, 126 lbs.

Ferndale

AUGUST 27, 2022

Value of Race: $19,740 Winner $11,700; second $3,900; third $2,340; fourth $900; fifth $450; sixth $450. Mutuel Pool $38,272.00 Exacta Pool $14,288.00 Trifecta Pool $11,504.00 Superfecta Pool $5,324.00

Last Raced	Horse	M/Eqt.	A.	Wt	PP	St	1/16	3/8	Str	Fin	Jockey	Odds $1
13Aug22 8SR7	Strike It Lucky	L bf	5	126	3	4	5¹	3½	2¹	1hd	Goodgame R	1.60
21Aug22 6Fep3	Debt Monger	L bf	5	126	6	6	6	4²	3hd	2¾	Gonzalez O O	6.40
17Jly22 3Sac1	Dumb Luck	L	6	119	1	1	2²	2½	4½	3¼	Rodriguez J E7	2.70
11Aug22 5Tll1	Starboard List	L b	6	126	2	2	1hd	1²	1hd	4½	Smith T E	6.50
5Aug22 1SR4	Stanford Bay	L b	3	122	4	3	3¹	5²	5½	5¾	Garcia E	5.00
5Aug22 1SR3	Rhodium Runner	L b	3	122	5	5	4hd	6	6	6	King M	6.80

OFF AT 5:29 Start Good. Won driving. Track fast.

TIME :23³, :48¹, 1:01³ (:23.60, :48.31, 1:01.61)

$2 Mutuel Prices:

3–STRIKE IT LUCKY	5.20	3.60	2.40
7–DEBT MONGER		5.60	3.00
1–DUMB LUCK			3.20

$1 EXACTA 3–7 PAID $11.30 $1 TRIFECTA 3–7–1 PAID $42.60 10 CENT SUPERFECTA 3–7–1–2 PAID $9.92

Dk. b or br. g, (Mar), by Lucky Pulpit – Heat Striker, by Unusual Heat. Trainer Guerrero Emilio. Bred by Mr & Mrs Larry D Williams (Cal).

STRIKE IT LUCKY was outsprinted, tracked the pace, rallied three wide on the second turn, got to terms, was engaged by the runner up and dug in determinedly to get the nod. DEBT MONGER had no speed, circled rivals four wide while rallying on the second turn, got to terms with the winner, battled but missed. DUMB LUCK hustled along early, got outsprinted down the backstretch, pressed to the second turn, was outkicked to the stretch and finished evenly. STARBOARD LIST was sent for speed, got fanned out to the four path to the backstretch, edged away to the second turn then saved ground but tired in the final furlong. STANFORD BAY tracked the pace for three furlongs, shifted off the rail on the second turn but lacked a closing response. RHODIUM RUNNER was four wide to the backstretch, trailed to the stretch and did not rally.

Owners– 1, Boardshorts Stables LLC; 2, Aquino Angela M; 3, Scott Leon; 4, Harshman Loegan; 5, Orta J Roque and Orta Luciano; 6, Greiner Renee

Trainers– 1, Guerrero Emilio; 2, Aquino Angela M; 3, Howey Quinn; 4, Maclfeyt Bruno; 5, Ramos Jesus; 6, Greiner Gary

Scratched– Lemon Zinger (14Aug22 9SR ©

$1 Pick Three (3–1–3) Paid $77.30; Pick Three Pool $3,200.
$2 Daily Double (1–3) Paid $49.20; Daily Double Pool $2,596.
50 CENT Pick Four (2/4–3–1–3/4) Paid $67.65; Pick Four Pool $8,573.
50 CENT Pick Five (1–2/4–3–1–3/4) 5 Correct Paid $221.55; Pick Five Pool $5,910.
20 CENT Pick 6 Jackpot (3–1–2/4–3–1–3/4) 6 Correct Paid $312.16; Pick 6 Jackpot Pool $14,572 Carryover Pool $220,155.
20 CENT Super High Five Jackpot (3–7–1–2–5) Paid $35.62; Super High Five Jackpot Pool $1,200 Carryover Pool $6,625.

Attendance: 5,016 Mutuel Pool: $389,397.00



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NINTH RACE
Ferndale
AUGUST 28, 2022

1⅝ MILES. (2:44³) C. J. HINDLEY HUMBOLDT COUNTY MARATHON H. Purse $20,000 (plus $3,150 Other Sources) FOR THREE YEAR-OLDS AND UPWARD. By subscription of $50 to accompany the nomination, $200 additional to enter. $500 to Supplement by noon, Wednesday, August 24, 2021. With $20,000 Guaranteed, of which 60% to the winner, 20% to second, 12% to third, 6 % to fourth and 2% to fifth. Weights Wednesday, August 24, 2022. Starters to be named through the entry box in the usual manner. High Weights Preferred.

Value of Race: $23,150 Winner $14,200; second $4,000; third $2,400; fourth $1,200; fifth $450; sixth $450; seventh $450. Mutuel Pool $50,100.00 Exacta Pool $25,315.00 Trifecta Pool $25,573.00 Superfecta Pool $17,330.00

Last Raced	Horse	M/Eqt.	A.	Wt	PP	¼	½	1	1⅜	Str	Fin	Jockey	Odds $1
14Aug22 ^{9}SR^{2}	Mount Pelliar	b	4	123	4	5^{2}	5^{2}	5^{6}	4½	3^{hd}	1^{1}	King M	8.50
5Aug22 ^{7}Dmr^{6}	Honos Man	bf	6	126	2	6½	6 11½	4^{hd}	3^{1}	1 1½	2nk	Rodriguez J E	1.90
24Jly22 ^{3}Sac^{4}	Agent Zero	b	6	121	7	3^{2}½	3½	2^{2}	5^{0}	5^{5}	3¾	Flores Pablo	18.60
7Aug22 ^{1}SR^{2}	Wine and Whisky	b	5	123	1	4½	4^{hd}	3^{2}	2^{1}½	4 2½	4^{2}¼	Monroy F	5.70
18Aug22 ^{2}Dmr^{4}	Colonelsdrktemper	f	8	126	3	1^{1}	1 1½	1½	1½	2^{hd}	5^{4}¾	Figueroa O	1.10
14Aug22 ^{4}SR^{4}	Canyon Crest		5	121	6	7	7	6^{3}	6^{0}	6^{2}0	6^{4}0	Smith T E	15.90
19Aug22 ^{6}Fer^{5}	Lono		5	120	5	2^{hd}	2^{1}	7	7	7	7	Goodgame R	25.90

OFF AT 6:22 Start Good. Won driving. Track fast.

TIME :51³, 1:18², 1:45⁴, 2:13⁴, 2:40, 2:54 (:51.72, 1:18.59, 1:45.80, 2:13.81, 2:40.17, 2:54.04)

$2 Mutuel Prices:

4–MOUNT PELLIAR	19.00	6.20	3.40
2–HONOS MAN		3.40	2.60
7–AGENT ZERO			8.80

$1 EXACTA 4-2 PAID $24.90 $1 TRIFECTA 4-2-7 PAID
$473.50 10 CENT SUPERFECTA 4-2-7-1 PAID $121.95

Dk b or br. g, (Mar), by Declaration of War – Hurrican Source-Ire, by Hurricane Run-Ire. Trainer Greiner Gary. Bred by Edward P Swyer & Allon Stable Inc (Ky).

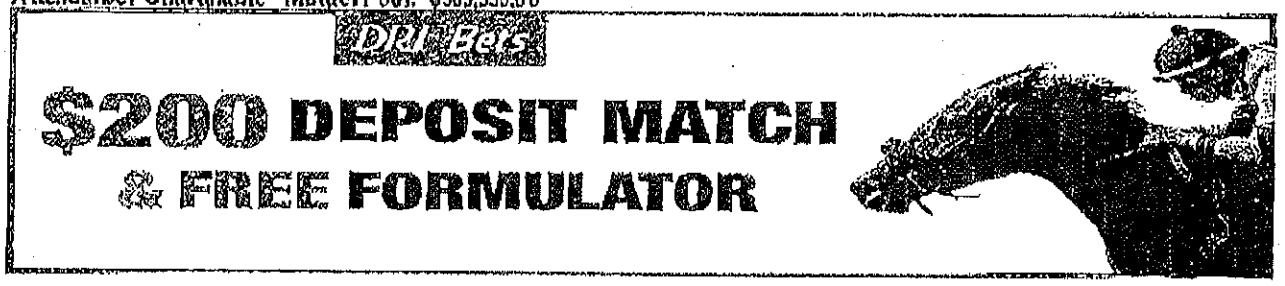
MOUNT PELLIAR was unhurried to the stretch the second turn but was caught in some traffic and had to check, again settled to the final turn then rallied four wide to the stretch, continued to respond and edged clear late. HONOS MAN had no speed, saved ground on the final bend, pushed to the front into the stretch then could not stall the winner. AGENT ZERO tracked the pace for a mile, bid two wide to the stretch but was outkicked to mid stretch then stayed on determinedly. WINE AND WHISKY was allowed to settle for a mile, bid two wide on the final turn but could not make an impact in the drive. COLONELSDARKTEMPER set the pace for a mile and a quarter, resisted to the stretch then tired. CANYON CREST had no speed, saved ground on all the turns but lacked a closing response. LONO pressed the pace for a mile then gave way, stopped, was eased but walked off.

Owners– 1, Greiner Renee; 2, Scott Leon; 3, Branch William A; 4, Fernandez Robert Tamayo Isidro and Tipton John; 5, Herbertson Scott; 6, Martin Jill A; 7, Williams Gabriel A

Trainers– 1, Greiner Gary; 2, Howey Quinn; 3, Meier Monty R; 4, Tamayo Isidro; 5, Wong Jonathan; 6, McDonald Melanie W; 7, Williams Gabriel A

$2 Daily Double (4–4) Paid $22.00; Daily Double Pool $5,387.
$1 Pick Three (1–4–4) Paid $516.70; Pick Three Pool $6,203.
50 CENT Pick Four (5–1–4–4) Paid $2,615.55; Pick Four Pool $13,953.
50 CENT Pick Five (2/6–5–1–4–4) 5 Correct Paid $11,493.35; Pick Five Pool $15,329.
20 CENT Pick 6 Jackpot (1–2/6–5–1–4–4) 6 Correct Paid $7,398.22; Pick 6 Jackpot Pool $49,350 Carryover Pool $242,350.
20 CENT Super High Five Jackpot (4–2–7–1–3) Paid $69.28; Super High Five Jackpot Pool $5,486 Carryover Pool $9,092.

Attendance: Unavailable Mutuel Pool: $565,559.00



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SANTA ROSA
WINE COUNTRY RACING

October 4, 2022

Hon. Oscar Gonzales
Chair, Racing Dates Committee
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

Dear Chairman Gonzales,

Unfortunately, I was unable to attend the September Racing Dates Committee meeting and as such I would like to insure that what we are proposing for the Sonoma County Fairgrounds 2023 race dates is clear.

In 2016 and 2017, Sonoma County Fair ran two weeks of live horse racing simultaneous with our annual Fair and one week without a Fair. This third week was called a "bonus week". This additional week was very successful, even though it did not occur in conjunction with a traditional Fair.

We are proposing that our meet begin on July 26th and end on August 15th. The first week's racing would run concurrent with our annual Fair Horse show and some grounds entertainment, with the final two weeks of racing running with the full fair. The non-Fair racing week would have daily food and beverage specials and provide the opportunity for race fans to purchase box seats that are typically only available to season box holders during the Fair.

We feel that the following points, as outlined in our September 07,2022 letter, support our request for a third week of racing.

- Our on-track attendance and handle have consistently been higher than those in Sacramento.
- On average, Sonoma County Fair generates higher purses than any other fair. We feel that a three week meet will further strengthen purse generation and allow us to continue to pay some of the highest purses in the fair circuit.
- The Sonoma County Fair made a significant investment in Fair racing by installing a turf course; the only one in the Northern California fair racing circuit. To ensure the utmost safety of our horses and jockeys, we have added a new state-of-the-art Duralock turf rail. A three

1350 Bennett Valley Road, Santa Rosa, CA 95404
p: (707) 545-4200 · f: (707) 573-9342
sonomacountyfair.com

week meet will help Santa Rosa continue to fund facility improvements and maintain its level of excellence.

- The horsemen have expressed to management that they would like to run for three weeks again in Santa Rosa. More specifically, they have commented on the excellent condition and safety of both our dirt and turf surfaces, the quality of facility accommodations, and the temperate climate that is more like that of Golden Gate Fields.

Commissioner Gonzales, we appreciate your thoughtful consideration of our request and hope that you might be a champion for the Sonoma County Fairground's request for an additional week of Live Horseracing.

Sincerely,

Rebecca Bartling
CEO, Sonoma County Fairgrounds
Wine County Racing

CC: Scott Chaney, Executive Director CHRB

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STAFF ANALYSIS
DISCUSSION AND ACTION REGARDING REQUESTING AN EXEMPTION FROM THE HORSERACING INTEGRITY AND SAFETY AUTHORITY REGARDING THE USE OF FUROSEMIDE FOR THOROUGHBREDS OTHER THAN 2-YEAR OLDS AND THOSE COMPETING IN STAKES RACES.

Regular Board Meeting
October 20, 2022

ISSUE:

The California Horse Racing Board ("Board") staff seeks Board approval to request an exemption from the Horseracing Integrity and Safety Act of 2020 ("Act) (15 U.S.C. Sec 3051, et. seq.) to permit the use of furosemide (Lasix) in horses other than 2-year-olds or covered horses in stakes races. Obtaining this exemption will allow California racing to continue under its current rules until the Horseracing Integrity and Safety Authority ("Authority") issues any recommended changes on the use of furosemide by January 1, 2026, a deadline set under the Act.

ANALYSIS:

The Act prohibits the administration of any prohibited or otherwise permitted substance to a covered horse within 48 hours of its next racing start, operative as of the effective date of the horseracing anti-doping and medication control program. (15 U.S.C. § 3055(d).) The anticipated effective date of this program is January 1, 2023. However, for the first three years of the Act, a state racing commission may request an exemption so long as it does not apply to two-year old covered horses or covered horses competing in stakes races. (§ 3055 (f)(1)-(2).)

An exemption request must specify the applicable state racing commission's requested limitations on the use of furosemide that would apply to the State during the three-year period. Such limitations may be no less restrictive on the use and administration of furosemide than the restrictions set forth in the State's laws and regulations in effect as of September 1, 2020. (§ 3055 (f)(3).)

Under the Act, the Authority is required to grant the requested exemption and allow the use of furosemide on covered horses in the applicable State in accordance with the requested limitations. (§ 3055 (f)(4).) Therefore, this request to the Authority by the Board will be approved and remain valid for approximately three years – should that be the desire of the Board. According to the Authority's September 19, 2022 letter to CHRB Executive Director Scott Chaney (attached), if a racing jurisdiction wishes for the exemption to apply beginning on January 1, 2023, the request must be submitted no later than November 17, 2022.

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BACKGROUND:

In March 2020, the Board approved amendments to CHRB Rule 1845 to prohibit the use of furosemide in 2-year-olds. The rule also reduced the maximum allowable dose of furosemide from 500 mg to 250 mg. These changes became effective October 1, 2020. In addition, California began banning the use of furosemide in most stakes races via medication agreements in 2021. Accordingly, obtaining a furosemide exemption from the Authority will allow California racing to continue under its current restrictions until any further changes are made by the Authority.

RECOMMENDATION:

This item is presented for Board discussion and action.

HORSERACING INTEGRITY SAFETY AUTHORITY

Horseracing Integrity and Safety Authority
401 W Main Street, Suite 222
Lexington, Kentucky 40507

September 19, 2022

Dear Racing Commission Executive Director,

Pursuant to 15 U.S.C. § 3055(f), of the Horseracing Integrity and Safety Act of 2020 (the "Act"), a State racing commission may submit to the Horseracing Integrity and Safety Authority (the "Authority") a request for an exemption from the prohibition in subsection section 3055(d) against the use of furosemide (Lasix) in Covered Horseraces other than for two-year-old Covered Horses and Stakes races. This exemption may be requested during some or all of the three-year period beginning on the effective date of the Anti-doping and Medication Control (ADMC) Program. HISA has proposed to the Federal Trade Commission that the ADMC Program effective date be January 1, 2023, but this is subject to final approval by the Federal Trade Commission. For your reference, the text of the applicable provision of the Act is set forth below:

> (f) EXEMPTION.—
> (1) IN GENERAL.— Except as provided in paragraph (2), only during the three-year period beginning on the program effective date, a State racing commission may submit to the Authority, at such time and in such manner as the Authority may require, a request for an exemption from the prohibition in subsection (d) with respect to the use of furosemide on covered horses during such period.
> (2) EXCEPTIONS.— An exemption under paragraph (1) may not be requested for—
> (A) two-year-old covered horses; or
> (B) covered horses competing in stakes races.
> (3) CONTENTS OF REQUEST.— A request under paragraph (1) shall specify the applicable State racing commission's requested limitations on the use of furosemide that would apply to the State under the horseracing anti-doping and medication control program during such period. Such limitations shall be no less restrictive on the use and administration of furosemide than the restrictions set forth in State's laws and regulations in effect as of September 1, 2020.
> (4) GRANT OF EXEMPTION.— Subject to subsection (e)(3), the Authority shall grant an exemption requested under paragraph (1) for the remainder of such period and shall allow the use of furosemide on covered horses in the applicable State, in accordance with the requested limitations.

If your racing jurisdiction elects to seek the exemption described above, please complete and submit the attached form, certified by an individual authorized to sign on behalf of your Commission, at least forty-five (45) days prior to the first Covered Horserace scheduled to be conducted in your jurisdiction on or after January 1, 2023. For example, if your jurisdiction wishes for the exemption to apply to Covered Horseraces beginning on January 1, 2023, the request must be submitted to the Authority no later than November 17, 2022.

HORSERACING INTEGRITY
SAFETY AUTHORITY

The request and accompanying documentation may be submitted in hardcopy to the Authority at:

Horseracing Integrity and Safety Authority
Attn: Director of State Racing Commission Relations
401 West Main Street, Suite 222
Lexington, Kentucky 40507

And/or by e-mail to:

Marc Guilfoil, Director of State Racing Commission Relations
marc.guilfoil@hisaus.org with a copy to me at lisa.lazarus@hisaus.org

Sincerely,



Lisa Lazarus
CEO
lisa.lazarus@hisaus.org

cc: Marc Guilfoil
Enclosure

REQUEST FOR EXEMPTION FROM 15 USC § 3055(d) LIMITATIONS ON USE OF FUROSEMIDE

1. Please state the name of State Racing Commission requesting exemption:

   _____

2. If required under state law, please state the date that the State Racing Commission authorized this request for exemption.

   _____

3. Please submit herewith a copy of the resolution or minutes of your Commission authorizing this exemption request or other basis for the authority to make this exemption request.

4. Proposed exemption period (not later than three years after medication control program effective date)*:

   _____

5. Please submit herewith a true and accurate copy of your State regulation(s) in effect as of September 1, 2020, regarding use and administration of furosemide.

6. Please submit herewith your Commission's proposed limitations on the use of furosemide that would apply to your State under the Anti-Doping and Medication Control Program during the exemption period.

7. Are the submitted proposed limitations on the use and administration of furosemide no less restrictive than those in effect in your State on September 1, 2020?

   _____ YES

   _____ NO

** HISA has proposed to the Federal Trade Commission that the Anti-doping and Medication Control program effective date begin January 1, 2023, but this effective date and the Anti-doping and Medication Control Program regulations are subject to final approval by the Federal Trade Commission.*

I hereby certify that I am duly authorized to submit this request on behalf of the identified Racing Commission and that the statements contained herein and the documents submitted herewith are true and accurate to the best of my knowledge and belief.

_____
SIGNATURE

_____
PRINTED NAME

_____
TITLE

_____
DATE

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STAFF ANALYSIS
DISCUSSION AND ACTION REGARDING AUTHORIZING STAFF TO PURSUE A 2023 LEGISLATIVE PROPOSAL TO AMEND HEALTH AND WELFARE FUNDING MECHANISMS FOR JOCKEYS AND BACKSTRETCH WORKERS TO PROVIDE FINANCIAL STABILITY TO THOSE PROGRAMS THAT ARE PARTIALLY DEPENDENT ON BRICK-AND-MORTAR DISTRIBUTIONS.

Regular Board Meeting
October 20, 2022

ISSUE:

The California Horse Racing Board ("Board") staff seeks Board approval to pursue a 2023 legislative proposal to stabilize and increase funding for health and welfare programs that serve California jockeys and backstretch workers.

ANALYSIS:

Although language is still in development, the intent of the proposal is to shift one or more of the existing statutory distributions in Horse Racing Law based on brick-and-mortar wagering to an existing statutory distribution based on Advance Deposit Wagering (ADW).

BACKGROUND:

Since the inception of ADWs in California in 2002, wagering on horse races at brick-and-mortar facilities has decreased while online wagering on horse races has skyrocketed. This migration was accelerated during the pandemic when virtually all brick-and-mortar facilities were closed even as live racing continued. Unfortunately, Horse Racing Law (Bus. & Prof. Code §19400 et seq.) codifies several charitable or welfare related distributions that are based on wagering at these brick-and-mortar facilities. Specifically, uncashed parimutuel ticket and unclaimed parimutuel ticket distributions go directly to health and welfare programs (e.g., health, dental, and vision benefits) for jockeys and backstretch workers, respectively, and are therefore dependent upon in-person wagering. Prior to the pandemic, distributions into these health and welfare programs were in steady decline with the increase in bettors wagering via ADW. The closure of brick-and-mortar wagering facilities during the pandemic only exacerbated the issue and all funding for these programs effectively disappeared. All the while, health care costs continue to increase.

The CHRB must submit its 2023 proposal(s) to the Business, Consumer Services and Housing Agency by October 21, 2022. Final proposals are submitted to the Governor's Office on November 7, 2022. All bill proposals are required to meet at least one of the following criteria: 1.) saves money, 2.) creates efficiencies, 3.) conforms to federal law, 4.) necessary to avoid programmatic issues. Staff believes stabilizing health and welfare programs meets criteria number four – it is necessary

to avoid programmatic issues.

RECOMMENDATION:

This item is presented for Board discussion and action.

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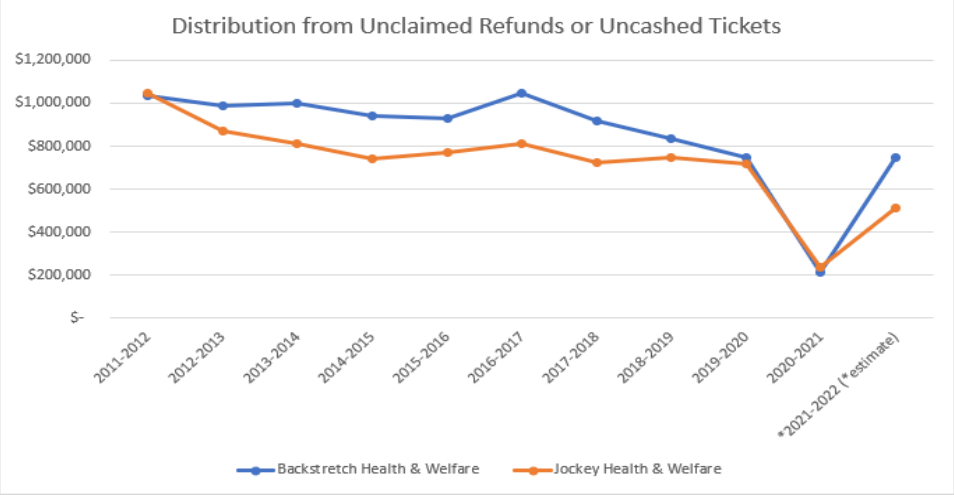
California ADW Retirement Handle & Retirement Funds Generated Per Statute 19604 (i)

Calendar Year Total		Total Handle	Jockeys Retirement	Backstretch Pension	Backstretch Health and Welfare	Total	Amount Generated with No $2M Cap
	2012	480,984,542	709,453	496,617	212,836	1,418,905	1,418,904
	2013	514,696,900	759,179	531,425	227,754	1,518,357	1,518,356
	2014	556,748,294	821,205	574,843	246,361	1,642,409	1,642,407
	2015	590,839,185	871,489	610,042	261,446	1,742,977	1,742,976
	2016	597,961,484	881,994	617,395	264,598	1,763,988	1,763,986
	2017	624,070,498	920,505	644,353	276,151	1,841,009	1,841,008
	2018	681,654,026	1,005,441	703,808	301,632	2,010,881	2,010,879
	2019	676,373,322	997,652	698,356	299,295	1,995,303	1,995,301
	2020	1,171,830,106	1,000,016	700,011	300,005	2,000,031	3,456,899
	2021	1,175,314,282	1,000,007	700,004	300,002	2,000,013	3,467,177
Total:		7,070,472,640	8,966,939	6,276,853	2,690,080	17,933,872	20,857,894

Distributions per BPC 19604 (i): Amounts distributed under this section shall be proportionally reduced by an amount equal to 0.00295 multiplied by the amount handled on advance deposit wagers originating in California for each racing meeting, except for harness racing meetings, provided that the amount of this reduction shall not exceed two million dollars ($2,000,000). The method used to calculate the reduction in proportionate share shall be approved by the board. The amount deducted shall be distributed as follows: (1) (A) Fifty percent of the money to the board to establish, and to administer jointly with the organization certified as the majority representative of California-licensed jockeys pursuant to Section 19612.9, a defined contribution retirement plan for California-licensed jockeys who retired from racing on or after January 1, 2009. (B) A person becomes a participant in the retirement plan when the person is licensed as a jockey in California. (2) The remaining 50 percent of the money shall be distributed as follows: (A) Seventy percent shall be distributed to supplement the trainer-administered pension plans for backstretch personnel established pursuant to Section 19613. Moneys distributed pursuant to this subparagraph shall supplement, and not supplant, moneys distributed to that fund pursuant to Section 19613 or any other provision of law. (B) Thirty percent shall be distributed to the welfare fund established for the benefit of horsemen and backstretch personnel pursuant to subdivision (b) of Section 19641. Moneys distributed pursuant to this subparagraph shall supplement, and not supplant, moneys distributed to that fund pursuant to Section 19641 or any other provision of law.

OTHER DISTRIBUTIONS:	Pari-mutuel Handle TOTAL	Unclaimed Tickets	Unclaimed Refunds
FISCAL YEAR		Backstretch Health & Welfare	Jockey Health & Welfare
2011-2012	$ 2,888,835,972	$ 1,037,096	$ 1,048,597
2012-2013	$ 3,039,604,194	$ 986,678	$ 871,311
2013-2014	$ 3,144,249,753	$ 1,000,981	$ 810,852
2014-2015	$ 3,095,263,930	$ 938,848	$ 743,380
2015-2016	$ 2,904,499,795	$ 930,260	$ 769,291
2016-2017	$ 2,989,969,720	$ 1,046,452	$ 810,112
2017-2018	$ 3,181,903,942	$ 918,004	$ 723,108
2018-2019	$ 2,907,382,828	$ 836,090	$ 747,833
2019-2020	$ 2,803,587,091	$ 746,148	$ 716,964
2020-2021	$ 2,968,092,524	$ 211,796	$ 237,746
2021-2022*	$ 3,239,728,525	$ 745,740	$ 513,341

** Estimated*



Dear Scott -

On behalf of the California Thoroughbred Horsemen's Foundation, Inc. ("CTHF") we appreciate the board's desire to address the impact of the continuing migration of wagering from brick and mortar locations to the ADW platform, and its negative impact upon welfare organizations.

The migration in recent years has led to significant reductions in CTHF's income from uncashed tickets, and our projections anticipate that trend will continue.

While it appears the board may be focused, for the moment, on this one potential solution, there may well be other solutions that could also work. CTHF's concern is that a bad solution would lead to a reduction in healthcare services to backstretch workers.

A statutory response to the problem is likely the remedy, but history tells us that an adequate study of alternatives and necessary discussion and buy-in with stakeholders requires time to produce an effective and lasting solution. Item 8 on the October 20 agenda is not likely to be an exception.

As I am unfortunately out of the country until Friday, October 21, and not knowing the depth of the discussion that will occur at the board meeting on the 20th, I would like to point out a couple of things that are obvious to CTHF, but may not be so obvious to the board and other stakeholders. Namely:

1. Although there is no logical correlation between total handle and the value of uncashed tickets at brick and mortar locations, the historical average for the value of those funds conveyed to CTHF has remained relatively consistent at around .22% of brick and mortar handle.
2. CTHF currently receives .125% of ADW handle before the cap triggers, as has been the case the past two years due to increased ADW volume. The .125% is 43% less for each wagering dollar that is handled through ADW, as opposed to a brick and mortar location.
3. In addition, once the cap triggers, our rate drops to approximately .083%, leading to an effective annual rate of approximately .108% of handle, which is 51% less for each wagering dollar handled on the ADW platform, as opposed to a brick and mortar location. The cap has reduced CTHF's ADW receipts by an average of about $275,000 in our past two fiscal years.

Obviously, simply eliminating uncashed ticket revenue to CTHF, and replacing it with the current ADW formula would be financially devastating to CTHF and would lead to significant reductions in the services we render to the backstretch community.

The above being said, I think everyone would agree that tying one's financial future to a decaying revenue model needs to be changed - especially for entities whose charter is tied to looking out for the welfare of others.

SUMMARY:

1. Current law, as it pertains to welfare organizations, is out of balance and needs to be fixed, but the solution can't be worse than the problem that now exists.
2. Any solution must be viewed as "'fair" and must be accepted by Industry stakeholders.
3. Any solution must be sustainable. History says when the Industry "goes to the well" for statutory changes, the language tends to stick for years. We need to get it right the first time. Getting it right will possibly require more time, that may or may not be afforded to all stakeholders, given the deadlines depicted in the package material under Item #8.

In closing, I sincerely apologize for not being able to attend the October 20 board meeting, but do hope that this email clarifies our thoughts, not knowing exactly what will transpire at the meeting.

Thank you in advance for your consideration of our position.

Sincerely,

Cliff Goodrich
Executive Director
CTHF

Draft Language

SECTION 1. Section 19604 of the Business and Professions Code is amended to read:

(i) Amounts distributed under this section shall be proportionally reduced by an amount equal to 0.00295 multiplied by the amount handled on advance deposit wagers originating in California for each racing meeting, except for harness racing meetings, provided that the amount of this reduction shall not exceed two million eight hundred thousand dollars (~~$2,000,000~~ $2,800,000). The method used to calculate the reduction in proportionate share shall be approved by the board. The amount deducted shall be distributed as follows:

(1) (A) ~~Fifty~~ Thirty-six percent of the money to the board to establish, and to administer jointly with the organization certified as the majority representative of California-licensed jockeys pursuant to Section 19612.9, a defined contribution retirement plan for California-licensed jockeys who retired from racing on or after January 1, 2009.

(B) A person becomes a participant in the retirement plan when the person is licensed as a jockey in California.

~~(2) The remaining 50 sixty-four percent of the money shall be distributed as follows:~~

(2)(~~A)~~ ~~Seventy~~ Twenty-five percent shall be distributed to supplement the trainer-administered pension plans for backstretch personnel established pursuant to Section 19613. Moneys distributed pursuant to this subparagraph shall supplement, and not supplant, moneys distributed to that fund pursuant to Section 19613 or any other provision of law.

(3)(~~B)~~ ~~Thirty~~ Twenty-five percent shall be distributed to the welfare fund established for the benefit of horsemen and backstretch personnel pursuant to subdivision (b) of Section 19641. Moneys distributed pursuant to this subparagraph shall supplement, and not supplant, moneys distributed to that fund pursuant to Section 19641 or any other provision of law.

(4)(~~C)~~ Fourteen percent shall be distributed to the welfare fund established for the benefit of California-licensed jockeys established pursuant to Section 19612.9. Moneys distributed pursuant to this subparagraph shall supplement, and not supplant, moneys distributed to that fund pursuant to Section 19612.9 or any other provision of law.

Agenda Item 9

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD REGARDING THE PROPOSED ADDITION OF CHRB RULE 1867.2, ADMINISTRATION OF MULTIPLE INTRA-ARTICULAR INJECTIONS, TO ESTABLISH A RULE FOR HORSES RECEIVING MULTIPLE INTRA-ARTICULAR INJECTIONS.

Regular Board Meeting
October 20, 2022

ISSUE:

The California Horse Racing Board ("Board") is proposing an additional rule regulating the administration of multiple intra-articular injections. The intent in proposing this rule is to continue the extensive efforts to further reduce the number of catastrophic injuries occurring during racing and training.

ANALYSIS:

The proposed rule was drafted in collaboration with regulatory veterinarians and industry partners and informed by available data on horse injuries. As proposed, the rule requires horses treated with a third intra-articular (IA) injection with any agent in the same joint within a 60-day period to be placed on the Veterinarian's List for a 30-day period.

BACKGROUND:

The proposed rule was originally brought before the Medication, Safety, and Welfare Committee at a meeting held on July 13, 2022. During the discussion several issues of concern were raised including addressing the difference between an IRAP injection and a corticosteroid injection, the protocol for both multiple and single injections and jurisdictional or regional differences in the regulation of IA injections that would impact the ability of the board to regulate effectively in this area. Additionally, the prescribed treatments between different breeds were also discussed. Further, the importance of monitoring and diagnostic follow up procedures were identified as key necessary components for any proposed rule regulating this activity. Ultimately, given the documented occurrences of either administration of a high number of IA injections within a short period or multiple administrations occurring over a longer period without follow up diagnostics, as well as some racing associations considering or implementing house rules to restrict this activity, the determination was made that regulation of this activity by the board was needed. Given that CHRB Rule 1866 allows Official Veterinarians to require diagnostics of any horse placed on the Veterinarian's List, the proposed rule was drafted requiring horses that receive multiple IA injections to be placed on the Veterinarian's List for a specified period, addressing both the need for monitoring and creating the opportunity to address any needed diagnostic follow up procedures.

RECOMMENDATION:

This item is presented for Board discussion and action.

CALIFORNIA HORSE RACING BOARD
TITLE 4. CALIFORNIA CODE OF REGULATIONS
DIVISION 4. CALIFORNIA HORSE RACING BOARD
ARTICLE 15. VETERINARY PRACTICES
PROPOSED ADDITION OF RULE 1867.2,
ADMINISTRATION OF MULTIPLE INTRA-ARTICULAR INJECTIONS

1867.2. Administration of Multiple Intra-articular Injections

(a) Horses treated with a third intra-articular (IA) injection with any agent in the same joint within a 60-day period shall be placed on the Veterinarian's List for a 30-day period. The first day of any 60-day period begins on the date of any reported IA injection and includes the 60th day following the date of any IA injection.

(b) The day after the third IA injection that occurs within any 60-day period is the first day on the Veterinarian's List. The horse shall be removed from the Veterinarian's list for multiple IA injections on the day following the 30th day of the third IA injection occurring in any 60-day period. A horse on the Veterinarian's List for multiple reasons must meet the criteria required for removal for each reason.

NOTE:
Authority cited: Sections 19440, 19562, 19580 and 19581, Business and Professions Code.
Reference: 19440, 19580 and 19581, Business and Professions Code.

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Agenda Item 10

CALIFORNIA HORSE RACING BOARD

October 20, 2022

REGULAR BOARD MEETING

There is no board package material for Item 10

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Agenda Item 11

CALIFORNIA HORSE RACING BOARD

October 20, 2022

REGULAR BOARD MEETING

There is no board package material for Item 11

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Agenda Item 12

CALIFORNIA HORSE RACING BOARD

October 20, 2022

REGULAR BOARD MEETING

There is no board package material for Item 12