

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, June 16, 2022**, commencing at **9:30 a.m.** at the **Pleasanton Off-Track Betting Facility, 2100 Valley Avenue, Pleasanton, 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 May 19, 2022.**
2. Discussion and action by the Board regarding the **proposed amendments of CHRB Rule 1616, Minimum Weights to Be Carried, and Rule 1683, Maximum Overweight**, to align with current health and safety standards for jockeys.
3. Discussion and action by the Board regarding the **proposed amendment of CHRB Rule 1734, Whipping**, for Standardbred harness racing, to align with current CHRB Rule 1688, Use of Riding Crop.
4. Discussion and action by the Board regarding **authorizing staff to institute a concussion protocol to comply with the Horseracing Integrity and Safety Act and the associated Voluntary Implementation Agreement.**
5. Discussion and action by the Board regarding **approval of an agreement, pursuant to CHRB Rule 1581, Racing Secretary to Establish Conditions, between the Del Mar Thoroughbred Club (DMTC) and the Thoroughbred Owners of California (TOC)**, regarding entry conditions and specified drug substances or medications to be implemented by the DMTC at the Del Mar Racetrack.
6. 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 July 13, 2022, through September 13, 2022.
7. Discussion and action by the Board on the **Application for License to Conduct a Horse Racing Meeting of the California Exposition and State Fair**, Commencing July 13, 2022, through August 2, 2022.

8. Discussion and action by the Board on the **Approval for the distribution of Market Access fees from Advanced Deposit Wagering, placed by California residents on all live and imported races hosted by the Signatory Racing Associations for the period June 17, 2022, through December 31, 2022** for a distribution that would otherwise be payable as purses and commissions, to cover the assessments as allocated to each Signatory Racing Association pursuant to the Horse Racing Integrity and Safety Act of 2020 ("HISA") for calendar year 2022 as permitted under Business & Professions Code section 19604(f)(5)(E).
9. Discussion and action by the Board on the **Approval for the distribution of Market Access fees from Advanced Deposit Wagering, placed by California residents on all live and imported races hosted by the Signatory Racing Associations for the period July 1, 2022, through June 30, 2023** for a distribution that would otherwise be payable to purses, breeders and track commissions, to supplement funding for CHRB Board Support as permitted under Business & Professions Code section 19604(f)(5)(E).
10. Discussion and action by the Board on the **approval of the fiscal year 2022-23 agreement providing funding for CHRB Board support.**
11. Reports
 - A. **Executive Director's Report.**
12. **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.
13. **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).
14. **Adjournment.**

Notice of CHRB Meeting
June 3, 2022

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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. 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, Assistant Executive Director

Date of Notice: June 3, 2022

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PENDING ADMINISTRATIVE ADJUDICATIONS
JUNE 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 Appeal****Veterinarian Kim Kuhlmann**

Case Number: 21GG0095

B. Proposed Decision of Appeal**Trainer Jesse Pacheco**

Case Number: SAC 22-0010

C. Proposed Decision of Appeal**Trainer Robert Lucas**

Case Number: SAC 22-0021

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PENDING LITIGATION
JUNE 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

OTHER LITIGATION

- C. In the Matter of the Accusation Against Jeff Blea**
Case No. 4602021001570
Before the Veterinary Medical Board

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PERSONNEL MATTERS
JUNE 2022

Employment

- A. Executive Director position relocation from Sacramento to Los Angeles.

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**REGULAR BOARD MEETING MINUTES****Date and Time:** May 19, 2022 at 9:30 a.m.**Location:** Clubhouse at Cal Expo
1600 Exposition Blvd
Sacramento, CA**Board Members Present:** Gregory Ferraro, Chairman
Oscar Gonzales, Vice-Chairman
Dennis Alfieri, Member
Wendy Mitchell, Member
Demascus Castellanos, Member
Brenda Washington Davis, Member
Thomas C. Hudnut, Member**Staff Members Present:** Scott Chaney, Executive Director
Cynthia Alameda, Assistant Executive Director
Robert Brodnik, General Counsel**1. APPROVAL OF THE MINUTES OF April 21, 2022.****Motion:** To approve the minutes of April 21, 2022.**Motioned/Seconded:** Davis/Castellanos**Roll call vote:** **Aye:** Davis, Mitchell, Gonzales, Alfieri, Hudnut, Castellanos, Ferraro. **Nay:** None. **Motion carried.**

Pages 3–4 in the Board transcript.

2. REPORT FROM THE JOCKEY AND DRIVER WELFARE COMMITTEE.

Pages 4–14 in the Board transcript.

3. DISCUSSION AND ACTION BY THE BOARD ON THE APPROVAL FOR THE CONTINUATION OF A DISTRIBUTION FROM ADW MARKET ACCESS FEES FOR WAGERS PLACED BY CALIFORNIA RESIDENTS ON ALL LIVE AND IMPORTED RACES HOSTED BY THE SIGNATORY RACING FAIRS FOR THE PERIOD JUNE 1, 2022, THROUGH DECEMBER 31, 2022, TO BE UTILIZED TO FUND A CALIFORNIA COOP MARKETING PROGRAM AS PERMITTED UNDER BUSINESS & PROFESSIONS CODE SECTION 19604(f)(5)(E).**Motion:** To approve the continuation of a distribution from ADW market access fees for wagers placed by California residents on all live and imported races hosted by the signatory racing fairs for the period June 1, 2022 through December 31, 2022, to be utilized to fund a

Proceedings of the Regular Meeting of May 19, 2022

California co-op marketing program as permitted under Business and Professions Code Section 19604(f)(5)(E).

Motioned/Seconded: Alfieri/Hudnut

Roll call vote: **Aye:** Davis, Mitchell, Gonzales, Alfieri, Castellanos, Hudnut, Ferraro. **Nay:** None. **Motion carried.**

Pages 14–16 in the Board transcript.

4. DISCUSSION AND ACTION BY THE BOARD REGARDING ENTERING INTO A VOLUNTARY IMPLEMENTATION AGREEMENT WITH THE HORSERACING INTEGRITY AND SAFETY AUTHORITY, INC.

Motion: To grant the Executive Director the authority to enter into a voluntary implementation agreement with the Horseracing Integrity and Safety Authority, Inc.

Motioned/Seconded: Davis/Castellanos

Roll call vote: **Aye:** Davis, Mitchell, Gonzales, Alfieri, Castellanos, Hudnut. **Nay:** None.

Motion carried.

Pages 16–26 in the Board transcript.

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

Pages 26–44 in the Board transcript.

6. DISCUSSION AND ACTION BY THE BOARD REGARDING APPROVAL OF AN AGREEMENT, PURSUANT TO CHRB RULE 1581, RACING SECRETARY TO ESTABLISH CONDITIONS, BETWEEN THE LOS ANGELES COUNTY FAIR (LACF) AND THE THOROUGHBRED OWNERS OF CALIFORNIA (TOC), REGARDING ENTRY CONDITIONS AND SPECIFIED DRUG SUBSTANCES OR MEDICATIONS TO BE IMPLEMENTED BY LACF AT LOS ALAMITOS.

Motion: To approve an agreement, pursuant to CHRB Rule 1581, Racing Secretary to Establish Conditions, between the Los Angeles County Fair (LACF) and the Thoroughbred Owners of California (TOC), regarding entry conditions and specified drug substances or medications to be implemented by LACF at Los Alamitos.

Motioned/Seconded: Alfieri/Hudnut

Roll call vote: **Aye:** Davis, Mitchell, Gonzales, Alfieri, Castellanos, Hudnut, Ferraro. **Nay:** None. **Motion carried.**

Pages 44–46 in the Board transcript.

7. DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE LOS ANGELES COUNTY FAIR AT LOS ALAMITOS, COMMENCING JUNE 22, 2022, AND CONTINUING THROUGH JULY 12, 2022, INCLUSIVE.

Motion: To approve the application for license to conduct a horse racing meeting of the Los Angeles County Fair at Los Alamitos, commencing June 22, 2022, and continuing through July 12, 2022, inclusive.

Proceedings of the Regular Meeting of May 19, 2022

Motioned/Seconded: Castellanos/Hudnut

Roll call vote: **Aye:** Davis, Mitchell, Gonzales, Alfieri, Castellanos, Hudnut, Ferraro. **Nay:** None. **Motion carried.**

Pages 46–48 in the Board transcript.

8. DISCUSSION AND ACTION BY THE BOARD REGARDING **APPROVAL OF AN AGREEMENT, PURSUANT TO CHRB RULE 1581, RACING SECRETARY TO ESTABLISH CONDITIONS, BETWEEN THE CALIFORNIA AUTHORITY OF RACING FAIRS (CARF) AND THE THOROUGHBRED OWNERS OF CALIFORNIA (TOC), PACIFIC COAST QUARTER HORSE RACING ASSOCIATION (PCQHRA), AND THE ARABIAN RACING ASSOCIATION OF CALIFORNIA (ARAC),** REGARDING ENTRY CONDITIONS AND SPECIFIED DRUG SUBSTANCES OR MEDICATIONS TO BE IMPLEMENTED BY CARF AT ALL AFFILIATED FAIRS.

Motion: To approve an agreement, pursuant to CHRB Rule 1581, Racing Secretary to Establish Conditions, between the California Authority of Racing Fairs (CARF) and the Thoroughbred Owners of California (TOC), Pacific Coast Quarter Horse Racing Association (PCQHRA), and the Arabian Racing Association of California (ARAC), regarding entry conditions and specified drug substances or medications to be implemented by CARF at all affiliated fairs.

Motioned/Seconded: Davis/Mitchell

Roll call vote: **Aye:** Davis, Mitchell, Gonzales, Alfieri, Castellanos, Hudnut, Ferraro. **Nay:** None. **Motion carried.**

Pages 48–49 in the Board transcript.

9. DISCUSSION AND ACTION BY THE BOARD ON THE **APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE ALAMEDA COUNTY FAIR AT PLEASANTON,** COMMENCING JUNE 15, 2022, AND CONTINUING THROUGH JULY 12, 2022, INCLUSIVE.

Motion: To approve the Application for License to Conduct a Horse Racing Meeting of the Alameda County Fair at Pleasanton, commencing June 15, 2022, and continuing through July 12, 2022, inclusive.

Motioned/Seconded: Gonzales/Hudnut

Roll call vote: **Aye:** Davis, Mitchell, Gonzales, Alfieri, Castellanos, Hudnut, Ferraro. **Nay:** None. **Motion carried.**

Pages 49–58 in the Board transcript.

10. DISCUSSION AND ACTION BY THE BOARD ON THE **APPLICATION FOR RENEWAL OF LICENSE TO OPERATE A MINISATELLITE WAGERING FACILITY AT THE OC TAVERN, SAN CLEMENTE,** FOR A PERIOD OF UP TO BUT NOT EXCEEDING FIVE YEARS.

Motion: To approve the application for renewal of license to operate a minisatellite wagering facility at the OC Tavern, San Clemente, for a period of up to but not exceeding five years.

Motioned/Seconded: Davis/Alfieri

Proceedings of the Regular Meeting of May 19, 2022

Roll call vote: Aye: Davis, Mitchell, Alfieri, Castellanos, Hudnut, Ferraro. **Nay:** None.

Motion carried.

Pages 58–60 in the Board transcript.

11. EXECUTIVE DIRECTOR’S REPORT.

Pages 60–64 in the Board transcript.

12. PUBLIC COMMENT.

Page 64 in the Board transcript.

MEETING ADJOURNED AT 10:52 A.M.

Proceedings of the Regular Meeting of May 19, 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

Agenda Item 2

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD REGARDING THE PROPOSED
AMENDMENTS OF CHRB RULE 1616, MINIMUM WEIGHTS TO BE CARRIED, AND
RULE 1683, MAXIMUM OVERWEIGHT, TO ALIGN WITH CURRENT HEALTH AND
SAFETY STANDARDS FOR JOCKEYS
Regular Board Meeting
June 16, 2022

ISSUE:

The California Horse Racing Board (CHRB) is constantly looking for areas to improve animal and human welfare. As humans evolve and nutrition (and dieting) is better understood, the ability for jockeys to make minimum weights is increasingly difficult and unhealthy. In fact, at the lower end of the assigned weight for particular races, most jockeys simply cannot ride at that weight and are therefore considered overweight. This is particularly true for quarter horse riders.

ANALYSIS:

In collaboration with The Jockeys' Guild and several Racing Secretaries (including Los Alamitos) the CHRB is proposing amendments to two regulations to reflect this reality. The first would amend [CHRB Rule 1616, Minimum Weights to Be Carried](#), to create a certain minimum weight for all breeds and separately for quarter horses. This approach differs slightly from the model rule approach and the CHRB's current rule which both set minimums, but allow for assigned weights to fall below those minimums when sex and age allowances are considered. There are exceptions for apprentice allowances and stake races in the proposed language. However, raising the floor for minimum weights also presents the unintended consequence of creating a higher maximum weight which could detrimentally effect animal welfare. Therefore, the CHRB proposes amending [CHRB Rule 1683, Maximum Overweight](#) to decrease the allowable overweight for a rider to ride from 7 pounds to 5 pounds, before being removed from his or her mount.

This change is being done in conjunction with raising the weight minimums for jockeys by two pounds based on discussions with the jockey's guild and racing secretaries. Both of these groups agreed that two pounds will help rider's health but not force the racing secretaries to change their average assigned weight too much. Therefore, if we are raising the minimum jockey weight two pounds, we need to drop the maximum allowable overweight two pounds so that we are not adding weight to horses which could introduce animal welfare concerns.

This item was discussed and approved at the Jockey and Driver Welfare Committee Meeting on May 18, 2022.

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 6. ENTRIES AND DECLARATIONS
PROPOSED AMENDMENT OF RULE 1616, MINIMUM WEIGHTS TO BE CARRIED

1616. Minimum Weights to Be Carried.

Notwithstanding any other provision of this Division, the minimum weight to be carried in all overnight races ~~for two-year olds only, for three-year olds only, and for four-year olds and upward~~ shall be ~~412~~ 114 pounds subject to ~~further sex and~~ apprentice allowances. The minimum weight to be carried ~~in all races in except~~ handicap and stakes races shall be ~~403~~ 105 pounds. For quarter horse races, the minimum weight to be carried shall be 120 pounds, regardless of any otherwise permitted allowance.

Authority: Sections 19562 and 19590
Business and Professions Code

Reference: Sections 19562 and 19590
Business and Professions Code

CALIFORNIA HORSE RACING BOARD
TITLE 4. CALIFORNIA CODE OF REGULATIONS
DIVISION 4. CALIFORNIA HORSE RACING BOARD
ARTICLE 8. RUNNING THE RACE
PROPOSED AMENDMENT OF RULE 1683, MAXIMUM OVERWEIGHT

1683 Maximum Overweight.

No horse shall carry more than two pounds overweight without consent of its owner, the owner's agent, ~~his agent~~, or ~~his~~ the owner's representative, but shall not carry more than ~~seven~~ five pounds overweight in any race.

Agenda Item 3

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD REGARDING THE PROPOSED
AMENDMENT OF CHRB RULE 1734, WHIPPING, TO ALIGN WITH CURRENT CHRB
RULE 1688, USE OF RIDING CROP
Regular Board Meeting
June 16, 2022

ISSUE:

The riding crop and the whip are tools designed to encourage movement or aid in guidance and control over horses, either through direct contact or as a visual directional cue. While the use of these tools has been a part of horse racing since its inception, both public perception and the California horse racing industry's desire to establish more humane and restricted use have resulted in significant changes to both California Horse Racing Board (CHRB) [Rule 1734, Whipping](#), and CHRB [Rule 1688, Use of Riding Crop](#), over the past several years. The proposed amendments to Rule 1734 are intended to align both rules under the same uniform requirements, specifically regarding the number of times a whip can be used in succession without giving a horse a chance to respond and the total number of times the whip can be used during a race.

ANALYSIS:

Rule 1734 was last amended in January 2017 and provided that no driver shall use unreasonable force in whipping a horse and restricted use to elbow and wrist action only, as well as other specified prohibited uses including but not limited to raising the elbow above the driver's shoulder height, allowing the hand holding the whip to reach behind the driver, use of the whip other than on specified areas, and whipping when a horse does not appear to be advancing or is no longer in contention of purse money. Additionally, the use of the whip was limited to no more than three times in succession without giving the horse a chance to respond. Rule 1688, Use of Riding Crop, was last amended in 2020 and prohibited the use of the riding crop during training except when necessary to preserve the safety of the horse and rider, and describes the correct use of the riding crop, including limiting the total number of times a crop can be used in a race to six total, and no more than two times in succession without giving the horse a chance to respond.

This item was discussed and approved at the Jockey and Driver Welfare Committee Meeting on May 18, 2022.

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 9. HARNESS RACING RULES
PROPOSED AMENDMENT OF RULE 1734, WHIPPING

1734 ~~Whipping.~~ Use of Driving Whip.

(a) No driver shall use unreasonable force in whipping a horse, nor whip any horse causing welts or breaks in the skin, nor whip any horse about the head, nor whip any horse after the finish line has been crossed except when necessary to control the horse.

(b) Whipping shall be restricted to elbow and wrist action only, and the following actions regarding the use of the whip are prohibited:

(1) Raising the elbow above the driver's shoulder height.

(2) Allowing the hand holding the whip to reach behind the driver during the use of the whip.

(3) Use of the whip other than on the area inside and above the level of the shafts of the sulky and between the sulky shafts.

(4) Whipping under the arch of the shafts of the sulky.

(5) Use of the whip as a goading or poking device between the legs of the horse.

(6) Use of the whip when the horse does not appear to be advancing through the field of horses or is no longer in contention for purse money.

(7) Use a whip more than two times in succession without giving a horse the chance to respond before using the whip again

(8) Use a whip more than six times during a race excluding showing or waiving the whip.

(c) ~~For the purpose of whipping, all drivers must keep a line in each hand beginning when the horse is behind the starting gate and until the one eighth of a mile prior to the finish line, and may not whip while holding two lines in one hand until then. The driver must keep a line in each hand, except as may be necessary to adjust authorized equipment which may include, but is not limited to, pulling ear plugs and dropping blinkers, beginning when the horse is behind the starting gate and continuing through the finish of the race. The lines must remain reasonably taut during the entire race.~~

~~(d) Drivers may not use the whip more than three times in succession without giving the horse a chance to respond.~~

Authority: Sections 19420 and 19440
Business and Professions Code

Reference: Section 19563
Business and Professions Code

Agenda Item 4

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD REGARDING AUTHORIZING STAFF
TO INSTITUTE A CONCUSSION PROTOCOL TO COMPLY WITH THE
HORSERACING INTEGRITY AND SAFETY ACT AND THE ASSOCIATED
VOLUNTARY IMPLEMENTATION AGREEMENT.

Regular Board Meeting
June 16, 2022

ISSUE:

The Horseracing Integrity and Safety Authority's Racetrack Safety Program goes into effect on July 1, 2022 and requires state racing commissions who enter into an agreement with the Authority to implement a concussion management program for covered jockeys. The Board voted to enter into a Voluntary Implementation Agreement with the Authority at its May 2022 Board Meeting, thus the need for the CHRB to institute a concussion management program as soon as practicable.

ANALYSIS:

Staff is seeking Board approval to institute a concussion management program, which would include the ability to update the protocol as the Authority, subject matter experts, and industry leaders recommend.

In May of 2018, the Association of Racing Commissioners International adopted concussion protocol regulations sponsored by the Jockey's Guild. The Jockey's Guild, in collaboration with medical subject matter experts, developed extensive concussion management guidelines, protocols, and resource tools to facilitate concussion management programs. Staff crafted the draft "Concussion Management and Return to Ride Guidelines" based on this guidance, policies at other racetracks, and the requirements of Rule 2192.

HISA's Racetrack Safety Program Rule 2192 requires that a concussion management program for Jockeys contain the following elements:

- (a) Each Jockey shall acknowledge in writing that they have been made aware of the Concussion protocols in place for the facility at which they are riding;
- (b) A minimum assessment shall include a current Concussion assessment tool examination;
- (c) A return-to-ride guideline shall be established in order to clear a Jockey who has been concussed, or is believed to have been concussed, once the Jockey is declared fit-to-ride; and
- (d) The stewards shall be notified when a Jockey is not permitted to ride and when the Jockey has been authorized to return to riding.

In order to comply with subsections (a) and (c), the Jockey Guild's sample "Return to Ride Authorization Form" and "Concussion Protocol Acknowledgement Form" would also be provided to racing associations.

RECOMMENDATION:

This item is presented for Board discussion and action. Should the Board elect to authorize staff to institute a concussion protocol in order to comply with the Racetrack Safety Program

Regulations and the terms of the Voluntary Implementation Agreement, the action should be conditioned upon the Board securing the appropriate statutory authority to enter into agreements with the Authority.

HISA Racetrack Safety Rule 2192. Concussion Management.

State Racing Commissions, or Racetracks if the applicable State Racing Commission does not enter into an agreement with the Authority, shall implement a Concussion management program for Jockeys containing the following elements:

- (a) Each Jockey shall acknowledge in writing that they have been made aware of the Concussion protocols in place for the facility at which they are riding;
- (b) A minimum assessment shall include a current Concussion assessment tool examination;
- (c) A return-to-ride guideline shall be established in order to clear a Jockey who has been concussed, or is believed to have been concussed, once the Jockey is declared fit-to-ride; and
- (d) The stewards shall be notified when a Jockey is not permitted to ride and when the Jockey has been authorized to return to riding.

Concussion Management and Return to Ride Guidelines

The Horseracing Integrity and Safety Authority's Racetrack Safety Rule 2192 requires the implementation of a Concussion management program for Jockeys. Consistent with those requirements, licensed racing associations and jockeys are responsible for the following:

1. Identifying an individual professionally trained in concussion testing to perform baseline concussion assessment of all jockeys and training the on-site medical team in return to ride guidelines.
2. Ensuring that staff and officials are trained in the identification of a potential concussion and ensuring the written protocols are available.
3. Confirming that all jockeys, prior to riding at a meet, have a baseline concussion assessment administered by a health care provider. Baseline concussion assessments must be completed prior to July 1, 2022, and annually thereafter barring a head injury within that time. If the baseline assessment has not been performed at the current track or completed at another track within 12 months, a baseline assessment is required prior to riding.
4. All jockeys should maintain an active account in the Jockey Health Information System (JHIS). A Jockey's Guild representative or member of the Jockey Club's InCompass staff can assist in providing the jockey a username and password to create an account. A track representative and/or medical health care provider(s) should also be given login credentials to access jockey health information. It is the jockey's responsibility to maintain his/her personal information and update injuries including race and non-race related incidents. The association should confirm that each jockey riding at its meet has his/her baseline assessment on file in the JHIS.
5. Establishing that the baseline assessment consists of a symptoms checklist and the Sport Concussion Assessment Tool -5th Edition (SCAT-5) Standardized Cognitive and Balance Assessment.
6. Ensuring that if an accident occurs in which a concussion is possible, the jockey should be immediately evaluated by the health care provider, who is professionally trained in concussion management, to determine the extent of the injury and whether or not emergency management transportation to a trauma center is necessary.
7. Requiring the jockey to undergo an evaluation prior to returning to ride after any incident where a jockey sustains a fall or exhibits signs, symptoms, or behaviors consistent with a concussion. A fall includes, but is not limited to, a jockey falling from a horse and landing on any body part other than his or feet or falling from a horse at any speed faster than a trot.
8. Ensuring that a fallen rider who does not follow up with a physician, or refuses care altogether, they will lose their riding privileges at the track.
9. Establishing Concussion protocols that include but are not limited to:
 - a. The concussion evaluation: (Should be evaluated in a quiet environment, i.e. First Aid room)
 - i. Symptom assessment
 - ii. Physical and neurological examination

- iii. Administration of SCAT-5 and compared to baseline for cognitive assessment and balance exam
 - iv. Clinical/physical assessment for cervical spine trauma, skull fracture, and intracranial hemorrhage (bleeding)
 - b. The evaluation shall be administered by the medical advisor or health care professional who has been trained in the evaluation and management of concussion.
 - c. If after assessment of the athlete, the medical advisor does not think or suspect that a concussion has occurred a recommendation may be made for the jockey to return to ride.
 - d. If after assessment of the jockey, the medical advisor or paramedic suspects that further evaluation and time is needed to make a decision, the jockey will be held out until further evaluation can occur and medical judgement can be made whether to return to ride. The diagnosis of a concussion will be made if the Glasgow Coma Score is less than 15, the athlete exhibits any symptoms, signs or behaviors consistent with concussion, the SCAT-5 is abnormal compared to the baseline or the diagnosis is in doubt. The jockey will be removed from competition until evaluated by a concussion specialist and managed until the concussion has resolved. Repeat SCAT-5 testing will also be administered and used to help manage the concussion. The jockey will not return to ride until receiving a written release from the health care provider with experience in concussion evaluation and management. The medical advisor or paramedic may determine at any time that the jockey requires further assessment at a hospital.
10. Ensuring that a jockey replaces his or her helmet in the event of impact to the helmet, regardless of whether or not a concussion is ultimately diagnosed.
11. Annually requiring each jockey to acknowledge in writing that they are aware of the Concussion protocols in place for the facility at which they are riding.
12. Providing standardized "Return to Ride Guidelines" to the jockey following the diagnosis of a concussion.
13. Requiring use of a "Return to Ride Authorization Form" signed by a medical professional in order for a jockey to return to ride after being removed due to a suspected concussion.
14. Notifying stewards when a jockey is not permitted to ride and when a Jockey has been authorized to return to riding.

RETURN TO RIDE AUTHORIZATION FORM

MEDICAL AUTHORIZATION TO RETURN TO PLAY WHEN A JOCKEY HAS BEEN REMOVED DUE TO A SUSPECTED CONCUSSION OR INJURY

This form shall serve as the authorization that the physician or licensed medical professional has examined the jockey and has cleared the jockey to return to participation. The location of the incident was _____ and the date of the incident was _____. The physician or licensed medical professional must complete this form and submit to the medical personnel or stewards at the returning racetrack prior to the jockey's resumption of participation in practice and/or competition.

Head Injury (e.g., Concussion)

I, _____, have examined the following jockey, _____, who was removed from riding due to exhibiting signs/symptoms/behaviors consistent with a concussion. I have examined this athlete, provided an appropriate return to riding, if necessary, and determined that the jockey is cleared to resume participation on this date _____.

Other Injury (e.g., Orthopedic, Internal, Neurological, Ophthalmology)

I, _____, have examined the following jockey, _____, who was removed from riding due to an injury to _____. I have examined this athlete, provided an appropriate return to riding, if necessary, and determined that the jockey is cleared to resume participation on this date _____.

Signature of Medical Professional: _____

Date: _____

CONCUSSION INFORMATION and PROTOCOLS FOR LICENSED JOCKEYS

Each jockey, licensed to ride in the State, shall be provided a copy of this document to read and sign, acknowledging he or she has been advised of the protocols in place regarding Concussion Management.

All licensed jockeys shall have a baseline concussion assessment annually, to be administered by a recognized health care provider. Additionally, in the event of an injury, a jockey shall provide an updated baseline concussion assessment.

CONCUSSION FACTS

- Concussion is a brain injury that alters the way your brain functions
- Concussion can occur from a blow to the head/or body:
 - following a fall from horse and hitting your head or even from a whiplash motion
- Most concussions occur without being knocked unconscious
- Severity of injury depends on many factors and is not known until symptoms resolve and brain function is back to normal
- All concussions are not created equally. Each rider is different, and all injuries should be evaluated by your team medical staff.

CONCUSSION SYMPTOMS

- Different symptoms can occur and may not show up for several hours. *Symptoms may worsen with physical or mental exertion (e.g. lifting, computer use, reading, etc.)*

Common symptoms include:

- | | | |
|-----------------------------------|--------------------------------------|-----------------------------------|
| ○ Confusion | ○ Difficulty | ○ Slowed Reaction Time |
| ○ Headache | ○ Concentrating | ○ Feeling More |
| ○ Amnesia/ difficulty remembering | ○ Feeling Sluggish, Foggy, or Groggy | ○ Emotional |
| ○ Balance Problems | ○ Nausea | ○ Sleep Disturbance |
| ○ Irritability | ○ Sensitivity to Noise | ○ Loss of Consciousness |
| ○ Dizziness | ○ Sensitivity to Light | ○ Double, Blurry, or Fuzzy Vision |

WHY SHOULD I REPORT MY SYMPTOMS?

- Your brain is the most vital organ in your body
- Riding while still experiencing symptoms can prolong the time it takes to recover, and could put you or other riders at risk of a significant injury due to difficulty making good decisions and having slower reaction time
- Unlike other injuries, there may be significant consequences to “riding through” a concussion
- Repetitive brain injury, when not managed promptly and properly, may cause permanent damage to your brain

CONCUSSION INFORMATION and PROTOCOLS FOR LICENSED JOCKEYS

WHAT SHOULD I DO IF I THINK I HAVE HAD A CONCUSSION?

1. **REPORT IT.** Never ignore symptoms even if they appear mild. Look out for your fellow jocks. Tell your Race Track Physician if you think you or another rider may have a concussion
2. **GET CHECKED OUT.** Your team medical staff has your health and well-being as its first priority. They will manage your concussion according to best practice standards which include being fully asymptomatic, both at rest and after exertion, and having a normal neurologic examination, normal neuropsychological testing, and clearance to play by the team medical staff.
3. **TAKE CARE OF YOUR BRAIN.** According to the CDC, “traumatic brain injury can cause a wide range of short or long term changes affecting thinking, sensation, language, or emotions.” These changes may lead to problems with memory and communication, personality changes, as well as depression and the early onset of dementia. Concussions and conditions resulting from repeated brain injury can change your life and your family’s life forever.

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR MEDICAL PROVIDER

In the event there is reason to believe you suffered a concussion, you and your family will be provided with additional take home instructions. In order to insure a safe return to ride, you will need to comply with the Return to Ride Protocol. It is a protocol made of 5 steps that makes sure that your brain recovers appropriately. These steps may vary slightly, but essentially after you are symptom free for 24-72 hours, depending on severity, you may start “Return to Ride” protocol.

Additionally, before returning to ride, all jockeys who have been diagnosed with a concussion must have written clearance from a medical health care provider, trained in concussion management.

I _____ have read and understood this concussion form that is presented to me today. I am aware that at the conclusion of reading this form that I have the opportunity to ask the medical staff any questions/concerns I may have.

Print Name

Signature

Date

Adapted from www.cdc.gov/Concussion. For more information about concussion, please visit www.cdc.gov/Concussion

Agenda Item 5

STAFF ANALYSIS

DISCUSSION AND ACTION BY THE BOARD REGARDING APPROVAL OF AN AGREEMENT, PURSUANT TO CHRB RULE 1581, RACING SECRETARY TO ESTABLISH CONDITIONS, BETWEEN THE DEL MAR THOROUGHBRED CLUB (DMTC) AND THE THOROUGHBRED OWNERS OF CALIFORNIA (TOC), REGARDING ENTRY CONDITIONS AND SPECIFIED DRUG SUBSTANCES OR MEDICATIONS TO BE IMPLEMENTED BY DMTC AT THE DEL MAR RACETRACK.

Regular Board Meeting
June 16, 2022

ISSUE:

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

BACKGROUND:

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

ANALYSIS:

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

The racing secretary may establish the conditions for any race, the allowances or handicaps to be established or specific races, the procedures for the acceptance of entries and declarations, and such other conditions as are necessary to provide and conduct the association's race meeting. Any conditions that are based on a participating horse's use or non-use of a drug substance or medication, or the presence or lack of presence of a drug substance or medication in a biological test sample taken from a participating horse, shall be

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

Pursuant to Board Rule 1581, any condition involving medication must be agreed to by the horsemen's organization, which in the case of thoroughbred racing, is the Thoroughbred Owners of California (TOC). Additionally, any agreement must be approved by the Board before entries are taken. Here, the Del Mar Thoroughbred Club (DMTC) at Del Mar Racetrack has entered into an agreement with the TOC to prohibit a horse from entering a stakes race conducted with any race-day medication, including furosemide.

RECOMMENDATION:

This item is presented for Board discussion and action.

AGREEMENT

EFFECTIVE DATE: April 15, 2022

PARTIES:

Thoroughbred Owners of California (“TOC”)

285 Huntington Drive
Arcadia, CA 91007

and

Del Mar Thoroughbred Club (“DMTC”)

2260 Jimmy Durante Blvd.
Del Mar, CA 92014

RECITALS:

- A. DMTC is a racing association licensed to operate Thoroughbred horse racing at the Del Mar Race Track located in Del Mar, California. TOC represents the collective interests of all California Thoroughbred owners.
- B. DMTC and TOC desire to enter into an agreement in which new rules and regulations are approved in order for DMTC to be consistent with International Federation of Horse Racing Authorities (“IFHA”), and this agreement is intended to satisfy the requirements set forth in Rule 1581 of the California Horse Racing Board Rules.
- C. The purpose of this agreement is to protect the safety and welfare of horses and riders and to enhance public confidence in the integrity of the sport of Thoroughbred racing.

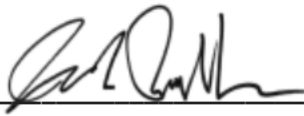
AGREEMENT:

- 1. No horse, of any age, shall be permitted to race in a “Stakes Race” conducted by any of the Racing Associations from January 1, 2022 through December 31, 2022 with any race-day medication, which includes, without limitation, the use of furosemide (e.g. Lasix). A “Stakes Race” shall include all graded stakes races, listed stakes races, overnight stakes races, state-bred stakes races, and restricted stakes races.
- 2. Every horse within the enclosure and every horse at a DMTC auxiliary training facility is subject to out-of-competition testing (OOCT) by DMTC veterinary professionals and

no owner, trainer or other person having the care of a horse shall refuse to submit such for testing.

3. All parties agree to strict limitations on the use of any analgesic and anti-inflammatory medications during racing and training.
4. No horse which has been administered a non-steroidal or steroidal (corticosteroid) anti-inflammatory medication within the previous 48 hours shall participate in a recorded work at Del Mar or any of its auxiliary training facilities. All parties agree OOCT may be conducted to verify compliance.
5. A commitment to continuing collaboration for improving the safety and welfare of horses and riders.
6. The parties will file this agreement with the California Horse Racing Board ("CHRB") and support approval.
7. This Agreement covers DMTC's 2022 summer and fall race meets (the "Meets") and shall expire on the last day that a horse is permitted to be in the Del Mar enclosure or at a DMTC auxiliary training facility as part of the Meets.

Del Mar Thoroughbred Club

By: 
Josh Rubinstein
President and COO

Dated: 4/15/22

Thoroughbred Owners of California

By: 
Mary Forney
Executive Director

Dated: 4/22/22

Agenda Item 6

STAFF ANALYSIS
June 16, 2022

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 JULY 13, 2022, AND CONTINUING THROUGH SEPTEMBER 13, 2022

Del Mar Thoroughbred Club (DMTC) has filed its application to conduct a Thoroughbred horse racing meeting at the Del Mar Racetrack as follows:

- July 13 through September 13, 2022, racing 31 days, the same as proposed for its summer 2021 meet. DMTC proposes to race a total of 293 races, or 9.45 races per day. In 2021, DMTC ran 9.45 races per day with an average of 8.45 runners per race. The average daily purse for the 2021 meet was \$722,992. The estimated average daily purse for this proposed meet is \$781,583.
- The race dates proposed are within the dates allocated by the Board.

July 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						

August 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			

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

- Racing four days per week, Thursday through Sunday; exceptions: weeks 1 and 8, Friday through Sunday, and week 7, Thursday through Monday. Thursdays, eight races per day, except September 1, nine races; Fridays, eight races per day, except July 22, 10 races; Saturdays, 11 races per day, except August 20, 10 races; Sundays, 10 races per day, except August 21, nine races, and July 24 and September 4, 11 races; and Monday, September 5, 10 races.

- Racing concurrently with the Pacific Racing Association II, California Exposition and State Fair, Sonoma County Fair, and Humboldt County Fair.
- First post 2:00 p.m. Thursday, Saturday, Sunday, and Opening Day (Friday, July 22); 4:00 p.m. Fridays, July 29, August 5, 12, and 19; 3:00 p.m. Fridays, August 26, September 2 and 9; and 1:00 p.m. end of season, September 1, 3, 4, 5, 10, and 11.
- Wagering program will use California Horse Racing Board (CHRB/Board) and Association of Racing Commissioners International (ARCI) rules.

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

Alternate Wagering Interest

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

Pick 6

DMTC requests approval to use an alternative definition of “unique” to govern the Pick 6 payout. Pursuant to ARCI 004-105(G)(2)(g), DMTC is required to identify which definition of “unique” under ARCI 004-105(G)(16)(b) it will use to govern the Pick 6. Under the ARCI Model Rules, there are two possible definitions for “unique.” DMTC is requesting approval to use an alternative definition that is not referenced in the ARCI Model Rules or in the CHRB rules. Under ARCI 004-105(G)(1), the Board has the authority to approve the proposed DMTC definition.

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

- Additional wagering information:
 - Early bird wagering July 13–September 11, 2022, 9:00 a.m. every day except Monday, Tuesday, and Wednesday.
 - \$2 Win, Place, Show parlay available on every eligible race. Wager must combine at least two but not more than six races.
 - \$2 Quinella on all eligible races.
 - \$1 Exacta on all eligible races.
 - \$0.50 Trifecta on all eligible races.

- \$0.10 Superfecta on all eligible races.
 - \$2 Rolling Daily Double. **Requests 20% takeout rate.**
 - \$0.50 Rolling Pick 3 on all eligible races.
 - \$1 Place Pick All.
 - \$0.50 Pick 4 on races 2–5. No consolation. 100% payout. Alternate runner provision.
 - \$0.50 Pick 4 on last four races. No consolation. 100% payout. Alternate runner provision.
 - \$0.50 Pick 5 on first five races. 100% payout to all tickets selecting five winners. No consolation. 100% carryover to next day's Early Pick 5 if no ticket has five winners. Alternate runner provision. **Requests 14% takeout rate.**
 - \$0.50 Pick 5 on last five races. 100% payout to all tickets selecting five winners. No consolation. 100% carryover to next day's Late Pick 5 if no ticket has five winners. Alternate runner provision.
 - \$0.20 Pick 6 on last six live races each day. If no unique ticket, 70% will be paid to minor pool, and 30% will be added to major pool carryover.
 - \$0.50 Super High 5 on last race of day. 100% payout on all tickets selecting five winners. No consolation. 100% carryover to next race day Super High 5, if applicable.
 - Mandatory Pick 6 Jackpot Payout on Saturday, August 6, 2022; Saturday, September 3, 2022 (Pacific Classic Day), and Sunday, September 11, 2022 (Closing Day).
- Advance deposit wagering (ADW) providers are TVG Network, XpressBet, Watch and Wager, TwinSpire, BetAmerica, and NYRA Bets.

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

Summary of BPC section 19604

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

- The ADW provider must be licensed by the Board.
 - A written agreement allowing those wagers exists with the racing association or fair conducting the races on which the wagers are made.
 - The agreement shall have been approved in writing by the horsemen's organization responsible for negotiating purse agreements for the breed on which the wagers are made.
- Documents received in compliance with BPC section 19604:
 - ADW agreements with TVG Network, XpressBet, Watch and Wager, TwinSpire, BetAmerica, and NYRA Bets that allow said providers to accept wagers from California residents on races conducted by DMTC for the entire term of its proposed race meet.
 - Thoroughbred Owners of California approval of the ADW agreements.
 - Simulcasting conducted with out-of-state racing jurisdictions, pursuant to [BPC section 19602](#), and with authorized locations throughout California.

- Requests that Jennifer Paige be appointed horse identifier, pursuant to [Board Rule 1525](#), Racing Officials Appointed by the Board.
- Los Alamitos Race Course (LARC) is listed as an auxiliary stabling site. As such, a fire clearance in compliance with [Board Rule 1927](#), Fire Prevention, is required. The fire clearance on file for LARC is valid through October 5, 2022, as approved by the Board at its May 2022 meeting in conjunction with the Los Angeles County Fair at Los Alamitos race meet application.
- San Luis Rey Downs (SLRD) is listed as an auxiliary stabling site, which requires a fire clearance pursuant to Board Rule 1927. The fire clearance on file for SLRD is valid through November 23, 2022. SLRD completed improvements to its facility to bring the fire clearance into compliance with Board Rule 1927.
- Santa Anita Park (SAP) is listed as an auxiliary stabling site, which requires a fire clearance pursuant to Board Rule 1927. SAP has a fire clearance, in compliance with Board Rule 1927, that is valid through July 1, 2022. As of June 9, 2022, a recent inspection was complete, and a renewed fire clearance is forthcoming.
- DMTC has agreed to adopt the Board's Inclement Weather Policy, as posted on the Racing Safety page of the Board's website.
- Race meet agreement with the California Thoroughbred Trainers (CTT) (section 23B) dated July 17, 2019 – September 2, 2019, will be used due to ongoing discussions on a new agreement.
- Preliminary track safety inspection completed May 31, 2021; a final inspection and a backstretch and housing inspection are scheduled to occur at the earliest dates possible, due to the need to accommodate the San Diego County Fair currently ongoing on site.

RECOMMENDATION:

Staff recommends approval; the application has satisfactorily met the requirements for licensure.



Josh Rubinstein
President & COO

May 2, 2022

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

Re: CHRB 2044 Horsemen's Agreement
Letter of Request for an Exemption or Extension

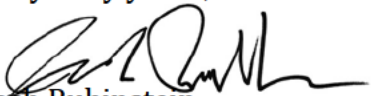
Dear Executive Director Chaney,

In accordance with California Horse Racing Board (CHRB) *Section 23.B Declarations of the Application for License to Conduct a Horse Racing Meeting*, Del Mar Thoroughbred Club (DMTC) is required to submit copies of our horsemen's agreements.

DMTC is seeking an extension to CHRB *Rule 2044* in regards to the Race Meet Agreement (RMA) with the California Thoroughbred Trainers Associations (CTT), as negotiations with the CTT have not resulted in a mutually agreed upon RMA to meet the May 10 deadline for DMTC's application submittal.

Negotiations with the CTT are ongoing and we will keep the CHRB apprised of the progress. Your consideration of this matter is greatly appreciated. Please contact me if you have any questions or concerns.

Very truly yours,


Josh Rubinstein,
President & Chief Operating Officer

cc: Amanda Drummond
Rick Pimentel



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,

A handwritten signature in blue ink, appearing to read "Tom Robbins", is written over a light blue horizontal line.

Tom Robbins,
Executive VP Racing

cc: Amanda Drummond-CHRB
Rick Pimentel-CHRB
Josh Rubinstein, Del Mar

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@dmtrc.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: JULY 13 THROUGH SEPTEMBER 13, 2022
- B. Actual dates racing will be held: July 22 through September 11, 2022, racing every Thursday through Sunday, as well as Monday (Labor Day, 9/5) with the Exceptions of Week 1 (3 days), Week 7 (5 days Labor Day weekend) and Week 8 (3 days). Exceptions: Week 1, racing three days (Friday 7/22, Saturday 7/23 and Sunday 7/24, Week 7, racing 5 days (9/1, 9/2, 9/3, 9/4 and Monday 9/5), Week 8, racing three days (Friday 9/9, Saturday 9/10, Sunday 9/11). Dark 7/25-27, 8/1-3, 8/8-10, 8/15-17, 8/22-24, 8/29-31, 9/6-8.
- C. Total number of days or nights of racing: 31 days
- D. Days or nights of the week races will be held: Thurs, Fri, Sat, Sun - Other Monday (Labor Day 9/5)

CHRB CERTIFICATION

Application received: 4/14/22
Deposit received: Yes
Reviewed: RP

Hearing date: 6/16/22
Approved date:
License number:

Wednesday – Sunday Tuesday – Saturday Other (specify)

- E. Number of days or nights of racing per week: Racing Thursday-Sunday - 4 days per week (exceptions: Week 1 and Week 8, 3 days and Week 7, 5 days).

3. RACING PROGRAM

- A. Total number of races: 293
- B. Number of races for each day or night: * Day - Thur-8races, Dates 7/28, 8/4, 8/11, 8/18, 8/25
Thur-9races, Date 9/1 Number of Races 49, Day - Fri-8races, Dates 7/29, 8/5, 8/12,
8/19, 8/26, 9/2, 9/9, Fri-10races, Date 7/22 Number of Races 66, Day - Sat-10races,
Date 8/20, Sat-11races, Dates 7/23,7/30, 8/6, 8/13, 8/27, 9/3, 9/10 Number of Races 87,
Day Sun-9races, Date 8/21, Sun-10races, Dates 7/31, 8/7, 8/14, 8/28, 9/11, Sun-11races,
Dates 7/24, 9/4, Number of Races 81, Day - Day - Mon-10races, 9/5 TOTAL 293 Races
* DMTC reserves the right to change number of races based on horse availability.
- C. Total number of stakes races: 39 (34 stakes and 5 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). There were 21 stakes (16 regular, 5 overnight) that had the value increased from 2021. These stakes are noted within Exhibit 1A.
 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. 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

EXHIBIT 1 - DMTC
2022 STAKES SCHEDULE

Running Date	#	Event	Distance	2022 Value
Fri. Jul 22, 2022	1	OCEANSIDE STAKES	One Mile (Turf)	\$100,000
Sat. Jul 23, 2022	2	SAN CLEMENTE STAKES (Gr.II)	One Mile (Turf)	\$200,000
Sat. Jul 23, 2022		Overnight Stakes	One Mile (Turf)	\$100,000
Sun. Jul 24, 2022	3	COUGAR II STAKES (Gr.III)	1 1/2 Miles	\$125,000
Sun. Jul 24, 2022		Overnight Stakes	One Mile (Turf)	\$100,000
Thu. Jul 28, 2022	4	FLEET TREAT STAKES	Seven Furlongs	\$175,000
Fri. Jul 29, 2022		Overnight Stakes	Five Furlongs (Turf)	\$100,000
Sat. Jul 30, 2022	5	SAN DIEGO HANDICAP (Gr.II)	1 1/16 Miles	\$300,000
Sat. Jul 30, 2022	6	BING CROSBY STAKES (Gr.I)	Six Furlongs	\$400,000
Sun. Jul 31, 2022	7	EDDIE READ STAKES (Gr.II)	1 1/8 Miles (Turf)	\$250,000
Fri. Aug 05, 2022	8	REAL GOOD DEAL STAKES	Seven Furlongs	\$175,000
Sat. Aug 06, 2022	9	CALIFORNIA DREAMIN' STAKES	1 1/16 Miles (Turf)	\$150,000
Sat. Aug 06, 2022	10	CLEMENT L. HIRSCH STAKES (Gr.I)	1 1/6 Miles	\$400,000
Sun. Aug 07, 2022	11	LA JOLLA HANDICAP (Gr.III)	1 1/16 Miles (Turf)	\$150,000
Sun. Aug 07, 2022	12	CTBA STAKES	5 1/2 Furlongs	\$125,000
Fri. Aug 12, 2022	13	GRADUATION STAKES	5 1/2 Furlongs	\$125,000
Sat. Aug 13, 2022	14	SORRENTO STAKES (Gr.II)	Six Furlongs	\$200,000
Sat. Aug 13, 2022	15	YELLOW RIBBON HANDICAP (Gr. II)	1 1/6 Miles (Turf)	\$250,000
Sun. Aug 14, 2022	16	BEST PAL STAKES (Gr.III)	Six Furlongs	\$200,000
Fri. Aug 19, 2022		Overnight Stakes	1 3/8 Miles (Turf)	\$100,000
Sat. Aug 20, 2022	17	DEL MAR OAKS (Gr.I)	1 1/8 Miles (Turf)	\$300,000
Sun. Aug 21, 2022	18	SOLANA BEACH STAKES	One Mile (Turf)	\$150,000
Sat. Aug 27, 2022	19	PAT O'BRIEN STAKES (Gr.II)	Seven Furlongs	\$250,000
Sun. Aug 28, 2022	20	RANCHO BERNARDO HANDICAP (Gr. II)	6 1/2 Furlongs	\$150,000
Sat. Sep 03, 2022	21	TVG PACIFIC CLASSIC (Gr.I)	1 1/4 Miles	\$1,000,000
Sat. Sep 03, 2022	22	DEL MAR HANDICAP (Gr.II)	1 3/8 Miles (Turf)	\$300,000
Sat. Sep 03, 2022	23	DEL MAR MILE (Gr.II)	One Mile (Turf)	\$300,000
Sat. Sep 03, 2022	24	CAESARS SPORTSBOOK DEL MAR DERBY (Gr. II)	1 1/8 Miles (Turf)	\$300,000
Sat. Sep 03, 2022	25	SHARED BELIEF STAKES	One Mile	\$125,000
Sun. Sep 04, 2022	26	TORREY PINES STAKES (Gr.III)	One Mile	\$125,000
Sun. Sep 04, 2022	27	GREEN FLASH HANDICAP (Gr.III)	Five Furlongs (Turf)	\$150,000
Mon. Sep 05, 2022		Overnight Stakes	One Mile	\$100,000
Mon. Sep 05, 2022	28	TRANQUILITY LAKE STAKES	Six Furlongs	\$125,000
Fri. Sep 09, 2022	29	I'M SMOKIN STAKES	Six Furlongs	\$125,000
Sat. Sep 10, 2022	30	JOHN C. MABEE STAKES (Gr.II)	1 1/8 Miles (Turf)	\$250,000
Sat. Sep 10, 2022	31	DEL MAR DEBUTANTE (Gr.I)	Seven Furlongs	\$300,000
Sat. Sep 10, 2022	32	DEL MAR JUVENILE FILLIES TURF	One Mile (Turf)	\$100,000
Sun. Sep 11, 2022	33	DEL MAR JUVENILE TURF (Gr.II)	One Mile (Turf)	\$100,000
Sun. Sep 11, 2022	34	DEL MAR FUTURITY (Gr.I)	Seven Furlongs	\$300,000

EXHIBIT 1 (A)
RACING PROGRAM D.1

Date	2022 Value	2022	2021	2020
Date	2022 Value	Event	Distance	2020 Value
22-Jul-22	\$100,000	Guar 1 - OCEANS DE STAKES	One Mile (Turf)	\$100,000
23-Jul-22	\$200,000	Guar 2 - SAN CLEMENTE STAKES (Gr. II)	One Mile (Turf)	\$200,000
23-Jul-22	\$100,000	Guar Osunitas Stakes	One Mile (Turf)	\$75,000
24-Jul-22	\$125,000	Guar 3 - COUGAR II STAKES (Gr. III)	1 1/2 Miles	\$100,000
24-Jul-22	\$100,000	Guar Wickett Stakes	One Mile (Turf)	\$80,000
28-Jul-22	\$175,000	Guar 4 - FLEET TREAT STAKES	Seven Furlongs	\$175,000
29-Jul-22	\$100,000	Guar Daisycutter Handicap	Five Furlongs (Turf)	\$80,000
30-Jul-22	\$300,000	Guar 5 - SAN DIEGO HANDICAP (Gr. II)	1 1/6 Miles	\$250,000
30-Jul-22	\$400,000	Guar 6 - B NG CROSBY STAKES (Gr. I)	Six Furlongs	\$300,000
31-Jul-22	\$250,000	Guar 7 - EDD E READ STAKES (Gr. II)	1 1/8 Miles (Turf)	\$250,000
5-Aug-22	\$175,000	Guar 8 - REAL GOOD DEAL STAKES	Seven Furlongs	\$175,000
6-Aug-22	\$150,000	Guar 9 - CAL FORNIA DREAMIN STAKES	1 1/16 Miles (Turf)	\$150,000
6-Aug-22	\$400,000	Guar 10 - CLEMENT L HRSCH STAKES (Gr.)	1 1/6 Miles	\$300,000
7-Aug-22	\$150,000	Guar 11 - LA JOLLA HANDICAP (Gr. III)	1 1/6 Miles (Turf)	\$150,000
7-Aug-22	\$125,000	Guar 12 - CTBA STAKES	5 1/2 Furlongs	\$100,000
12-Aug-22	\$125,000	Guar 13 - GRADUATION STAKES	5 1/2 Furlongs	\$100,000
13-Aug-22	\$200,000	Guar 14 - SORRENTO STAKES (Gr. II)	Six Furlongs	\$200,000
13-Aug-22	\$250,000	Guar 15 - YELLOW RIBBON HANDICAP (Gr. II)	1 1/6 Miles (Turf)	\$200,000
14-Aug-22	\$200,000	Guar 16 - BEST PAL STAKES (Gr. III)	Six Furlongs	\$200,000
19-Aug-22	\$100,000	Guar CTT and TOC Stakes	1 3/8 Miles (Turf)	\$80,000
20-Aug-22	\$300,000	Guar 17 - DEL MAR OAKS (Gr. I)	1 1/8 Miles (Turf)	\$300,000
21-Aug-22	\$150,000	Guar 18 - SOLANA BEACH STAKES	One Mile (Turf)	\$150,000
27-Aug-22	\$250,000	Guar 19 - PAT O'BRIEN STAKES (Gr. II)	Seven Furlongs	\$200,000
28-Aug-22	\$150,000	Guar 20 - RANCHO BERNARDO HANDICAP (Gr. III)	6 1/2 Furlongs	\$100,000
3-Sep-22	\$1,000,000	Guar 21 - TVG PACIFIC CLASSIC (Gr. I)	1 1/4 Miles	\$1,000,000
3-Sep-22	\$300,000	Guar 22 - DEL MAR HANDICAP (Gr. II)	1 3/8 Miles (Turf)	\$300,000
3-Sep-22	\$300,000	Guar 23 - DEL MAR MILE (Gr. II)	One Mile (Turf)	\$300,000
3-Sep-22	\$300,000	Guar 24 - CAESARS SPORTSBOOK DEL MAR DERBY (Gr. II)	1 1/8 Miles (Turf)	\$250,000
3-Sep-22	\$125,000	Guar 25 - SHARED BELIEF STAKES	One Mile	\$100,000
4-Sep-22	\$125,000	Guar 26 - TORREY PINES STAKES (Gr. III)	One Mile	\$100,000
4-Sep-22	\$150,000	Guar 27 - GREEN FLASH HANDICAP (Gr. III)	Five Furlongs (Turf)	\$100,000
5-Sep-22	\$100,000	Guar Tranquility Lake Stakes	One Mile	\$80,000
5-Sep-22	\$125,000	Guar 28 - GENEROUS PORTION STAKES	Six Furlongs	\$100,000
9-Sep-22	\$125,000	Guar 29 - J M SMOKIN STAKES	Six Furlongs	\$100,000
10-Sep-22	\$250,000	Guar 30 - JOHN C. MABEE STAKES (Gr. II)	1 1/8 Miles (Turf)	\$200,000
10-Sep-22	\$300,000	Guar 31 - DEL MAR DEBUTANTE (Gr.)	Seven Furlongs	\$300,000
10-Sep-22	\$100,000	Guar 32 - DEL MAR JUVENILE FILLIES TURF	One Mile (Turf)	\$75,000
11-Sep-22	\$100,000	Guar 33 - DEL MAR JUVENILE TURF (Gr. III)	One Mile (Turf)	\$100,000
11-Sep-22	\$300,000	Guar 34 - DEL MAR FUTURITY (Gr. I)	Seven Furlongs	\$300,000

EXHIBIT 2

POST TIMES FOR PROPOSED DAILY RACING PROGRAM

2022

RACE	REGULAR Thurs, Sat & Sun Opening Day 7/22	**END OF SEASON 9/1, 9/3, 9/4, 9/5, 9/10, 9/11	FRIDAYS 7/29, 8/5, 8/12, 8/19	FRIDAYS 8/26, 9/2, 9/9
1st	2:00 p.m.	1:00 p.m.	4:00 p.m.	3:00 p.m.
2nd	2:30 p.m.	1:30 p.m.	4:30 p.m.	3:30 p.m.
3rd	3:00 p.m.	2:00 p.m.	5:00 p.m.	4:00 p.m.
4th	3:30 p.m.	2:30 p.m.	5:30 p.m.	4:30 p.m.
5th	4:00 p.m.	3:00 p.m.	6:00 p.m.	5:00 p.m.
6th	4:30 p.m.	3:30 p.m.	6:30 p.m.	5:30 p.m.
7th	5:00 p.m.	4:00 p.m.	7:00 p.m.	6:00 p.m.
8th	5:30 p.m.	4:30 p.m.	7:30 p.m.	6:30 p.m.
9th *	6:00 p.m.	5:00 p.m.		
10th *	6:30 p.m.	5:30 p.m.		
11th *	7:00 p.m.	6:00 p.m.		

*On certain days to be determined

** On certain days due to daylight

- 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: 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 Share - Joseph W. Harper, Director & CEO, 1 Share - Rollin W. Baugh, Director, 1 Share - James R. Buell, Director, 1 Share - Bo Derek, Director, 1 Share - Kosta Hronis, Director, 1 Share - Warner Lusardi, Director, 1 Share - Marie G. Moretti, Director, 1 Share - Jim Rome, Director, 1 Share - Martin J. Wygod, Director, 1 Share - Josh Rubinstein, President & COO, 0 Share - Michael R. Ernst, Executive VP, Finance CFO, 0 Share - Thomas S. Robbins, Executive VP Racing, 0 Share - Lynn Wright, Senior VP and Controller, 0 Share - Ann Hall, Senior VP, Operations & Administration, 0 Share - David Jerkens, VP Racing, 0 Share - Kim Jacobson, VP Risk Management, 0 Share - Sue Walls, VP Facilities, 0 Share
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:
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:
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.

***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 - Mac McBride, Director of Media - Erin Bailey, Director of Marketing - Cathy Arneel, Director of Group Sales - Paul Porter, Director of Simulcasting - Walker McBride, Director of Sponsorship and Digital Media - William D. Navarro, Director of Mutuels - Nancy Bonforte, Director of Turf Club - Trevor Denman, Public Address Announcer - Dennis Moore, Director of Track Maintenance - Leif Dickinson, Turf Course/Grounds Superintendent - Chris Bahr, Director of Events and Promotions - Ken West, Director of Plant and Purchasing
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 Double-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.



Josh Rubinstein
President & COO

April 1, 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 Summer Race Season, July 22nd – September 11th.

- **Players Pick 5 and Rolling Doubles**
 1. **Players Pick 5 - .50¢ minimum wager on the first five (5) races on each day's card subject to a takeout rate of 14%**
 2. **\$2 Rolling Daily Double – subject to a takeout rate of 20%**

- **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,

A handwritten signature in black ink, appearing to read "Josh Rubinstein", is written over the typed name.

Josh Rubinstein,
President and COO

cc: Joe Harper, DMTC
 Mike Ernst, DMTC
 Greg Avioli, TOC
 Amanda Drummond, CHRB



March 30, 2022

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

RE: Del Mar Thoroughbred Club 2022 Summer 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 Summer meet, July 22 September 11, 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,

Mary W. Forney
Executive Director

cc: Josh Rubenstein
Lucy Myers



March 30, 2022

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

RE: Del Mar Thoroughbred Club 2022 Summer 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 Summer meet, July 22 – September 11, 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,

Mary W. Forney
Executive Director

cc: Josh Rubenstein
Lucy Myers

Year	Handle	Attendance
2021 - 31 Race Days	On-Track 44,890,324 / Off-Track 525,834,722	On-Track 240,030 Off-Track 134,498
2020 - 27 Race Days	On-Track 3,786,965 / Off-Track 463,814,562	On-Track N/A Off-Track 42,796
2019 - 36 Race Days	On-Track 51,524,399 / Off-Track 380,451,585	On-Track 405,504 Off-Track 200,731
2018 - 36 Race Days	On-Track 59,439,657 / Off-Track 425,727,650	On-Track 470,529 Off-Track 208,125
2017 - 36 Race Days	On-Track 58,899,859 / Off-Track 394,123,379	On-Track 476,628 Off-Track 218,927

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

A. Purse distribution:

1. All races other than stakes:

Current meet estimate: 31 Race Days 14,975,909
 Prior meet actual: 31 Race Days 14,045,022

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

Current meet estimate: 483,094
 Prior meet actual: 453,065

2. Overnight stakes:

Current meet estimate: 500,000
 Prior meet actual: 400,000

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

Current meet estimate: 16,129
 Prior meet actual: 12,903

3. Non-overnight stakes:

Current meet estimate: 6,350,000
 Prior meet actual: 5,660,750

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

Current meet estimate: 204,839
 Prior meet actual: 182,605

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

Current meet estimate: 21,825,909
 Prior meet actual: 20,105,772

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: 16.79%
 Prior meet actual: 17.32%

Average Daily Purse (7B1 ÷ number of days):
 Current meet estimate: 0.54%
 Prior meet actual: 0.56%

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

Current meet estimate: 1,891,736
 Prior meet actual: 1,777,027

- D. Payment to each recognized horsemen's organization contracting with the association and the name(s) of the organization(s): (1) TOC Administration, (2) CTT Administration, (3) CTT Backstretch Pension, (4) NTRA Dues - SEE ATTACHED

Recognized Horsemen's Organization

Current meet estimate:		Prior meet actual:	
See Attached		See Attached	
Click or tap here to enter text.	Click or tap here to enter text.	text.	Click or tap here to enter
Click or tap here to enter text.		text.	Click or tap here to enter
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: 24,229,075
 Prior meet actual: 22,412,762

Average Daily Purse (7E ÷ number of days):
 Current meet estimate: 781,583
 Prior meet actual: 722,992

- 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: 12,099,917
 Prior meet actual: 11,713,439

Average Daily Purse (7F ÷ number of days):
 Current meet estimate: 390,320
 Prior meet actual: 377,853

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

Current meet estimate: 10,207,422
 Prior meet actual: 10,476,265

Average Daily Purse (7G ÷ number of days):
 Current meet estimate: 329,272
 Prior meet actual: 337,944

- H. Bank and account number for the Paymaster of Purses' purse account: Bank of America, 450 B Street, Suite 1500, San Diego, CA 92101, Account XXXXXXXXXX

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:
TOC Administration	193,719	200,621
CTT Administration	96,859	100,311
CTT Backstretch Pension	193,719	200,621
NTRA Dues	<u>27,134</u>	<u>28,410</u>
Total	511,431	529,963

- I. Name, address, email, and telephone number of the pari-mutuel audit firm engaged for the meeting: Bowen, McBeth, Inc., 10722 Arrow Route, Suite 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 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: 1,850 (Reduced capacity for horse safety)
- B. Minimum number of stalls believed necessary for the meeting: 1,850
- C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers: 1,345 Los Alamitos and San Luis Rey Downs - 1,900 Santa Anita Open July 14th to 22nd and September 8th to September 11th - 3,245 Total (when Santa Anita Open)
- D. Name and location of each off-site auxiliary stabling area and the number of stalls to be maintained at each site: Los Alamitos 850 - San Luis Rey Down 495 - Santa Anita 1,900
- 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.
\$1,591,500 / \$14.92 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 \$77,925 / Vanning per horse (round trip): Santa Anita \$250 - Los Alamitos \$225 - San Luis Rey Downs \$160

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. Tom Robbins, Executive VP Racing, (858) 755-1141 ext. 3804, 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.

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	ATTACHED 10.A	
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: Mandatory Pick 6 Jackpot Payout on Saturday, August 6, 2022 / Saturday, September 3, 2022-Pacific Classic Day / Sunday, September 11, 2022-Closing Day.

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.**

**7.15.22–9.14.22 Del Mar Race Track (Association) Training and Racing
4:30am – 10:30am**

Prior to Opening Day and once the main track opens for training (7/15/22), 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. 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.

Del Mar Thoroughbred Club Wagering Menu and Information (SUMMER)

	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	*	*	*						*
10	X	*	X	X	X	X	*	*	*						*
11	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 April 6, 2022 is denied.



Josh Rubinstein
President & COO

April 6, 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 July 22, 2022 through September 11, 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

Mr. Scott Chaney

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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.

Mr. Scott Chaney

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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,

A handwritten signature in black ink, appearing to read 'Josh Rubinstein', written in a cursive style.

Josh Rubinstein
President & COO
Del Mar Thoroughbred Club

- 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. 7/13/22 - 9/11/22 - 9:00 am everyday except Monday, Tuesdays and Wednesdays
- 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 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



April 2, 2022

Mr. Josh Rubinstein
Del Mar Thoroughbred Club
2260 Jimmy Durante Blvd.
Del Mar, CA 92014

RE: 2022 DMTC Summer 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 Summer race meeting, July 22 – September 11, 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.

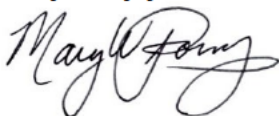
- b. BetAmerica may deduct a Hub Fee of 4.2% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- c. Watch and Wager and Game Play Network may deduct a Hub 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.

Very truly yours,



Mary W. Forney, Executive Director

cc: Lucy Myers

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: 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: EXHIBIT 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
Click or tap here to enter text.		

- 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

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	Ellis Park, Kentucky
Arapahoe Park, Colorado	Elmira Raceway, Ontario
Arima Race Course, Trinidad	Equilottery, Kentucky
Arizona Downs, Arizona	Equus St. Thomas, St. Thomas
Assiniboia Downs, Canada	Emerald Downs, Washington
Atlantis Resort and Casino, Bahamas	Euro Offtrack, Isle of Man
Bangor Raceway, Maine	Evangeline Downs, Louisiana
Barrie Raceway, Ontario	Evansville/Clarksville OTB, Indiana
Batavia Downs, New York	Fairgrounds ADW, Louisiana
Beau Rivage, Mississippi	Fairgrounds Racecourse, Louisiana
Belterra Race Course, OH	Fair Meadows, Texas
Bet America, LLC, North Dakota	Favorites at Gloucester, New Jersey
Bet Fair Games Limited, UK	Favorites at Vineland, New Jersey
Bettor Racing OTB, South Dakota	Finger Lakes Bets, NY
Birmingham Race Course, Alabama	Finger Lakes Race Track, New York
Bordertown OTB, Oklahoma	Flamboro Downs, Ontario
Borgata Casino, New Jersey	Fonner Park, Nebraska
Buffalo Trotting Association, New York	Fort Erie Racetrack, Canada
Bwin International, Ltd.	Foxwoods Casino, Connecticut
Caliente (MIR), Mexico	Fraser Downs, British Columbia
Camarero, Puerto Rico	Freehold Raceway, New Jersey
Canterbury Park, Minnesota	Gillespie County Downs, Texas
Capital District OTB, New York	Global Wagering Group, Germany
Catskill Regional OTB, New York	Global Wagering Solutions, Germany
Caymanas Race Track, Jamaica	Grand River, Canada
Century Downs, Alberta, Canada	Grants Pass Downs, Oregon
Century Miles, Alberta, Canada	Greentrack, Alabama
Charles Town Races, West Virginia	Greyhounds at Post Falls, Idaho
Chester Downs - Pennsylvania	Gulf Greyhound, Texas
Churchill Downs, Kentucky	Gulfstream Park, Florida
Clinton Teletheatre, Canada	Harrington Bets, Delaware
Codere, Mexico	Harrington Raceway, Delaware
Codere, Spain	Hastings Park, Canada
Columbus Raceway, Nebraska	Hawthorne ADW, Illinois
Connecticut OTB, Connecticut	Hawthorne Race Course, Illinois
Corpus Christi Greyhound, Texas	Hiawatha Downs, Ontario
Coushatta Casino Resort, Louisiana	Hipica de Panama, Panama
Dayton Raceway, OH	Hipodromo Camarero, Puerto Rico
Divi Carina Bay Casino, Louisiana	Hipodromo Montericco, Peru
Delaware Park, Delaware	Ho-Chuck Casino, Connecticut
Delta Downs, Louisiana	Hodge OTB, Connecticut
Dover Downs, Delaware	Hoosier Park, Indiana
Downs at Albuquerque, New Mexico	Horsemen's Park, Nebraska
Ebet Online, Oregon	Horseshoe Council Bluffs, Iowa
Egg Harbor Turf Club, New Jersey	Idaho Fall OTB, Idaho
Elite Turf Club, Curacao	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
 Scarborough Downs, Maine
 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	Evangeline Downs, Louisiana
Arapahoe Park, Colorado	Evansville/Clarksville OTB, Indiana
Arima Race Course, Trinidad	Fairgrounds ADW, Louisiana
Arizona Downs, Arizona	Fairgrounds Racecourse, Louisiana
Assiniboia Downs, Canada	Fair Meadows, Texas
Atlantis Resort and Casino, Bahamas	Favorites at Gloucester, New Jersey
Bangor Raceway, Maine	Favorites at Vineland, New Jersey
Barrie Raceway, Ontario	Finger Lakes Bets, NY
Batavia Downs, New York	Finger Lakes Race Track, New York
Beau Rivage, Mississippi	Flamboro Downs, Ontario
Belterra Race Course, OH	Fonner Park, Nebraska
Bet America, LLC, North Dakota	Fort Erie Racetrack, Canada
Bet Fair Games Limited, UK	Foxwoods Casino, Connecticut
Bettor Racing OTB, South Dakota	Fraser Downs, British Columbia
Birmingham Race Course, Alabama	Freehold Raceway, New Jersey
Bordertown OTB, Oklahoma	Gillespie County Downs, Texas
Borgata Casino, New Jersey	Global Wagering Group, Germany
Buffalo Trotting Association, New York	Global Wagering Solutions, Germany
Bwin International, Ltd.	Grand River, Canada
Canterbury Park, Minnesota	Grants Pass Downs, Oregon
Capital District OTB, New York	Greentrack, Alabama
Catskill Regional OTB, New York	Greyhounds at Post Falls, Idaho
Century Downs, Alberta, Canada	Gulf Greyhound, Texas
Century Miles, Alberta, Canada	Gulfstream Park, Florida
Charles Town Races, West Virginia	Harrington Bets, Delaware
Chester Downs - Pennsylvania	Harrington Raceway, Delaware
Churchill Downs, Kentucky	Hastings Park, Canada
Clinton Teletheatre, Canada	Hawthorne ADW, Illinois
Columbus Raceway, Nebraska	Hawthorne Race Course, Illinois
Connecticut OTB, Connecticut	Hiawatha Downs, Ontario
Corpus Christi Greyhound, Texas	Hipica de Panama, Panama
Coushatta Casino Resort, Louisiana	Hipodromo Camarero, Puerto Rico
Dayton Raceway, OH	Hipodromo Montericco, Peru
Divi Carina Bay Casino, Louisiana	Ho-Chuck Casino, Connecticut
Delaware Park, Delaware	Hodge OTB, Connecticut
Delta Downs, Louisiana	Hoosier Park, Indiana
Dover Downs, Delaware	Horsemen's Park, Nebraska
Downs at Albuquerque, New Mexico	Horseshoe Council Bluffs, Iowa
Ebet Online, Oregon	Idaho Fall OTB, Idaho
Egg Harbor Turf Club, New Jersey	Idabet, Iowa
Elite Turf Club, Curacao	Indiana Downs, Indiana
Ellis Park, Kentucky	Inverness Raceway, Canada
Elmira Raceway, Ontario	Iowa Greyhounds, Iowa
Equus St. Thomas, St. Thomas	Intermountain Racing, Idaho
Emerald Downs, Washington	John Martins Manor, Maine
Euro Offtrack, Isle of Man	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
 Scarborough Downs, Maine
 Scarlet Pearl, Mississippi

**EXHIBIT 7
 (If applicable)**

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
 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

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

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

EXHIBIT 9
(if applicable)

Full & Partial Cards

Belterra Park: July 13, 2022 - September 13, 2022
Delaware Park: July 13, 2022 - September 13, 2022
Ellis Park: July 13, 2022 – August 28, 2022
Emerald Downs: July 13, 2022 - September 13, 2022
Evangeline Downs: July 13, 2022 - September 13, 2022
Fairmount Park: July 13, 2022 - September 13, 2022
Finger Lakes: July 13, 2022 - September 13, 2022
Gulfstream Park: July 13, 2022 - September 13, 2022
Indiana Grand: July 13, 2022 - September 13, 2022
Kentucky Downs: September 1st, 3rd and 4th 2022
Laurel Park: July 13, 2022 - September 13, 2022
Louisiana Downs: July 13, 2022 - September 13, 2022
Monmouth Park: July 13, 2022 - September 13, 2022
Mountaineer Park: July 13, 2022 - September 13, 2022
PARX Racing: July 13, 2022 - September 13, 2022
Penn National: July 13, 2022 - September 13, 2022
Presque Isle Downs: July 13, 2022 - September 13, 2022
Saratoga Race Course: July 14, 2022 - September 5, 2022
Thistledown: July 13, 2022 - September 13, 2022

Woodbine: July 13, 2022 - September 13, 2022
Assiniboia Downs: July 13, 2022 - September 13, 2022
Fort Erie: July 13, 2022 - September 13, 2022
Hastings Park: July 13, 2022 - September 13, 2022
LARC (South America) via Maryland Hub: July 13, 2022 - September 13, 2022
LARC (South America) via Gulfstream Hub: July 13, 2022 - September 13, 2022

Name of Host Track Race Dates Full Card or Selected Feature and/or Stakes Races
 Click or tap here to
 enter text.

- I. For **STANDARD**BRED racing associations, list the host tracks from which the association proposes to import out-of-state and/or out-of-country harness races. Include the dates imported races will be held, and 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
 Click or tap here to
 enter text.

- 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
RUIDOSO	All American Derby	9/4/22	1 \$700,000 440 Yards
RUIDOSO	All American Futurity	9/5/22	1 \$3,000,000 440 Yards

- 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 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 circle. / 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 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

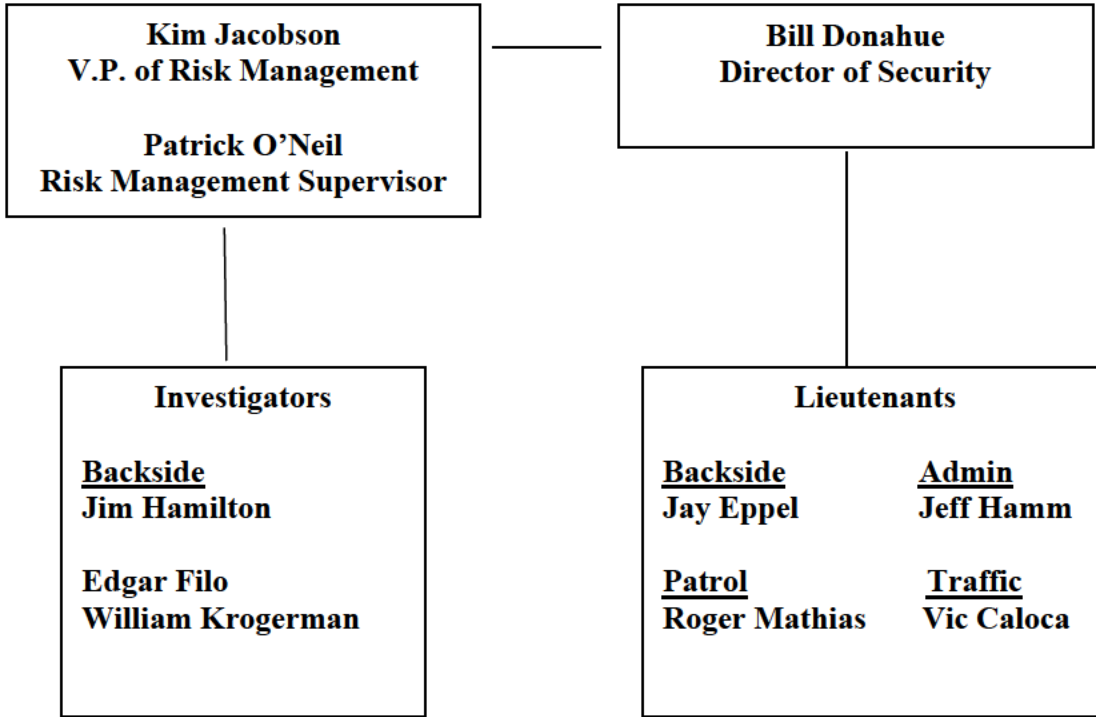
15. SECURITY CONTROLS

- 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 / 2022 GATE SCHEDULE EXHIBIT 10B
- B. Estimated number of security guards, gatemen, patrolmen, or others to be engaged in security tasks on a regular full-time basis: 75
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.

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

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	
24hr Main Gate	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	3	3	3	3	3	3	3	3	3
6hr Solana/Ocean Gate					1	1	1	1	1	1	1	1													
4:30am-10:30 am / 1 shift																									
24hr "Z" Gate	1	1	1	1	1	1	2	2	2	2	2	2	2	2	3	3	3	3	3	3	3	3	3	3	1

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: **75**
- 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).**

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.
- 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. Thursday, Friday, Saturday, Sunday, Opening Day, Pacific Classic 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



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

Adria Cavanaugh Digitally signed by Adria Cavanaugh
Date: 2021.10.27 14:03:32 -0700

Authorized by:

Permit Officer, Emergency Medical Services

Permit Number: 21-130

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 93562
(760) 751-0797 - Office
(760) 751-8360 - 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



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

/ Cardias monitor / SED / Oscope / Ophthalmoscope / Pulse and O2 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 hospital selection. Scripps La Jolla, 988 Genesee Ave., La Jolla, CA 92037 (858) 626-4123 - Scripps 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



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,

A handwritten signature in black ink, appearing to be "KW", written over a white background.

Kenneth Wiggins
Fire Inspector
Prevention Field Services Section
(714) 229-8801
kennethwiggins@ocfa.org

LOS ANGELES COUNTY FAIR

Los Alamitos Race Course

4961 Katella Avenue

Cypress, CA 90720

April 15, 2022

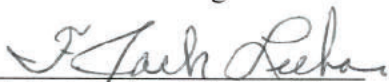
Mr. Scott Chaney
Executive Director
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, California 95825

Dear Mr. Chaney:

The Los Angeles County Fair hereby requests exemption from the 45-day provision of Board Rule 1927, Fire Prevention, for Los Alamitos Race Course.

Very truly yours,

Los Angeles County Fair
By Los Alamitos Racing Association

By 
F. Jack Liebau, Vice President

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:

Property Representative:

Fire Protection Spec. Aaron Murg

amurg@ncfire.org

760-723-2042



City of Arcadia

Fire Department

Michael Lang
Fire Chief

August 31, 2021

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

RE: Los Angeles Turf Club Fire Clearance

To Whom It May Concern:

The Arcadia Fire Department, Fire Prevention Bureau, conducted a Fire and Life Safety Inspection of the facilities at Los Angeles Turf Club to be used for the dates of September 5, 2021 through July 1, 2022, the Winter/Spring meets including Simulcast.

It is requested that this letter be accepted as the report of that inspection. During the inspection no serious fire or life safety code violations were noted, and all permitted uses may continue.

In accordance with regulations as adopted by the California Horse Racing Board, this letter may be accepted as a fire clearance from this office for the aforementioned racing dates at Los Angeles Turf Club, Arcadia, California.

Sincerely,

Mark Krikorian
Fire Marshal

cc: Nate Newby, Senior Vice President & General Manager, L.A.T.C.
Jason Spetnagel, Vice President of Operations, L.A.T.C.
Ed Martinez, Director of Facilities & Grounds, L.A.T.C.
Joshua Funk, Fire Marshal, L.A.T.C.



SANTA ANITA PARK

April 7, 2022

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

Re: CHRB Rule 1927 Fire Prevention and Auxiliary Stabling
Letter of Request for Exemption or Extension

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 to race a summer meet at Del Mar (racing dates July 22nd – September 11th, 2022.) Santa Anita's current fire clearance runs through July 1, 2022. The Fire Marshal has advised the LATC that because our current fire clearance runs through July 1st, an additional inspection cannot take place at this time. We have requested a re-inspection as soon as possible and will notify the CHRB and the Del Mar Thoroughbred Club as soon as the date has been set by the Arcadia Fire Department, Fire Prevention Bureau.

Thank you for your consideration and assistance in this matter. Please let me know if you have any questions or concerns.

Sincerely,

Nate Newby



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	
INSURED Del Mar Thoroughbred Club PO Box 700 Del Mar, CA 92014	INSURER A: Arch Insurance Company NAIC # 11150	
	INSURER B: State Compensation Insurance Fund of CA 35076	
	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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			SNCGL1800902	3/15/2022	3/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 SEXUAL ABUSE MO \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			SNAUTO83102	3/15/2022	3/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			SNFXS0087702	3/15/2022	3/15/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			927286822	3/31/2022	3/31/2023	<input checked="" type="checkbox"/> PER STATUTE OTH-FR E.L. EACH ACCIDENT \$ 1,000,000 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 95826	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

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 \$845,567 - Promotions \$106,260 - Communications \$248,579 - Corporate Sponsorship Fulfillment \$90,353 - Other \$63,712 - TOTAL \$1,354,471.
Promotional/Marketing budget for prior race meeting: Advertising \$272,250 - Promotions \$83,300 - Communications \$191,500 - Corporate Sponsorship Fulfillment \$57,500 - Other \$18,000 - TOTAL \$622,550.
- C. Number of hosts and hostesses employed for meeting: We employ approximately 30 customer service representatives on weekday racing (Thursday) and 40 on weekends (Friday, Saturday and Sunday.)
- 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:
- | | |
|---------------------------------------|-----------------------|
| 1. Horsemen | See attached |
| 2. Fans | See attached |
| 3. Facilities in the restricted areas | See attachment 18-E-1 |

19. SCHEDULE OF CHARGES

- A. List proposed charges. Note any changes from the previous year. See Attached
- Admission (general)
 - Admission (clubhouse)
 - Reserved seating (general)
 - Reserved seating (clubhouse)
 - Parking (general)
 - Parking (preferred)

CHRB APPLICATION – 17. CONCESSIONAIRES AND SERVICE CONTRACTORS

CONCESSIONS:

TIP SHEETS:

John Acquarelli
Duke's Racing Selections
 2317 Hogan Way
 Oceanside, CA 92056

Jeff Bohland
Bob's Card, Inc.
 16803 Ernest Avenue
 Cleveland, OH 44256

Bruce M. Andrews, Jr
Deuce Bruce
 5910 Rancho Mission Rd
 San Diego, CA 92108

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 Livestock 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

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.
- 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.
- Enhance concession food options in Plaza de Mexico.

1. Facilities in the restricted areas: SEE 18-E-1

19. SCHEDULE OF CHARGES

A. List proposed charges. Note any changes from the previous year. Tickets sold on a “limited attendance basis” in the Summer of 2021. Prices were not changed from 2019 pricing in 2021 – price changes from 2019 noted below.

<u>General Admission</u> (includes official program)	*\$4.00 (Diamond Club), *\$8.00 (Regular), *\$30.00 (Opening Day), *\$40.00 (Season Pass, sold pre-season only)
<u>General Admission</u>	Discount Book of (10) - \$60.00
<u>Reserved Seating</u> (Stretch Run) (includes admission)**	\$5.00 Thurs, *\$14.00 Fri, *\$18.00 Sat, *\$16.00 Sun (*\$70.00 Opening Day - *\$23.00 Pacific Classic)
<u>Reserved Seating</u> (Clubhouse) (includes admission)**	\$5.00 Thurs, *\$14.00 Fri, *\$18.00 Sat, *\$16.00 Sun (*\$70.00 Opening Day - *\$23.00 Pacific Classic)
Parking (general, single day)	\$10.00 (Opening Day *\$15.00)
Parking (discount book)	\$50.00 (general, advance discount book of 10)
Parking (preferred)	\$15.00 (Opening Day *\$20.00)
Parking (valet)	\$25.00 (\$40 Opening Day)
Programs (on-track)	*\$2.00 (included with paid admission)
Programs (off-track)	\$2.25

***Tickets sold on a “limited attendance basis” in Summer 2021 at 2019 pricing. Proposed Changes:**

- *General Admission: Diamond Club increased \$1.00, Regular increased \$2.00, Opening Day increased \$15.00, Season Pass increased \$15.00.
- *Reserved Seating (Stretch Run): ****Increases reflect addition of admission** -Friday increased \$6.00, Saturday increased \$8.00, Sunday increased \$6.00, Opening Day increased \$40.00, Pacific Classic increased \$8.00.
- *Reserved Seating (Clubhouse): ****Increases reflect addition of admission** -Friday increased \$6.00, Saturday increased \$8.00, Sunday increased \$6.00, Opening Day increased \$40.00, Pacific Classic increased \$8.00.
- *Parking (general, single day): add Opening Day \$15.00
- *Parking (preferred): add Opening Day \$20.00
- *Programs (on-track): add \$2.00

B. Describe any "Season Boxes" and "Turf Club Membership" fees:

Season Turf Club Membership (2 persons):	\$1,500.00
Season Turf Club Membership (1 person):	\$1,100.00
Daily Turf Club Admission (member guests):	\$40.00 (\$100.00 on Opening Day)
Daily Turf Club Admission (non-member):	\$60.00 (\$200.00 on Opening Day)
Stretch Run & Clubhouse Season Box Seats:	*\$295.00 to *\$320.00 per seat
Season Reserved Seat:	\$270.00

***Tickets sold on a "limited attendance basis" in Summer 2021 at 2019 pricing. Proposed Changes
Turf Club and Season Boxes:**

- * **Stretch Run & Clubhouse Season Box Seats: increased \$10.00 per seat**

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.

Parking (valet)
 Programs (on-track)
 (off-track)

- B. Describe any "Season Boxes" and "Turf Club Membership" fees. See Attached
- 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.

20. JOCKEYS/DRIVERS' QUARTERS

- A. Check the applicable amenities available in the jockeys/drivers' quarters.
- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> Corners (lockers and cubicles) | How many | 73 |
| <input checked="" type="checkbox"/> Showers | <input checked="" type="checkbox"/> Steam room, sauna, or steam cabinets | <input checked="" type="checkbox"/> Lounge area |
| <input checked="" type="checkbox"/> Masseur | <input checked="" type="checkbox"/> Food/beverage service | <input checked="" type="checkbox"/> Certified platform scale |
- B. Describe the quarters to be used for female jockeys/drivers. Female jockey quarters include a separate locker area (2), shower area, sauna area and lounge area.

21. BACKSTRETCH EMPLOYEE HOUSING

- A. Inspection of backstretch housing was completed by (name) CHRB staff on (date) a date to be determined.
- B. Number of rooms used for housing on the backstretch of the racetrack: 665 permanent
- 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 inner 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.

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): Exhibit 16
- 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.

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



2022

RACE MEET AGREEMENT

BETWEEN

DEL MAR THOROUGHBRED CLUB

AND

**THOROUGHBRED OWNERS OF
CALIFORNIA**

JULY 22, 2022 – SEPTEMBER 11, 2022

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2022 RACE MEET AGREEMENT

Del Mar Thoroughbred Club

July 22, 2022 through September 11, 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 Summer 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 July 22, 2022, through September 11, 2022 which meet is hereinafter referred to as the "2022 Summer Meet." Live racing will commence July 22, 2022 and conclude September 11, 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 Summer 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 Summer 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 summer race meet that is equal to or less than the current cumulative combined Summer and Fall Meet overpayment from purses as of December 31, 2021 ("cumulative overpayment"); the entire underpayment from the 2022 Summer Meet shall be applied to the cumulative overpayment 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 Summer Meet closes. The underpayment, if any, carried forward shall accrue reasonable interest commencing at the conclusion of the 2022 Summer Meet, to the commencement of the 2022 Fall Meet or 2023 Summer 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 shall be used for purses during TRACK's next meet commencing in 2022.

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 Summer 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 Summer Meet and not less than a bi-weekly basis during the 2022 Summer Meet, for TOC's information, TRACK's projections (and supporting documents) of estimated purses for the 2022 Summer Meet.

IV. DAILY MUTUEL HANDLE

Notwithstanding anything to the contrary provided in Article VIII and IX, if at any time during the 2022 Summer 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 Summer 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 Summer 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.

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 Summer 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 Summer Meet commencing July 27, 2022; the final payment shall be made on or before 10 calendar days following the close of the 2022 Summer 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 Summer Meet a sum not less than 95-3/4% of the Gross Racing Distribution generated for the 2022 Summer 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 Summer 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 Summer 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 Summer 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 Summer Meet, not more than Six Million Three Hundred and Fifty Thousand Dollars (\$6,350,000) (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.

Further, should TRACK deem it appropriate to split the "Oceanside Stakes" and run more than one division the purse for all divisions will remain at one hundred percent (100%) of the purse originally scheduled.

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 Summer Meet. Each guaranteed stakes race to be run during the 2022 Summer Meet shall require total fees of at least one percent (1%) for each starter. All graded stakes races to be run during the 2022 Summer 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 Summer Meet.

Purses paid for overnight races during the 2022 Summer 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 \$8,000.00;
2. The minimum purse, for all races other than maiden races, during the 2022 Summer Meet shall be \$30,000;

3. The minimum claiming price for maidens will be \$20,000.00 provided further that the minimum claiming price offered in Cal-Bred maiden races will be \$50,000.00;
 4. The minimum purse for maiden races, during the 2022 Race Meet, shall be \$30,000;
 5. Purses for straight maiden races shall be a minimum of \$80,000;
 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 \$40,000.00;
 9. Overnight purses shall not exceed Eighty Six Thousand Dollars (\$86,000.00) 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 Summer 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 \$500.00 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 Summer 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 Summer 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 Summer Meet. The minimum official, recorded workout distances and number of works for horses to run at the 2022 Summer 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 Summer Meet, except as expressly authorized by TRACK. Any owner, trainer, or veterinarian found to be in possession of such device(s) during the 2022 Summer 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.
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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 Summer 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
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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 Summer 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 Summer 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 its 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 Summer Meet shall represent the standard or "norm" for the 2022 Summer 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 Summer 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 Summer 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 Summer 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 Summer 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 Summer 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 Summer 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 Summer Meet provide a minimum of 1,900 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 Summer 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 it will provide the following: stalls available by July 14 (summer meet); main track available July 16 (summer meet); training track available July 15 .

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 Summer 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 Summer Meet.

**XV.
FIRST POST TIME**

All Post times for the 2022 Summer Meet must be submitted for approval of the CHRFB in TRACK's initial application for license. Any changes in Post time following the opening of the 2022 Summer Meet must be submitted concurrently to CHRFB 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 Summer 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 CHRFB.

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 Summer 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 Summer 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 Summer 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 Summer Meet, TRACK will cause the main track to be open at 4:30A.M. and to remain open until 10:00 A.M. every day of the week. The first 10 minutes of training after the first two renovation breaks will be reserved for workers.

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 Summer 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 Summer 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 Summer 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 Summer 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.

Notwithstanding the foregoing, the parties acknowledge and agree that sponsorship payments (i) from TVG to TRACK for the Pacific Classic, Del Mar Futurity and Del Mar Debutante for the years 2022-2024 and (ii) sponsorship payments from RunHappy for the Oceanside Stakes in 2022 shall be excluded from this Section – as a result of other good and valuable consideration received by TOC pursuant to the agreement among TVG, TRACK and TOC dated December 30, 2020.

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 Summer 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 Summer 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 Summer 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
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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 Summer 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. Mary Forney
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.

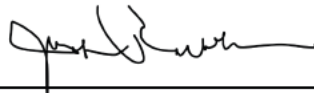
**XLII.
RESERVATION OF RIGHTS**

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

5/02/22

Dated:

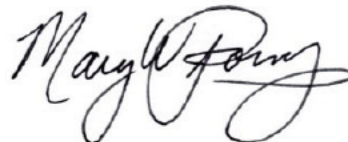


Mr. Josh Rubinstein
Chief Operating Officer

THOROUGHBRED OWNERS OF CALIFORNIA, INC.

4/22/22

Dated:



Mary W. Forney
Executive Director

EXHIBIT A 2022 DEL MAR SUMMER STAKES SCHEDULE*

Closing Date	Running Date	#	Event	Distance	2021 Value	2022 Value	
Thu. Jul 14, 2022	Fri. Jul 22, 2022	1	OCEANSIDE STAKES	Three-year-olds, NW SIS of \$20,000 at 1 M ob in 2022	One Mile (Turf)	\$100,000 Guaranteed	\$100,000 Guaranteed
Thu. Jul 14, 2022	Sat. Jul 23, 2022	2	SAN CLEMENTE STAKES (Gr. I)	Filles, three years old	One Mile (Turf)	\$200,000 Guaranteed	\$200,000 Guaranteed
Thu. Jul 14, 2022	Sat. Jul 23, 2022	3	ONE MILE STAKES	Three-year-olds and open d	One Mile (Turf)	\$200,000 Added	\$200,000 Guaranteed
Thu. Jul 14, 2022	Sun. Jul 24, 2022	4	COUGAR STAKES (Gr. II)	Three-year-olds and open d	1 1/2 Miles	\$100,000 Guaranteed	\$125,000 Guaranteed
Thu. Jul 21, 2022	Thu. Jul 28, 2022	5	WICKER STAKES	Three-year-olds and open d	One Mile (Turf)	\$200,000 Added	\$200,000 Guaranteed
Thu. Jul 21, 2022	Thu. Jul 28, 2022	6	FLEET TREAT STAKES	Filles, three years old, bred in CA	Seven Furlongs	\$175,000 Guaranteed	\$175,000 Guaranteed
Thu. Jul 21, 2022	Fri. Jul 29, 2022	7	DEWEY CUTLER HAND CAP	Filles and mares, three years old and upward	Five Furlongs (Turf)	\$200,000 Added	\$100,000 Guaranteed
Thu. Jul 21, 2022	Sat. Jul 30, 2022	8	SAN DIEGO HANDICAP (Gr. I)	Three-year-olds and open d	1 1/8 Miles	\$250,000 Guaranteed	\$250,000 Guaranteed
Thu. Jul 21, 2022	Sat. Jul 30, 2022	9	BING CROSBY STAKES (Gr. I)	Three-year-olds and open d	Six Furlongs	\$300,000 Guaranteed	\$400,000 Guaranteed
Thu. Jul 21, 2022	Sun. Jul 31, 2022	10	COCKE HEAD STAKES (Gr. I)	Three-year-olds and open d	1 1/8 Miles (Turf)	\$250,000 Guaranteed	\$250,000 Guaranteed
Thu. Jul 28, 2022	Fri. Aug 05, 2022	11	REAL GOOD DEAL STAKES	Three-year-olds, bred in CA	Seven Furlongs	\$175,000 Guaranteed	\$175,000 Guaranteed
Thu. Jul 28, 2022	Sat. Aug 06, 2022	12	CALIFORNIA DREAMY STAKES	Three-year-olds and open d, bred in CA	1 1/8 Miles (Turf)	\$150,000 Guaranteed	\$150,000 Guaranteed
Thu. Jul 28, 2022	Sat. Aug 06, 2022	13	CLEMENT L. HERRON STAKES (Gr. II)	Filles and mares, three years old and upward	1 1/8 Miles	\$200,000 Guaranteed	\$400,000 Guaranteed
Thu. Jul 28, 2022	Sun. Aug 07, 2022	14	LA JOLLA HANDICAP (Gr. II)	Three-year-olds	1 1/8 Miles (Turf)	\$150,000 Guaranteed	\$150,000 Guaranteed
Thu. Jul 28, 2022	Sun. Aug 07, 2022	15	CTBA STAKES	Filles, two-year-olds, bred in CA	5 1/2 Furlongs	\$100,000 Guaranteed	\$125,000 Guaranteed
Thu. Aug 04, 2022	Fri. Aug 12, 2022	16	IRRADIATION STAKES	Two-year-olds, bred in CA	5 1/2 Furlongs	\$100,000 Guaranteed	\$125,000 Guaranteed
Thu. Aug 04, 2022	Sat. Aug 13, 2022	17	SORRENTO STAKES (Gr. II)	Filles, two-year-olds	Six Furlongs	\$200,000 Guaranteed	\$200,000 Guaranteed
Thu. Aug 04, 2022	Sat. Aug 13, 2022	18	YELLOW RIBBON HAND CAP (Gr. II)	Filles and mares, three years old and upward	1 1/8 Miles (Turf)	\$200,000 Guaranteed	\$250,000 Guaranteed
Thu. Aug 04, 2022	Sun. Aug 14, 2022	19	BEST PAL STAKES (Gr. II)	Two-year-olds	Six Furlongs	\$200,000 Guaranteed	\$200,000 Guaranteed
Thu. Aug 11, 2022	Fri. Aug 19, 2022	20	DEL MAR GALS (Gr. II)	Filles and mares, three years old and upward	1 3/8 Miles (Turf)	\$200,000 Added	\$100,000 Guaranteed
Thu. Aug 11, 2022	Sat. Aug 20, 2022	21	DEL MAR GALS (Gr. II)	Filles, three years old	1 1/8 Miles (Turf)	\$200,000 Guaranteed	\$200,000 Guaranteed
Thu. Aug 11, 2022	Sun. Aug 21, 2022	22	SOLANA BEACH STAKES	Filles and mares, three years old and upward, bred in CA	One Mile (Turf)	\$150,000 Guaranteed	\$150,000 Guaranteed
Thu. Aug 18, 2022	Sat. Aug 27, 2022	23	PAT O'BRIEN STAKES (Gr. II)	Three-year-olds and open d	Seven Furlongs	\$200,000 Guaranteed	\$250,000 Guaranteed
Thu. Aug 18, 2022	Sun. Aug 28, 2022	24	RANCHO ROMANICO HANDICAP (Gr. II)	Filles and mares, three years old and upward	5 1/2 Furlongs	\$100,000 Guaranteed	\$150,000 Guaranteed
Thu. Aug 25, 2022	Sat. Sep 03, 2022	25	TYO PACIFIC CLASSIC (Gr. II)	Three-year-olds and open d	1 1/4 Miles	\$1,000,000 Guaranteed	\$1,000,000 Guaranteed
Thu. Aug 25, 2022	Sat. Sep 03, 2022	26	DEL MAR HANDICAP (Gr. I)	Three-year-olds and open d	1 3/8 Miles (Turf)	\$300,000 Guaranteed	\$300,000 Guaranteed
Thu. Aug 25, 2022	Sat. Sep 03, 2022	27	DEL MAR MILE (Gr. II)	Three-year-olds and open d	One Mile (Turf)	\$200,000 Guaranteed	\$200,000 Guaranteed
Thu. Aug 25, 2022	Sat. Sep 03, 2022	28	CAROLAN STAKES (Gr. II)	Three-year-olds	1 1/8 Miles (Turf)	\$250,000 Guaranteed	\$300,000 Guaranteed
Thu. Aug 25, 2022	Sun. Sep 04, 2022	29	SHARDED BELIEF STAKES	Three-year-olds	One Mile	\$100,000 Guaranteed	\$125,000 Guaranteed
Thu. Aug 25, 2022	Sun. Sep 04, 2022	30	TORREY PINES STAKES (Gr. II)	Filles, three years old	One Mile	\$100,000 Guaranteed	\$125,000 Guaranteed
Thu. Aug 25, 2022	Sun. Sep 04, 2022	31	GREEN FLASH HAND CAP (Gr. II)	Three-year-olds and open d	Five Furlongs (Turf)	\$100,000 Guaranteed	\$150,000 Guaranteed
Thu. Aug 25, 2022	Mon. Sep 05, 2022	32	Trangly Lake Stakes	Three-year-olds	One Mile	\$200,000 Added	\$100,000 Guaranteed
Thu. Aug 25, 2022	Mon. Sep 05, 2022	33	GENEROUS PORTION STAKES	Filles, two years old, bred in CA	Six Furlongs	\$100,000 Guaranteed	\$125,000 Guaranteed
Thu. Sep 01, 2022	Fri. Sep 09, 2022	34	THE SIMON STAKES	Two-year-olds, bred in CA	Six Furlongs	\$100,000 Guaranteed	\$125,000 Guaranteed
Thu. Sep 01, 2022	Sat. Sep 10, 2022	35	JOHN C. MARBE STAKES (Gr. II)	Filles and mares, three years old and upward	1 1/8 Miles (Turf)	\$200,000 Guaranteed	\$250,000 Guaranteed
Fri. Jun 24, 2022	Sat. Sep 10, 2022	36	DEL MAR DEBUTANTE (Gr. II)	Filles, two years old	Seven Furlongs	\$200,000 Guaranteed	\$200,000 Guaranteed
Thu. Sep 01, 2022	Sat. Sep 10, 2022	37	DEL MAR JUVENILE FILLES TURF	Filles, two-year-olds	One Mile (Turf)	\$100,000 Guaranteed	\$100,000 Guaranteed
Thu. Sep 01, 2022	Sun. Sep 11, 2022	38	DEL MAR JUVENILE TURF (Gr. II)	Two-year-olds	One Mile (Turf)	\$100,000 Guaranteed	\$100,000 Guaranteed
Fri. Jun 24, 2022	Sun. Sep 11, 2022	39	DEL MAR FUTUR TY (Gr. II)	Two-year-olds	Seven Furlongs	\$200,000 Guaranteed	\$200,000 Guaranteed
					Grass Purse	\$9,275,000	
					Less OSS Funding	-100,000	
					Less Cal Breed Race Fund	-100,000	
					ADWP Pac Classic Contribution	-125,000	
					Less Overnight Stakes	-200,000	
					Less Non-Entry/Start Fees (ESTIMATED)	-1,150,000	
						\$6,550,000	

EXHIBIT B 2022 DEL MAR SUMMER OVERNIGHT PURSE SCHEDULE*



	2021 Overnight Purse Schedule		2022 PROJECTED Overnight Purse Schedule		S & W Bonus Turf 40%	Total Purse W/Ship & Win	S & W Bonus Dirt 50%	Total Purse W/Ship & Win
	SHORT/LONG	TOC CTBAS	SHORT/LONG	TOC CTBAS				
O/S K	\$80 000	24,000	\$100 000	30,000				
\$ALW	\$76 000	22,800	\$86 000	25,800	\$34 400	\$120 400	\$43 000	\$129 000
2X	\$74 000	22,200	\$84 000	25,200	\$33 600	\$117 600	\$42 000	\$126 000
1X	\$72 000	21,600	\$82 000	24,600	\$32 800	\$114 800	\$41 000	\$123 000
S A \$50 000 < NW2	\$38 000	4,560	\$43 000	5,160	\$17 200	\$60 200	\$21 500	\$64 500
\$50 000	\$55 000	6,600	\$62 000	7,440	\$24 800	\$86 800	\$31 000	\$93 000
S/OC \$50 000 NW2	\$45 000	5,400	\$50 000	6,000	\$20 000	\$70 000	\$25 000	\$75 000
\$40 000	\$47 000	5,640	\$53 000	6,360	\$21 200	\$74 200	\$26 500	\$79 500
\$32 000	\$45 000		\$51 000		\$20 400	\$71 400	\$25 500	\$76 500
\$32 000 NW/Year	\$39 000		\$44 000		\$17 600	\$61 600	\$22 000	\$66 000
\$25 000	\$39 000		\$44 000		\$17 600	\$61 600	\$22 000	\$66 000
\$25 000 NW2	\$28 000		\$32 000		\$12 800	\$44 800	\$16 000	\$48 000
\$20 000	\$33 000		\$37 000		\$14 800	\$51 800	\$18 500	\$55 500
S R/16 /Year	\$32 000		\$36 000		\$14 400	\$50 400	\$18 000	\$54 000
\$16 000	\$30 000		\$34 000		\$13 600	\$47 600	\$17 000	\$51 000
\$20 000 NW3	\$28 000		\$32 000		\$12 800	\$44 800	\$16 000	\$48 000
\$16 000 NW2	\$25 000		\$30 000		\$12 000	\$42 000	\$15 000	\$45 000
\$12 500	\$28 000		\$32 000		\$12 800	\$44 800	\$16 000	\$48 000
\$10 000	\$25 000		\$30 000		\$12 000	\$42 000	\$15 000	\$45 000
\$8 000	\$23 000		\$25 000		\$10 000	\$35 000	\$12 500	\$37 500
MSW	\$70 000	21,000	\$80 000	24,000	\$32 000	\$112 000	\$40 000	\$120 000
MDN/\$150 000	\$50 000		\$57 000		\$22 800	\$79 800	\$28 500	\$85 500
MDN/\$80 000	\$44 000		\$50 000		\$20 000	\$70 000	\$25 000	\$75 000
MDN/\$62 500	\$40 000		\$46 000		\$18 400	\$64 400	\$23 000	\$69 000
MDN/\$50 000	\$36 000		\$42 000		\$16 800	\$58 800	\$21 000	\$63 000
MDN/\$40 000	\$31 000		\$36 000		\$14 400	\$50 400	\$18 000	\$54 000
MDN/\$32 000	\$27 000		\$32 000		\$12 800	\$44 800	\$16 000	\$48 000
MDN/\$20 000	\$25 000		\$30 000		\$12 000	\$42 000	\$15 000	\$45 000

**EXHIBIT C
INTERSTATE SIMULCAST AGREEMENTS**

To be provided

**EXHIBIT D
INTERNATIONAL SIMULCAST AGREEMENTS**

To be provided

**EXHIBIT E
APPROVED ADW PROVIDERS**

To be provided

**EXHIBIT F
FIRE AND DISASTER INSURANCE**

Attached hereto.

**EXHIBIT G
MEDICATION REFORMS**

Attached hereto.

EXHIBIT H

Del Mar Thoroughbred Club
 Summary of 2021 Actual and Estimated 2022 Summer Purses and Under/(Overpayment)
 Exhibit H TOC Race Meet Agreement

		2021	2022
		Actual	Projection
Purse Generation			
	Live		
On-track		3,714,940	3,909,837
ITW		1,462,471	1,518,745
Cal ADW		2,619,207	2,710,525
Brick & Mortar OOS		6,934,622	6,670,162
ADW OOS		3,397,190	3,412,260
Total Live		18,128,431	18,221,529
	Import		
On-track		163,077	153,101
ITW		1,519,804	1,553,020
Cal ADW		1,647,263	1,642,285
Total Import		3,330,144	3,348,406
	North		
On-track		44,735	50,676
ITW		345,080	358,218
Cal ADW		196,862	203,510
Total North		586,676	612,404
Separate Pool/Proxy		120,816	110,000
Excess SCOT Expense Fund		1,082,743	540,000
AB 480		717,365	680,000
Prior Year CHRB Surplus/(shortfall)		45,172	-
PY Outs		34,322	70,000
Ship & Win		(774,534)	(900,000)
Other:MSCB Bonus, Excess Co Op, ADW rebate		(297,565)	(304,500)
Total Generation		22,973,571	22,377,839
TOC/CTT/Backstretch pension/NTRA		529,968	511,430
Net purses due		22,443,602	21,866,409
Purses			
Overnights		13,792,776	15,800,000
Starter fees		506,160	500,000
TOC Cal Bred Bonus		146,086	175,000
Stakes		5,660,750	6,350,000
Total purse paid		20,105,772	22,825,000
Under/(Overpayment)- w/o prior yr underpay		2,337,830	(958,591)
		2021	Proj'd 22
		Under/(over)	Under/(over)
Underpayment Beginning of year		2,144,518	3,848,274
Summer underpay		2,337,830	(958,591)
Fall overpayment		(634,075)	(700,000)
Projected end of year underpayment		3,848,274	2,189,683

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.

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 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 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.

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.

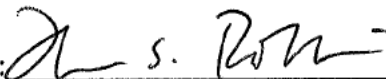
d. Counterparts. This Agreement and all amendments hereto may be executed in several counterparts and each counterpart shall constitute a duplicate original of the same instrument, DMTC, TOC and CTT agree that copies of this Agreement sent by email (in PDF or similar format) or fax, and the signatures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

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.

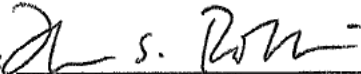
d. Counterparts. This Agreement and all amendments hereto may be executed in several counterparts and each counterpart shall constitute a duplicate original of the same instrument, DMTC, TOC and CTT agree that copies of this Agreement sent by email (in PDF or similar format) or fax, and the signatures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

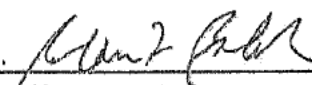
f. No Third Party Beneficiaries. Except with respect to the indemnification obligations set forth in this Agreement, the provisions of this Agreement are not intended to be for the benefit of, or enforceable by, any party other than DMTC, TOC and CTT. Except for DMTC, TOC and CTT, no person shall have 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: Alan F. Balch
Title: Executive Director
Date: April 8, 2022

THOROUGHBRED OWNERS OF CALIFORNIA, INC.

By: _____
Name: _____
Title: _____
Date: _____

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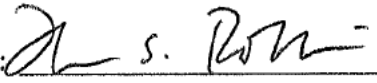
d. Counterparts. This Agreement and all amendments hereto may be executed in several counterparts and each counterpart shall constitute a duplicate original of the same instrument, DMTC, TOC and CTT agree that copies of this Agreement sent by email (in PDF or similar format) or fax, and the signatures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

3rd PARTY LASIX ADMINISTRATION AGREEMENT

- 1. EXHIBIT A
DEL MAR THOROUGHBRED CLUB FUROSEMIDE PROTOCOL – ATTACHED**

- 2. EXHIBIT B
MEDICATION ADMINISTRATION PROTOCOL – ATTACHED**

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.

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.

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.

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.

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.

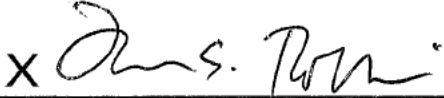
d. Secure the attendant's signature on the Horse Identification Program.

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.

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

Thomas S. Robbins

Executive VP, Racing

4/14/2022

Print Name

Print Title

Date

Agenda Item 7

STAFF ANALYSIS
June 16, 2022

DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE CALIFORNIA EXPOSITION AND STATE FAIR, COMMENCING JULY 13, 2022, THROUGH AUGUST 2, 2022

The California Exposition and State Fair (Cal Expo) filed its application to conduct a horse racing meeting as part of the California Authority of Racing Fairs (CARF) 2022 combined fair horse racing meeting, as follows:

- July 13, 2022, through August 2, 2022, with nine days of racing, two less than in 2019. Cal Expo proposes to run a total of 93 races, 6 more than in 2019. Live racing will commence July 15, 2022 and continue through July 31, 2022. Cal Expo is a participant in the CARF 2022 combined fair horse racing meeting.
- At its March 2022 regular meeting, the Board heard and approved a request from the California Authority of Racing Fairs (CARF) to designate the 2022 allocated race dates of the ACF (6/15/22–7/12/22), California Exposition and State Fair (Cal Expo) (7/13/22–8/2/22), Humboldt County Fair (8/17/22–8/30/22), and The Big Fresno Fair (10/5/22–10/18/22) as a combined fair horse racing meeting. The 2022 combined fair race meeting allows for the extended distribution time of the carryover pool.

July 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						

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

- Racing Friday through Sunday; 9 races on Fridays, and 11 races on Saturdays and Sundays.
- Racing concurrently with the Del Mar Thoroughbred Club.
- Average number of runners per race, 2019 race meeting:
 - Thoroughbred: 5.77
 - Quarter horse: 5.33
 - Arabian: 5.17
 - Mule: 4.71 (no mule races in 2022)

- First post 1:45 p.m. Friday, Saturday, and Sunday.
- Wagering program will use CHRB and ARCI rules.
 - Distribution of carryover pool will be October 16, 2022 (closing day of The Big Fresno Fair).
 - Early wagering will not be offered.
 - \$1 TRI and \$0.10 SF when applicable.
 - \$0.50 PNP4 on first four races and last four thoroughbred races each day.
 - \$0.50 PNP5 on last five thoroughbred races each day, with 100% major pool paid for 5 of 5. If no 5 of 5, 75% carryover and 25% minor pool to most winners.
 - \$0.20 PNP6 on last six thoroughbred races each day. 100% pool paid and any prior carryovers for unique ticket selecting six winners. If no unique ticket selects six winners, then 40% minor pool that day is paid to the tickets selecting the most winners, and 60% major pool will be added to carryover.
 - \$0.20 Pentafecta (Super High 5) selecting first five finishers in same race. 100% pool paid and any prior carryovers paid for unique ticket selecting first five finishers. If no unique ticket selects first five finishers, then 40% minor pool paid to tickets selecting first five finishers, and 60% of major pool will be added to carryover. If no ticket selects first five finishers, 100% of pool will be added to carryover. Super High 5 will be carded on last race of the day.
- The advance deposit wagering (ADW) providers are Churchill Downs Technology Initiatives Company dba BetAmerica; Churchill Downs Technology Initiatives Company dba TwinSpires; ODS Technologies, L.P. dba TVG Network; Watchandwager.com, LLC (Watch and Wager); and XpressBet, LLC (Xpressbet).

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

Summary of BPC Section 19604

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

- The ADW provider must be licensed by the Board.
- A written agreement allowing those wagers exists with the racing association or fair conducting the races on which the wagers are made.
- The agreement shall have been approved in writing by the horsemen's organization responsible for negotiating purse agreements for the breed on which the wagers are made.

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

- The ADW provider must be licensed by the Board.
- There is a hub agreement between the ADW provider and one or both of (i) one or more racing associations or fairs that together conduct no fewer than five weeks of live racing on the breed on which wagering is conducted during

the calendar year during which the wager is placed, and (ii) the horsemen's organization responsible for negotiating purse agreements for the breed on which wagering is conducted.

- All documents have been received in compliance with BPC section 19604.
- Simulcasting conducted with other out-of-state racing jurisdictions, pursuant to BPC section 19602, and with authorized locations throughout California.
- Requests that Gary Greiner be appointed horse identifier pursuant to Board Rule 1525, Racing Officials Appointed by the Board.
- Inspection of backstretch worker housing was completed on May 15, 2022.
- The fire clearance for Alameda County Fair at Pleasanton was approved at the May 2022 regular Board meeting.
- CARF has agreed to adopt the Board's Inclement Weather Policy, as posted on the Racing Safety page of the Board's website [letter submitted].
- A fire clearance inspection in compliance with Board Rule 1927 was performed on June 3, 2022, and staff were advised there were no outstanding issues, fire clearance is forthcoming.
- A preliminary track safety inspection was completed on May 26, 2022; a final inspection is scheduled for the earliest available date due to the need to accommodate harness racing.

RECOMMENDATION:

Staff recommends approval; the application has satisfactorily met the requirements for licensure.



May 31, 2022

California Horse Racing Board
Attn: Scott Chaney
Executive Director

Mr. Chaney:

The following information is provided for you in response to the items missing from the 2022 Race Meet Applications for the California State Fair.

1. Fire clearance in compliance with Board Rule 1927. Provide any appropriate requests for extension and/or exemption. (Item 15H)

The Fire Inspection is scheduled for June 3, 2022. Due to Harness running into early may it takes 2-3 weeks to clean up the barn areas to include tac rooms and perform all maintenance necessary to comply with County Fire Regulatory standards. A letter of exemption to 4 CCR 1927 will also accompany the fire inspection.

Regards,

A handwritten signature in blue ink, appearing to read "Larry A. Swartzlander".

Larry A. Swartzlander
Executive Director, CARF

Cc:
TOC
CTT



April 6, 2022


California Horse Racing Board
Attn: Scott Chaney
Executive Director

Mr. Chaney:

The California Authority of Racing Fairs has reviewed and will adopt the provisions outlined in the Inclement Weather Policy Letter in all Future Fair Meets.

This compliance applies to the Alameda County Fair, California State Fair, Humboldt County Fair and the Big Fresno Fair.

Regards,


Larry A. Swartzlander
Executive Director, CARF

Application is hereby made to the California Horse Racing Board (CHRB) for a license to conduct a horse racing meeting of a California fair, as authorized by Article 6.5 of the California Business and Professions Code, Chapter 4, Division 8, Horse Racing Law, and in accordance with applicable provisions and the California Code of Regulations, Title 4, Division 4, CHRB Rules and Regulations.

1. APPLICANT FAIR ASSOCIATION

- A. Name, mailing address, telephone, and fax numbers of fair: California State Fair, 1600 Exposition Blvd., Sacramento, CA 95825 916-263-3000; Fax 916-363-3230
- B. Fair association is a: District Fair County Fair Citrus Fruit Fair
 California Exposition and State Fair Other qualified fair
- C. Provide the name, telephone, and email address for the fair contact person. Rick Pickering C.E.O., 916-263-3000; rpickering@calexpo.com

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 race meeting: July 13-Aug 2, 2022
- B. Actual dates racing will be held: July 15, 16, 17, 22, 23, 24, 29, 30 & 31
- C. Dates racing will NOT be held: July 13, 14, 18, 19, 20, 25, 26, 27, 28 & Aug 1,2
- D. Total number of racing days: 9
- E. Days of the week races will be held: Fri - Sun
 Wednesday – Sunday Tuesday – Saturday Other (specify)

3. RACING PROGRAM

- A. Total number of races: 93
- B. Number of races by breed:
81 Thoroughbreds 4 Quarter Horses 0 Appaloosas
8 Arabians 0 Paints 0 Mules

CHRB CERTIFICATION		
Application received: 4/15/22 Reviewed: NLG		Hearing date: 6/16/22 Approved date: License number:

C. Number of races daily:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Thoroughbred	10	0				8	9
Other Breeds	1	0				1	2
Total	11	0				9	11

D. Total number of stakes races by breed:

1 Thoroughbreds 0 Quarter Horses 0 Appaloosas
 0 Arabians 0 Paints 0 Mules

E. Attach a listing of all stakes races and indicate the date to be run and the added money or guaranteed purse for each.

1. Attach a listing of all stakes races for the past two (2) 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 E that have been altered or 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). Governor's Handicap \$75,000 Guaranteed, Three Year Olds & Upward - Six Furlongs Sat, Jul 23. No stakes were run in 2020 and 2021.
3. Identify the stakes races listed under item E.1. that have been dropped or deleted and the reasons the stakes were dropped or deleted.

F. 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?

G. List all post times for the daily racing program: Race Number Weekdays Weekends Race #

.....Race # 1	1:45 p.m.	1:45p.m.
.....Race # 2	2:15 p.m.	2:15p.m.
.....Race # 3	2:45 p.m.	2:45p.m.
.....Race # 4	3:15 p.m.	3:15p.m.
.....Race # 5	3:45 p.m.	3:45p.m.
.....Race # 6	4:15 p.m.	4:15p.m.
.....Race # 7	4:45 p.m.	4:45p.m.
.....Race # 8	5:15 p.m.	5:15p.m.
.....Race # 9	5:45 p.m.	5:45p.m.
.....Race # 10	6:15 p.m.	6:15p.m.
.....Race # 11	6:45 p.m.	6:45p.m.

one race limited to California-bred horses, to be known as the "California-bred race," pursuant to CHRB Rule 1813.

4. FAIR ASSOCIATION

- A. Names of the fair directors: Rina DiMare – Chair Jess Durfee – Vice Chair Rima Barkett - Director Sonney Chong – Director Rex S. Hime – Director David Mallel – Director Tony Ortiz - Director
- B. Names of the directors serving on the Racing Committee or otherwise responsible for the conduct of the racing program: Rina DiMare – Director David Mallel – Director
- C. Name and title of the fair manager or executive officer and the names and titles of all department managers and fair staff, other than those listed in 12.B., who will be listed in the official program: Rick Pickering- Chief Executive Officer Tom Martinez – Chief Deputy General Manager Craig Braddock - Public Address Announcer Sanda Rios - Stable Superintendent Steve Wood- Track Foreman
- D. Name and title of the person(s) authorized to receive notices on behalf of the fair association and the mailing and email address of such person(s). Rick Pickering- Chief Executive Officer- rpickering@calexpo.com Larry A. Swartzlander- Director of Racing- larry@calfairs.net 1600 Exposition Blvd., Sacramento, CA 95825

5. TAKE OUT PERCENTAGE

- A. Will the percentage deducted for any type of wager be adjusted pursuant to Business and Professions Code section 19601.01? If no, proceed to subsection 6. If yes, identify the wager and the proposed takeout percentage.
 - Yes No
 - Wager(s) to be adjusted:
 - 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 fair association and the horsemen’s organization for the meeting of the fair 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 the fair association. If your association has been operating for fewer than five years, provide information for the period of time it has been in operation.

Year	Handle	Attendance
2021	0	0
2020	0	0

2019	\$36,768,682	75,325
2018	\$33,979,631	81,994
2017	\$29,086,735	71,641

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

A. Purse distribution:

1. All races other than stakes:

Current meet estimate: \$868,348
 Prior meet actual: \$1,061,315

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

Current meet estimate: \$96,483
 Prior meet actual: \$96,483

2. Overnight stakes:

Current meet estimate: \$75,000
 Prior meet actual: \$50,000

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

Current meet estimate: \$8,333
 Prior meet actual: \$4,545

3. Non-overnight stakes:

Current meet estimate: 0
 Prior meet actual: 0

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

Current meet estimate: 0
 Prior meet actual: 0

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

Current meet estimate: \$943,348
 Prior meet actual: \$1,111,315

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

Current meet estimate: \$102,009
 Prior meet actual: \$124,678

C. Payment to each recognized horsemen's organization contracting with the fair:

Current meet estimate:		Prior meet actual:	
CTT	\$3,797		\$4,519
TOC	\$8,368		\$10,228
NTRA	\$1,421		\$1,737
PCQHRA	\$802		\$981

CWRA	0		0
ARAC	\$1,608		\$1,965
AMRA	\$0		\$0
CHBPAPEN	\$11,532		\$14,095
CTHF	\$11,532		\$14,095
Total:	\$39,060	Total:	\$47,620

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

Current meet estimate: \$1,084,417
 Prior meet actual: \$1,283,613

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

Current meet estimate: \$120,490
 Prior meet actual: \$116,692

E. 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: \$884,686
 Prior meet actual: \$1,081,284

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

Current meet estimate: \$98,298
 Prior meet actual: \$98,298

F. Purse funds to be generated from interstate handle:

Current meet estimate: \$123,273
 Prior meet actual: \$150,667

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

Current meet estimate: \$13,697
 Prior meet actual: \$13,697

G. Bank and account number for the Paymaster of Purses' purse account: On file

H. Name, address, email, and telephone number of the pari-mutuel audit firm engaged for the meeting: Rossman, MacDonald & Benetti, 3838 Watt Ave. Suite E500, Sacramento, CA 95821 916-488-8360

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 fair 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 fair 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 fair 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 fair is entitled thereafter 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 fair 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 fair 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: 760
- 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: 660
- D. Name and location of each off-site auxiliary stabling area and the number of stalls to be maintained at each site: 660 stalls; Alameda County Fair, Pleasanton, CA.
- E. Attach each contract or agreement between the fair 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 fair 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). 960
- G. State estimated cost to provide off-site stalls for this meeting. Show cost per day per stall. \$9.45
- 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 onsite during training hours, workouts, and racing for the association and auxiliary sites: Drs. Forrest Franklin 916-585-2050/PLN Vet: Casille Batten 925-286-1421; SAC Vet: Kathy Jones: 916-813-3356; 6AM-11AM
 - 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. Is the fair applicant a member of the California Authority of Racing Fairs (CARF)? If yes, attach a copy of the CARF recommended wagering format. Yes No
- B. Pursuant to Business and Professions Code section 19599, and with the approval of the CHRB, fairs may elect to offer wagering programs using CHRB Pari-mutuel Rules, the Association of



April 4, 2022

California Horse Racing Board
 Attn: Cynthia Alameda
 Assistant Executive Director

To Whom It May Concern:

The following information is provided for you in response to the 2022 Race Meet Applications for the Alameda County Fair, California State Fair, Humboldt County Fair and The Big Fresno Fair:

The following is the CARF wagering format:

	TYPE OF WAGERS	APPLICABLE RULES
Example Race	\$1 E; \$1 Double	CHRB #1959; RCI #VE
Race #1	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF \$.50PNP4	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1 CHRB #1976.9
Race #2	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$ 20 PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, ARCI 004-105G.(2)(g) Method 7, para 16b (ii)
Race #3	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF \$.20PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1 ARCI 004-105 G. (2) (g) Method 7, para 16b (ii)
Race #4	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$ 50PNP5 \$.20PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB 1976.9 ARCI 004-105 G. (2) (g) Method 7, para 16b (ii)
Race #5 (ii)	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$ 50PNP4, \$.50PNP5, \$.20PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB #1976.9 CHRB 1976.9, ARCI 004-105 G. (2) (g) Method 7, para 16b
Race #6 (ii)	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$ 50PNP4, \$.50PNP5, \$.20PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB #1976.9 CHRB 1976.9, ARCI 004-105 G. (2) (g) Method 7, para 16b
Race #7 (ii)	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$ 50PNP4, \$.50PNP5, \$.20PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB 1976.9 CHRB 1976.9, ARCI 004-105 G. (2) (g) Method 7, para 16b
Race #8	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$ 50PNP4, \$.50PNP5, \$.20 SUPER HIGH 5	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB #1976.9 CHRB #1976.9, ARCI 004-105 X-Pentafecta (5) Option 4, para 16b (ii)
Race #9	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$ 50PNP4,	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1



	\$.20 SUPER HIGH 5	CHRB #1976.9, ARCI 004-105 X-Pentafecta (5) Option 4, para 16b (ii)
Race #10	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.20 SUPER HIGH 5	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1 ARCI 004-105 X-Pentafecta (5) Option 4, para 16b (ii)
Race #11	\$1E, \$1TRI, \$2DD, \$.10SF, \$.20 SUPER HIGH 5	CHRB #1959, CHRB #1979, CHRB #1957, CHRB #1979.1 ARCI 004-105 X-Pentafecta (5) Option 4, para 16b (ii)
Race #12	\$1E, \$1TRI, \$.10SF, \$.20 SUPER HIGH 5	CHRB #1959, CHRB #1979, CHRB #1979.1 ARCI 004-105 X-Pentafecta (5) Option 4, para 16b (ii)

This format will be use at the following fairs: Alameda County Fair, The California State Fair, Humboldt County Fair and the Big Fresno Fair. The 2005 NCOTWINC Agreement maintained on file at CRRB is still valid. The NCOTWINC audio visual agreement on file dated January 2005 is still valid.

Respectfully Yours,

Larry A. Swartzlander
Executive Director

\$.20 PNP6 on the last six races each day. 100% major pool paid and any prior carryovers for unique serial number wager selecting all six winners. If no unique ticket selects six winners then the 40% minor pool that day is paid to the tickets selecting the most winners and the 60% major pool will be added to the carryover.

\$.50 PNP5 on the last five races each day, with 100% major pool paid for 5 of 5. If no 5 of 5, 75% carryover and 25% minor pool to most winners.

\$.20 Pentafecta (Super High 5) selecting the first five finishers in the same race. 100% pool paid and any prior carryovers paid for a unique serial number wager selecting the first five finishers in exact order. If no unique serial number wager selects the first five finishers then 40% minor pool paid to tickets selecting the first five finishers in exact order and 60% of major pool will be added to the carryover. If no wager selects the first five finishers in exact order, then 100% of the pool will be added to the carryover. Super High-5 will be carded on the last race of the day.

The aforementioned Pari-Mutuel Carryover Pools can be carried over from CARF Meet to CARF Meet and run as 1 (one) continuous meet. There will be a Mandatory Payout Date of Sunday, October 16, 2022, which is the Closing Day of The Big Fresno Fair.

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. If applicant is a member of CARF, also indicate if wager is a part of the CARF recommended wagering format.

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	CARF WAGERING FORMAT	
Example Race:	\$1 E; \$1 Double	CHRB #1959; ARCI #VE	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Race #1	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.50PNP4	CHRB #1959, CHRB #1977, CHRB #1957, CHRB #1979.1, CHRB #1976.9	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #2	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.20 PNP6	CHRB #1959, CHRB #1977, CHRB #1957, CHRB #1979.1, ARCI 004-105 G.(2)(g) Method 7 para 16b (ii)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #3	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.20PNP6	CHRB #1959, CHRB #1977, CHRB #1957, CHRB #1979.1, ARCI 004-105 G.(2)(g) Method 7, para 16b (ii)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #4	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.50PNP5, \$.20PNP6	CHRB #1959, CHRB #1977, CHRB #1957, CHRB #1979.1, CHRB # 1976.9, ARCI 004-105 G.(2)(g) Method 7, para 16b (ii)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #5	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.50PNP4, \$.50PNP5, \$.20PNP6	CHRB #1959, CHRB #1977, CHRB #1957, CHRB #1979.1, CHRB #1976.9, CHRB 1976.9, ARCI 004-105 G.(2) (g) Method 7, para 16b (ii)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #6	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.50PNP4, \$.50PNP5, \$.20PNP6	CHRB #1959, CHRB #1977, CHRB #1957, CHRB #1979.1, CHRB #1976.9, CHRB 1976.9, ARCI 004-105 G.(2) (g) Method 7, para 16b (ii)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Race #7	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.50 PNP4, \$.20PNP6	CHRB #1959, CHRB #1977, CHRB #1957, CHRB #1979.1, CHRB #1976.9, CHRB 1976.9, ARCI 004-105 G.(2) (g) Method 7, para 16b (ii)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #8	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.50PNP4, \$.50PNP5, \$.20 SUPER HIGH 5	CHRB #1959, CHRB #1977, CHRB #1957, CHRB #1979.1, CHRB #1976.9, CHRB 1976.9, ARCI 004-105 X-Pentafecta (5) Option 4, para 16b (ii)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #9	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.50PNP4, \$.20 SUPER HIGH 5	CHRB #1959, CHRB #1977, CHRB #1957, CHRB #1979.1, CHRB #1976.9, ARCI 004-105 X-Pentafecta (5) Option 4, para 16b (ii)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #10	\$1E, \$1PK3, \$1TRI, \$2DD, \$.10SF, \$.20 SUPER HIGH 5	CHRB #1959, CHRB #1977, CHRB #1957, CHRB #1979.1, ARCI 004-105 X-Pentafecta (5) Option 4, para 16b (ii)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #11	\$1E, \$1TRI, \$2DD, \$.10SF, \$.20 SUPER HIGH 5	CHRB #1959, CHRB #1979, CHRB #1957, CHRB #1979.1, ARCI 004-105 X-Pentafecta (5) Option 4, para 16b (ii)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #12	\$1E, \$1TRI, \$.10SF, \$.20 SUPER HIGH 5	CHRB #1959, CHRB #1979, CHRB #1979.1, ARCI 004-105 X-Pentafecta (5) Option 4, para 16b (ii)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Race #13			<input type="checkbox"/> Yes	<input type="checkbox"/> No

- C. 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
- D. Maximum carryover pool to be allowed to accumulate before its distribution **OR** the date(s) designated for distribution of the carryover pool: 10/16/22
- E. List any options requested with regard to exotic wagering. \$1 TRI and \$0.10 SF when applicable \$0.50 PNP4 on the first four races and the last four thoroughbred races each day \$0.50 PNP5 on the last five thoroughbred races each day, with 100% major pool paid for 5 of 5. If no 5 of 5, 75% carryover and

25% minor pool to most winners. \$.20 PNP6 on the last six thoroughbred races each day. 100% pool paid and any prior carryovers for unique ticket selecting six winners. If no unique ticket selects six winners then the 40% minor pool that day is paid to the tickets selecting the most winners and the 60% major pool will be added to the carryover. \$.20 Pentafecta (Super High 5) selecting the first five finishers in the same race. 100% pool paid and any prior carryovers paid for a unique ticket selecting the first five finishers. If no unique ticket selects the first five finishers then 40% minor pool paid to tickets selecting the first five finishers and 60% of major pool will be added to the carryover. If no ticket selects the first five finishers 100% of the pool will be added to the carryover. Super High-5 will be carded on the last race of the day.

F. 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.

G. Type(s) of pari-mutuel or totalizator equipment to be used by the fair and the simulcast organization, the name of the person(s) supplying equipment, and expiration date of the service contract: Amtote (Keith Johnson) Expiration: October 29, 2025. Equipment description on file with Board.

H. List below the takeout percentage for each type of wager identified in 10.B.:

TAKEOUT PERCENTAGE

(Example) PNP5-14%

Race #1	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%
Race #2	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%
Race #3	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%
Race #4	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%
Race #5	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%
Race #6	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%
Race #7	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%

Race #8	High Five – 25.02% Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%
Race #9	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%
Race #10	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%
Race #11	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%
Race #12	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%
Race #13	

11. ADVANCE DEPOSIT WAGERING (ADW)

- A. Identify the ADW provider(s) to be used by the fair for this race meeting. Watch & Wager; Twin Spires; Express Bet, T.V.G. (Television Games Network) and Bet America.
- 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 fair to conduct simulcast wagering: Northern California Off-Track Wagering, Inc. (NCOTWINC)
- B. Attach the agreement between the fair and simulcast organization permitting the organization to



Pacific Coast Quarter Horse Racing Association

May 9, 2022

Executive Director
CARF
1776 Tribute Road, Suite 205
Sacramento, Ca 95815

RE: 2016 California Authority of Racing Fairs ADW Approvals

Dear Larry,

This is to confirm that the Pacific Coast Quarter Horse Racing Association (PCQHRA) authorizes and agrees that during the California Authority of Racing Fairs (CARF) 2022 racing season, commencing June 15, 2022 and continuing through October 18, 2022, California-licensed ADW providers Bet America, TVG, Xpressbet, TwinSpires, Watch & Wager, Game Play Network and NYRA may accept wagers from California residents on races conducted at CARF and races conducted at tracks located outside of California.

It is PCQHRA's understanding that the compensation rates and fees for this wagering activity are those specified in the TOC Letter Agreement dated May 6, 2022.

Please feel free to contact me if you have any questions.

Sincerely,



Dino Perez

Exec Dir

May 9, 2022

Executive Director
CARF
1776 Tribute Road, Suite 205
Sacramento, Ca 95815

RE: 2022 California Authority of Racing Fairs ADW Approvals

Dear Larry,

This is to confirm that the Arabian Racing Association of California (ARAC) authorizes and agrees that during the California Authority of Racing Fairs (CARF) 2022 racing season, commencing June 15, 2022 and continuing through October 18, 2022, California-licensed ADW providers Bet America, TVG, Xpressbet, TwinSpires, Watch & Wager, Game Play Network and NYRA may accept wagers from California residents on races conducted at CARF and races conducted at tracks located outside of California.

It is ARAC's understanding that the compensation rates and fees for this wagering activity are those specified in the TOC Letter Agreement dated May 6, 2022.

Please feel free to contact me if you have any questions.

Sincerely,
Cory Soltau
Chairperson

May 6, 2022

Mr. Larry Swartzlander
Executive Director
CARF
1776 Tribute Road, Suite 250
Sacramento, CA 95815

RE: 2022 California Authority of Racing Fairs (CARF) ADW Approvals

Dear Larry,

Pursuant to the Interstate Horseracing Act and applicable California law, the Thoroughbred Owners of California (TOC) agrees to the use of CARF 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 CARF, and the Geo-Location Agreement (Exhibit A) between TOC and each ADW provider, CARF 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 CARF and other Thoroughbred races during the 2022 race meetings, as follows:

1. California wagering on CARF 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, TwinSpire, 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, TwinSpire, 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 PRA races:

- a. TVG, XpressBet, TwinSpire and NYRA shall pay a Host Fee of no less than 7.5% 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 45% 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, TwinSpire, NYRA, BetAmerica, Game Play Network, and Watch and Wager.

Very truly yours,



Mary Forney, Executive Director

cc: Heather Haviland, Wayne Atwell

use the fair'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 fair proposes to offer its live audiovisual signal: Alameda County Fair, Pleasanton, Barona Valley Ranch Resort & Casino, Lakeside, Big Fresno Fair, Fresno, Cabazon Fantasy Springs Casino, Indio, California State Fair & Exposition, Sacramento, Commerce Casino Racebook, Commerce Derby Club, Seaside Park, Ventura, Fairplex Park, Pomona Fantasy Springs Casino, Indio, Firehouse Restaurant, Bakersfield, Golden Gate Fields, Albany *Humboldt County Fair, Ferndale Jockey Club at San Mateo, San Mateo, Los Alamitos Race Course, Los Alamitos Mermaid Tavern, Thousand Oaks, Monterey County Fair, Monterey, OC Tavern & Sports Bar, San Clemente, Sammy's Restaurant & Bar, Lake Forrest Santa Anita Park, Arcadia Santa Clarita Lanes, Santa Clarita, San Joaquin County Fair, Stockton Santa Clara County Fair, San Jose, Solano County Fair, Vallejo Sonoma County Fair, Santa Rosa, Sports Center, San Bernardino Sports Pavillion at The Farmers Fair, Lake Perris Sports Pavillion, San Bernardino Cty. Fair, Victorville Surfside Race Place at Del Mar, Del Mar Sycuan Gaming Center, El Cajon Tilted Kilt, Thousand Oaks Viejas Casino & Turf Club, Alpine Watch & Wager, Antelope Valley Fgds, Lancaster
- D. Out-of-state wagering systems the fair proposes to offer its live audiovisual signal: June 17, 2022: Arlington, Belmont, Assiniboia, Australian Racing, Beulah, Calder Racecourse, Canterbury Downs, Charles Town, Churchill Downs, Delaware, Downs at Albuquerque, Ellis Park, Emerald Downs, Evangeline Downs, Fort Erie, Gulfstream, Hastings Park, Hawthorne, Indiana Downs, Keeneland, Kentucky Downs, Laurel, Lone Star, Louisiana Downs, Monmouth, Mountaineer Park, Aqueduct, Belmont, Saratoga, Penn National, Philadelphia Park, Pimlico, Presque Isle, River Downs, South American Racing, Suffolk Downs, Sunland Park, Sunray Park, Tampa Bay, Thistledown, Turfway Park, Turf Paradise, United Kingdom, Woodbine
- E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the fair: Amwest Entertainment, Amwest Accounts Greenbrier (WV) Riders Up (SD) Time Out Lounge (SD) , Triple Crown (SD) Arapahoe-Mile High Arima Race Club Arlington I Atlantic City Racecourse Balmoral Balmoral ADW (BETZOTIC) Bangor Raceway Batavia Bettor Racing Beulah Park Birmingham Bluffs Run Greyhound Buffalo Raceway Canterbury Capital District OTB Catskills OTB Charles Town Race Course Chester Downs & Marina LLC Churchill Downs Club Hipica InTurf Coeur d' Alene Casino Colonial Downs Colonial Downs Phone Bet 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 and Racebook , 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 Fair Chance, Winner's Circle, Camouflage Gaming Corpus Christi Greyhound Delaware Delta Downs Derby Jackpot, Dover Downs Dubuque Greyhound Elite Turf Club (1 to 12) Ellis Park Emerald Downs Evangeline Downs Evangeline Downs AWA Fair Grounds Fair Grounds ADW Fair Meadows Favorites at Gloucester Finger Lakes Fonner Freehold Gillespie County Fair Global Wagering Solutions, Bwin International Ltd. Intl Betting Assoc. Ltd Magna Bet Race bets , Greenetrack Greyhound @ Post Falls Gulf Greyhound Gulfstream Harrington Raceway Harrington Bets (DE regional) Hawthorne Race Course Hawthorne ADW

Hazel Park Hoosier Park Horseman's Park Idabet Indiana Downs Clarksville/Evansville OTB Intermountain Racing Keeneland Keeneland Select ADW Kentuck Downs Kentucky OTB Lebanon Les Bois (Treasure Valley) Lewiston OTB's Lien Games, Rumors OTB, Skydancer Casino OTB, Chips Lounge and Casino Howard Johnsons OTB Lien Games ADW Bet America and Offtrackbetting Lone Star, Louisiana Downs, LVDC: Atlantis Paradise Casino Avatar Ventures Buffalo Thunder Resort Foxwoods Resort Casino Meskwaki Bingo & Casino Maronas (South America) Maryland Jockey Club Maywood Meadowlands Meadows The Meadows The (ADW) - PA regional Millers OTB Mobile Greyhound Monmouth Park Montana OTB Monticello Mountaineer Park Mt. Pleasant Meadows Nassau Regional OTB New Jersey Casino Assoc. Nevada Pari-Mutuel Assoc. Newport Jai Alai NJ Bets (ADW) Northfield, Cedar Downs OTB, Northville NYRA NYRA Account Wagering Oaklawn Ocean Downs Panama PARX PARX Phone Bet Penn National Penn National Telebet Peru Plainridge Race Course Plainridge Telephone Wagering Player Management Group Pocono Account Wagering Pocono Downs and OTB Portland Meadows Potawatomi Casino/OTB Prairie Meadows Premier Turf Club Presque Isle Downs Raceway Park Racing2Day LLC Racing2Day Intl. (Stan James) Remington Park , Remington OTB Network Retama Racing & Gaming Services Rillito Park River Downs Rockingham Park Rockingham Account Wagering Ruidoso Downs Running Aces Harness Park Saddle Brook Park Sam Houston, Turfway Park TVG Chester TVG Network Saratoga Harness Raceway Saratoga Bets (ADW) Scarborough Scioto Downs Seabrook Greyhound Social Gaming Sol Mutuel Southland Greyhound Sports Creek Raceway State Fair (Lincoln, NE) Suffolk District OTB Suffolk Downs Sunland Park SunRay Park & Casino Tampa Bay Downs Taunton Acct Wagering Taunton Dog Track Inc. The Downs at Albuquerque Thistledown Tioga Downs Tri-State GH (Mardi Gras) Turf Paradise Turf Paradise Bets (ADW) TVG Prairie Twin River Greyhound TwinSpires TwinSpires High Volume Velocity Wagering Ltd. Venezuela OTB Vernon Downs WatchandWager Western OTB Wheeling Downs Will Rogers Downs Wyoming OTB Wyoming Downs XpressBet Yonkers Raceway Yonkers ADW Youbet Group 1 Zia Park 123Gaming / Separate Pool Locations Camarero (Puerto Rico) Caymanas (Jamaica) Codere (Mexico/Spain) MIR Books (Caliente) NDS Books (Nevada) Tabcorp (Australia) Tattsbet (Australia) New Zealand Racing Board / Canadian Locations: Alberta Downs, Assiniboia, Barrie, Charlottetown, Clinton Teletheatre, Dresden, Elmira Raceway, Evergreen Park, Exhibition Park, Flamboro Downs, Fraser Downs, Fort Erie, Frederiction Raceway, Georgian Downs, Grand River, Hanover Raceway, Hastings Park, Hiawatha, Hipodrome de Quebec, Inverness Raceway Kawartha Downs, Marquis Downs, Mohawk, New Brunswick, Northlands, Northside Downs, Picov Downs, Quinte Raceway, Rideau Carlton, Rocky Mountain Turf Club, Royal Britiana Hub, St. Johns, Sudbury Downs, Summerside, TBC Sandown, TBC Teletheaters, Truro Raceway, Valley Greyhound Park, Western Fair, Woodbine,

- F. California minisatellite wagering facilities the fair proposes to offer its live audiovisual signal: OC Tavern & Sports Bar, San Clemente; Commerce Club, City of Commerce, Firehouse Restaurant, Bakersfield, Santa Clarita Lanes, Santa Clarita, Tilted Kilt, Thousand Oaks, Sammy's Restaurant & Bar, Mission Viejo.
- G. List the host tracks from which the fair proposes to import out-of-state and/or out-of-country Thoroughbred races. Include the dates imported races will be held and whether a full card will be accepted. If the full card will not be imported, state "selected feature and/or stakes races". N/A

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 fifty (50) imported Thoroughbred races statewide. The limitation of fifty 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
See 11D		

- H. List imported simulcast races the fair plans to receive during the racing meeting 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
Los Alamitos	Quarter Horses	Per CHRB Calendar	Full Card
Cal Expo	Standardbreds	Per CHRB Calendar	Full Card

- I. 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 agreement by the appropriate racing association(s).

NOTICE TO APPLICANT: All interstate wagering to be conducted by a fair 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 a fair 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 fair shall pay to the simulcast organization within three (3) calendar days following the closing of wagering for each 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 vaning deductions. Every fair shall pay to its Paymaster of Purses' account within three calendar days following the closing of wagering for each 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. RACING OFFICIALS, OFFICIALS, AND OFFICIATING EQUIPMENT

- A. Racing officials nominated:

Association Veterinarian(s)	Mike Parker
Clerk of Scales	Kenneth Sjoldal
Clerk of the Course	Tina Walker
Film Specialist	Kenny Fowler
Horse Identifier	Gary Greiner
Horseshoe Inspector	Augustine Rayas
Paddock Judge	Danny Winick
Patrol Judges	Kenny Fowler
Placing Judges	Steve Martinelli & Morgan Schlessler
Starter	Todd Stephens

Timer Melody Truitt

B. Management officials in the racing department:

Director of Racing	Larry Swartzlander
Racing Secretary	Tom Doutrich
Assistant Racing Secretary	Linda Anderson
Paymaster of Purses	Heather Haviland
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, 13136 Ivey Road, Harald, CA 95638 916-956-3914

D. Photographic device to be used for photographing the finish of all races, name of the person supplying the service, and expiration date of the service contract: Plusmic Corporation USA – Bill O’Brien (Expires 12/7/22)

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 Communication, Inc. – Jim Porep) Contract (Expires 4/30/28) Equipment description on file with the Board: 5 Cameras – (3 Tower, 1 Pan, 1-Hand Held)

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: Pegasus Communication, Inc. – Jim Porep - Contract (Expires 4/30/2028)

14. 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. Acting Chief Everest Tobillrd - 916-263-3050; Organizational chart Attached.

B. Estimated number of security guards, gatemen, patrolmen, or others to be engaged in security tasks on a regular full-time basis: Gate Person 9 Police Officers, - 5 supported by roving patrol and 3-110 member Cal Expo Police Department.

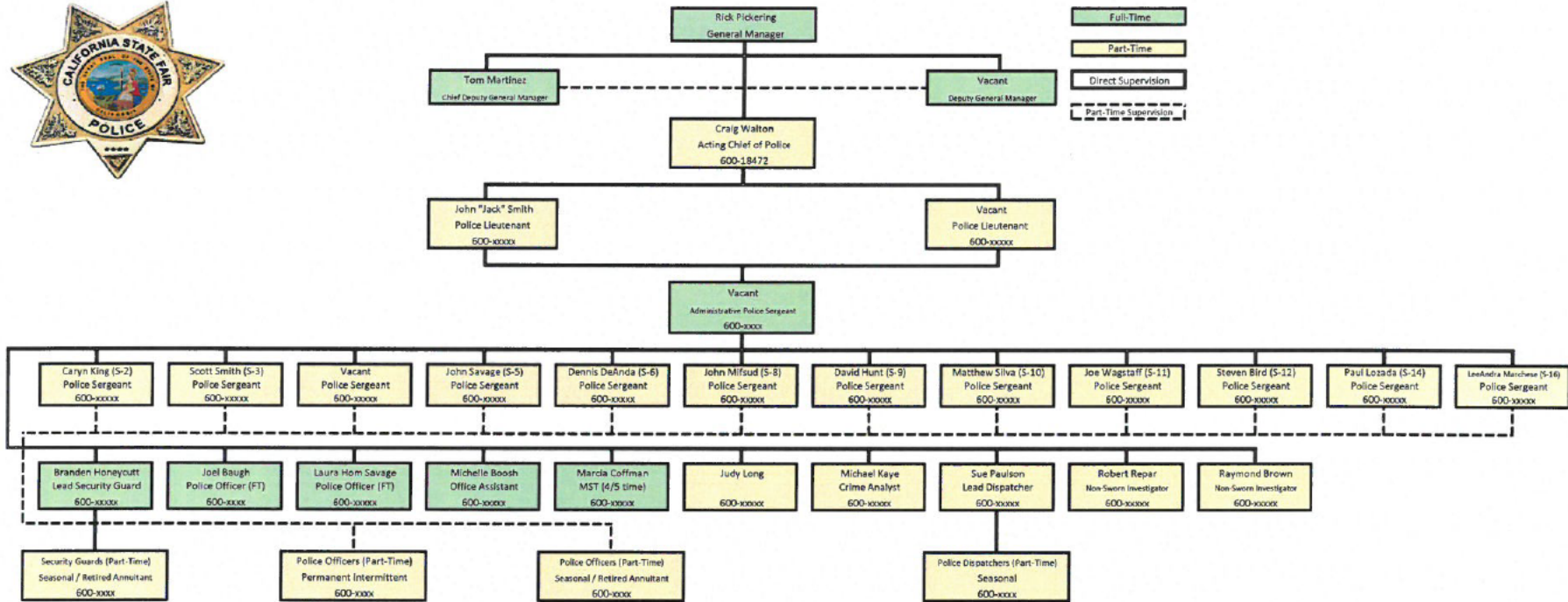
1. Attach a written plan for enhanced security for graded stakes races and races of \$100,000 or more, to include the number of security guards in the restricted areas during a 24-hour period and a plan for detention stalls.

2. Detention Stalls:

- Attach a plan for use of graded stakes or overnight races.
- Number of security guards in the detention stall area during a 24-hour period. One.
- Describe number and location of surveillance cameras in detention stall area. Surveillance cameras at each end of the detention shed row and two in between.

3. TCO2 Testing:

- Number of races to be tested and number of horses entered in each race to be tested. All horses in thoroughbred races where the number is determined by a random algorithm



Full-Time
Part-Time
Direct Supervision
Part-Time Supervision

- generator.
 - b. Plan for enhanced surveillance for trainers with high-test results: Trainer with high test results will be moved to the detention area.
 - c. Plan for detention stalls for repeat offenders: Ten (10) stalls adjacent to Test Barn, which are under 24-hour video surveillance.
 - d. Number of security personnel assigned to the TCO2 program: One (1) 24-hour security guard when detention stalls are occupied.
- C. Describe the electronic security system. CARF surveillance equipment and program that travels between racing fairs.
- 1. Location and number of video surveillance cameras for the detention stall and stable gate: 4 surveillance cameras monitoring this area.

15. EMERGENCY SERVICES

- A. Name, address, and emergency telephone number of the ambulance service to be used during workouts and during racing: American Medical Response, 1101 Fee Dr., Sacramento, CA 9515 916-563-0838
- 1. Attach a certification from the ambulance service(s) listed in 15.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: American Medical Response; 1041 Fee Dr. Sacramento, CA 95815; 800-913-9112
- 1. Attach a certification from the ambulance service(s) listed in 15.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 facility and racetrack ambulance contain all equipment and supplies necessary for advanced life support of any emergency and in compliance with all Sacramento County and California Highway Patrol requirements. The racetrack ambulance is staffed by 1 paramedics and emergency medical technician and the on-site first aid facility is staffed by paramedics and emergency medical technicians. The equipment list attached can be found on the Sacramento County EMS web site and here is that link to the PDF.
<http://www.dhhs.saccounty.net/PRI/EMS/Documents/PoliciesProceduresProtocols/200/PP-2030%20Advanced%20Life%20Support%20Inventories.pdfz>
- D. Name and emergency telephone number of the licensed physician on duty during the race meeting: Donald Lang, N.P. 408-396-3757
- 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: UC Davis Medical Trauma Center Specializing as a Level 1 Trauma Center 2315 Stockton Blvd., Sacramento, CA 95817 916-734-2011; 3 Miles Sutter Medical Center 2801 L Street Sacramento, CA 95816 916-887-0000; 3.4 Miles Kaiser Permanente Hospital Specializing in orthopedic and cardiac treatment 2025 Morse Ave. Sacramento, CA 95825 916-817-5660 2 Miles Mercy General



April 14th, 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. All of our paramedic staff are licensed with the California Emergency Medical Services Authority (EMSA) in addition to being accredited by the LEMSA (local emergency medical services) in the area(s) in which they are practicing. The current status of any Paramedic License can be verified by CA EMSA on their website: <http://www.centralregistry.ca.gov/Search.aspx>. In addition to annual inspections by the LEMSA, our vehicles are inspected and permitted annually by the CHP. Specific personnel licenses or vehicle permits are available for viewing on request at the local AMR Sacramento office.

Please feel free to contact me if you require further information.

Sincerely,
Mark Mendenhall
Operations Manager
AMR – Sacramento County

Hospital Specializing in cardiac treatment 4001 J. St., Sacramento, CA 95819 916-453-4553 1 ½ 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): Marcia Shell; Assistant General 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 fair and the number of the insurance policy (if self-insured, provide details): California Fair Services Authority
- 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 fair 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 (2) 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.

16. CONCESSIONAIRES AND SERVICE CONTRACTORS

- A. 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: Food Service-Spectre, LP, 4501 Pleasanton Drive, Pleasanton, CA 94566
- B. Does the fair plan to provide its own concessions? Yes No

17. 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: The total media buy for the 2022 California State Fair is \$800,000 with an estimated \$400,000 in trade and promotions. Horseracing advertising, promotions and marketing will be included in the overall messaging.

Item #15F English:**California State Fair Racing Accident Procedures**

In case of an accident on the racetrack, the following procedures are to be implemented:

Track Ambulance

The track ambulance will travel immediately to the scene of an accident and assume triage and patient care responsibilities and evacuate.

Security

1. As soon as possible, a member of the track security staff shall report to the scene of the accident and thereafter take direction from the EMT responsible for the accident scene management. The track security representative shall be responsible for keeping bystanders away from the accident scene.
2. A member of the track security staff shall proceed to the Jockey's Room to secure the ambulance transfer area and prevent visitation from bystanders away from the accident area.
3. A member of the track security staff shall be responsible for escorting emergency vehicles.
4. The security staff shall be responsible for all "crowd control" activities.

Racing Staff/Track Veterinarian

1. Upon arrival at the scene, the Outrider should hold the injured horse in order to prevent further harm to people, horses and property.
2. Horses with severe injuries should be transported off the track via the horse ambulance whenever it is practical to do so.
3. The track veterinarian shall make the decision as to the necessity of euthanasia on the track.
4. The screen blocking the public's view of the injured horse shall be set-up prior to the euthanasia procedure.
5. Outriders are responsible for the removal of any debris from the racetrack following the removal of the injured person or horse from the track.

Plant Staff

1. The Horse Ambulance shall travel immediately to the scene of an accident whenever it appears that a horse will require transport.
2. Members of the plant department who are near the accident site shall assist in screening the accident scene from the public view and shall take direction from the EMT that is responsible for the management of the accident scene.

Announcer

The announcer shall make riders aware of the details of the situation (such as the location of a loose horse, the necessity to pull up, etc), enabling them to take the necessary steps to mitigate additional problems.

Senior Management

1. A senior management representative should quickly proceed to the location on the racetrack where the accident has occurred. The manager should report to other members of the management team as to the accident status.
2. An additional member of the management team should report to the video department in order to monitor the scene and determine the extent of video coverage to be transmitted to the public.
3. A member of the management team should provide input as to announcements to be made by the track announcer.
4. A member of the senior management team should be responsible for seeing that information regarding the accident is communicated to family members of the injured. Efforts need to be made to escort family members to the hospital, if necessary. In this regard, a current compilation as to who should be notified in the case of an injured jockey is kept on file.
5. All public address announcements and responses to press inquiries are within the sole purview of the senior member of the management team then available.

All Department Heads

All Department heads shall communicate to their employees that, although intentions are good, the treatment of the injured rider must be left up to trained personnel, and all other employees must stay away from the scene of an accident.

Item #15 F Spanish:

Procedimiento en caso de Accidente en California State Fair

De ocurrir un accidente en el hipodromo, se debe hacer lo siguiente:

El personal de la Ambulancia

El personal de la ambulancia trasladarse inmediatamente al lugar del accidente siempre que lo necesario para tratar a la(s) víctima(s).

Seguridad

1. Tan pronto como sea posible, un miembro de seguridad del hipodromo deberá reportarse al lugar del accidente y desde ahí recibir las instrucciones del Paramédico responsable del lugar del accidente. El miembro de seguridad será responsable de mantener a los transeúntes fuera del lugar del accidente..
2. Un miembro del departamento de seguridad del hipodromo se acercará al cuartel del jockey para asegurar el área donde la ambulancia estará y prevenir que transeúntes y personas ajenas se acerquen.
3. Un miembro de seguridad del hipodromo será responsable de escoltar a los vehículos de emergencia..
4. Los miembros de seguridad serán responsables de controlar a la multitud.

Personal de Carreras/Veterinario del hipodromo

1. Una vez en el lugar del accidente, el Outrider/escolta deberá sujetar al caballo herido para evitar que lastime a la gente, a otros caballos o a la propiedad.
2. Los caballos muy mal heridos deberán ser sacados de la pista con la ambulancia para caballos, siempre que sea posible hacerlo de esa manera.
3. El veterinario del hipodromo deberá decidir si se sacrifica al caballo en la pista.
4. Sea posible hacerlo, se debe colocar la pantalla/screen para tapar la vista al público, antes de iniciar el procedimiento de sacrificio del animal.
5. Los Outriders son responsables de remover cualquier desecho en la pista después de que la persona o caballo accidentado haya sido trasladado del lugar.

Personal de Planta/Plant Staff

1. La Ambulancia de Caballos debera trasladarse inmediatamente al lugar del accidente siempre que un caballo este severamente lesionado y necesite transporte.
2. Los miembros del departamento de planta que esten cerca del accidente deberan ayudar a fapar el lugar para que el pulico no pueda ver lo que sucede, ademas deberan recibir instrucciones del Paramedico responsable del lugar del accidente.

Locutor

El locator debera informar a los jinetes acerca de los detalles de la situacion (como la ubicacion del caballo suelto, la necesidad de adelantar, etc.) para que puedan hacer lo necesario y mitigar otros problemas.

Gerencia

1. Un representante de la gerencia se apersonara rapidamente al lugar del accidente en el hoipodromo. El genente informara a los otros gerents sobre las lesions sufridas.
2. Otro representante de la gerencia debera informar al departamento de videio para monitorear la escena y ver la cobertura de video que sera transmitida al publico.
3. Un miembro de la gerencia debera aportar con informacion sobre los anuncios que debera hacer el locutor.
4. Un miembro de la gerencia sera responsable de ver que la informacion con respecto al accidente sea dada a los familiars de los heridos. Se debe hacer lo necesario para acompanar a los familiars a los hospitals, de ser el caso. Al respecto, es necesario tener un registro de la persona a quien se debe comunicar en caso de que un jockey sufra un accidente.
5. Todos los anuncios publicos y respuestas a la prensa las realice unicamente el funcionario de gerencia de alto nivel que se encuentre disponible en ese momento.

Todo los Jefes de Departamento

Todos los Jefes de Departamento deben comunicar a sus empleados que, a pesar de que las intenciones sean buenas, el tratamiento de un jinete/jockey herido debe ser realizado por el personal calificado para ello, y todos los demas empleados deben permanecer lejos del lugar del accidente.



Alameda County Fire Department
FIRE PREVENTION
www.acgov.org/fire

WILLIAM L. McDONALD
Fire Chief

**COUNTY
FIRE PREVENTION**
6363 Clark Street
Dublin, CA 94568
Tel (510) 632-3473
Fax (925) 875-9387

**DUBLIN
FIRE PREVENTION**
100 Civic Plaza
Dublin, CA 94568
Tel (925) 833-6606
Fax (925) 829-9248

**EMERYVILLE
FIRE PREVENTION**
1333 Park Avenue
Emeryville, CA 94608
Tel (510) 596-3759
Fax (510) 450-7812

**NEWARK
FIRE PREVENTION**
37101 Newark Blvd.
Newark, CA 94560
Tel (510) 578-4218
Fax (510) 578-4281

**SAN LEANDRO
FIRE PREVENTION**
835 E. 14th Street
San Leandro, CA 94577
Tel (510) 577-3317
Fax (510) 618-3445

**UNION CITY
FIRE PREVENTION**
34009 Alvarado-Niles Road
Union City, CA 94587
Tel (510) 675-5470
Fax (510) 487-2117

March 11, 2022

Jerome Hoban, CEO
Alameda County Fair
4501 Pleasanton Avenue
Pleasanton, CA 94566

RE: Annual Stable Area Inspections

Dear Mr. Hoban:

ACFD conducted inspections of the stable area on 3/1/2022 and 3/8/2022. Only maintenance items were present in the facility. No fire code violations were present as of the 3/8/2022 inspection.

Sincerely,

Bonnie S. Terra
Division Chief



May 13, 2022

To: California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, Ca 95815

Re: California Exposition
1600 Exposition Blvd
Sacramento, CA 95815

Please be advised that the California Exposition is a member of the California Fair Services Authority (CFSA), and participates in the following self-insurance and loss pooling programs which are administered by CFSA:

I. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY PROGRAM

- A. Primary Coverage \$250,000 self-insured retention California Fair Services Authority
Coverage continuous until cancelled
- B. Excess Coverage (a) Workers' Compensation: Statutory Limit in excess of \$250,000
 (b) Employers' Liability: \$4,750,000 in excess of \$250,000
Coverage provided by CSAC Excess Insurance Authority
Term: 7/1/2022 to 7/1/2023

CFSA represents to the California Horse Racing Board that within the above limits, terms and provisions of the coverage stated, to the extent provided by law, CFSA will provide defense, payment, and indemnification on loss funding in accordance with the terms of the contractual assumption of the California Exposition as set forth in California Horse Racing Board's "Insurance Requirements".

You will be given at least thirty (30) day notice of any change in the foregoing information. We trust that this commitment will satisfy your insurance requirements.

Please feel free to contact this office on all matters including possible claims.

Sincerely,

Mario Castagnola
Risk Analyst

Promotional/Marketing budget for prior race meeting: The total media buy for the 2019 California State Fair was \$800,000 with an estimated \$400,000 in trade and promotions. Horseracing advertising, promotions and marketing will be included in the overall messaging.

- C. Number of hosts and hostesses employed for meeting: 8
- D. Describe facilities set aside for new fans. Reserved grandstand seating will be made available to blue ribbon season pass holders. We will also offer horse racing 101 workshops, and are working on securing new group events that will be held on the grass area to the left of the apron. New tote board signage and new entryway signs will also enhance the customer experience. New events that will be taking place National Wiener dog races, California State Fair Corn hole competition, California State Fair Brew Fest and the California State Fair Car Show.
- E. Describe any improvements to the physical facility in advance of the meeting that directly benefit:
1. Horsemen see below
 2. Fans see below
 3. Facilities in the restricted areas \$100,000 inside racing rail was installed. Enhanced Security System throughout Miller Lite Grandstand. A new betting system was installed. The Miller Lite Racetrack Grandstand was re-wired for better data transfer. Replaced 102 T.V.'s with high def. flat screen T.V.'s. Improvements were also made to the backstretch laundry facilities. New water-efficient toilets were installed throughout Cal Expo, including the Miller Lite Racetrack Grandstand. Cal Expo opened the new employee break room in the backstretch. An emergency safety horn was implemented for thoroughbred training. \$1 million roof replacement on the Satellite wagering and racing facilities. Updated security on back stretch. Marketing Plan: Nearly \$1.9 million in cash and approximately \$400,000 in in-kind advertising will be spent on marketing efforts to draw the Sacramento region and San Joaquin Valley to the 2019 California State Fair and Thoroughbred Horse Racing Meet. Additional marketing through online discount offers will take place. The blue ribbon will continue to brand the State Fair as a celebration of living in the moment in all of the marketing elements. Marketing tactics: Broadcast TV/Cable advertising 5 weeks of ads leading up to and during the Fair. English and Spanish ads. Horse racing is a featured attraction. Radio advertising 8 weeks of recorded radio ads. 2-week flight for advance ticket sales in April and 6 weeks leading up to and during the Fair. English and Spanish ads in the Sacramento and Stockton Markets. On-site and on-air promotions. Outdoor advertising 23 high traffic billboards. Thoroughbred Horse Racing will be featured on Digital and Static Billboards. Nearly 45 million estimated impressions. Transit shelters in midtown Sacramento and high traffic commuter areas. Print advertising Sacramento Bee, Sactown Magazine, Sacramento Magazine, Sacramento News & Review, Sacramento Observer, Outward Magazine, Dozens of Community Newspapers, 20,000 flyers and postcards delivered to potential competitive exhibitors and community events. Digital Marketing Banners (Desktop & Mobile). Automated box seat marketing campaigns to targeted lists (previous purchasers and area businesses). Online video. Social advertising via Facebook and Twitter. Daily emails/newsletters highlighting events and activities as the Fair. Social Media Outreach. Daily posts on Facebook, Twitter and Instagram. Live streaming via Facebook and Instagram. Awards and Recognition International Association of Fairs and Expositions (IAFE) Best of Show, Best Marketing Campaign and 13 other First Place Categories. 16 Western Fair Association media and marketing awards. American Advertising Federation - Sacramento ADDY Gold Award for Overall Marketing Program. Facebook Likes: 183,864. Twitter Followers: 9,549. Instagram Followers: 8,825.

18. SCHEDULE OF CHARGES

- A. List proposed charges. Note any changes from previous year.

- 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. Inside Rail- Maw Safe Rail Outside Rail- Steriline Aluminum Racing Rail Both rails will be set at 38" to 42" from the level of the race course
- E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474: Steve Wood
- F. Attach a Track Safety Maintenance Program pursuant to CHRB Rule 1474.
- G. If the fair 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.

22. DECLARATIONS

- A. All labor agreements, concession and service contracts, and other agreements 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. 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, that remain in effect for the entire term of the meeting, except as follows (if no exceptions, so state): No exceptions.
- E. Absent natural disasters or causes beyond the control of the fair, 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 fair, 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.

23. 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 fair to attest to this



2022

Race Meet Agreement

BETWEEN

**CALIFORNIA AUTHORITY OF
RACING FAIRS**

AND

**THOROUGHBRED OWNERS OF
CALIFORNIA**

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2022 RACE MEET AGREEMENT

CALIFORNIA AUTHORITY OF RACING FAIRS

AGREEMENT

THIS AGREEMENT is entered into between the CALIFORNIA AUTHORITY OF RACING FAIRS, a joint exercise of powers agency ("CARF") representing those of its members identified in Attachment A (and Section 2.1), herein referred to as "TRACK" or "TRACKS" unless otherwise specifically designated, and the THOROUGHBRED OWNERS OF CALIFORNIA, INC., a California Corporation ("TOC").

WHEREAS, TRACK AND TOC, in order to avoid controversies between them and to insure orderly commencement and conduct of race meetings for the further purpose of providing for an orderly, uniform and mutually acceptable method of stakes and overnight purse distribution have agreed as follows:

**I.
TERM**

1.1 This Agreement shall be applicable to the thoroughbred races conducted by TRACKS under licenses from the California Horse Racing Board ("CHRB") during the calendar year 2022.

**II.
STATUS OF THE PARTIES**

2.1 TRACKS. Each TRACK is a California Exposition and State Fair, county fair or district agricultural association (fair), organized and existing under the laws of the State of California.

For purposes of conducting thoroughbred horse racing at fair race meetings, TRACK is licensed to do so by the CHRB, and is subject to the applicable provisions of the California Horse Racing Law (Chapter 4, Division 8, California Business and Professions Code).

TRACK is a Member or Associate Member of the California Authority of Racing Fairs ("CARF"). CARF is a joint exercise of powers agency pursuant to California Government Code, Articles 1 and 2, Chapter 9, Division 7 of Title 1. CARF has been designated by TRACK to represent, negotiate, and contract on their behalf with TOC for the matters specified in this agreement.

CARF warrants and represents that it has been expressly authorized by TRACKS to enter into this agreement, and that this agreement shall be binding upon all such TRACKS, their members, agents, employees, and officials during the term of the agreement. The TRACKS specifically authorizing CARF include the: Alameda County Fair; Humboldt County Fair; California Exposition and State Fair; and the Fresno District Fair.

2.2 TOC. TOC is a California Corporation in good standing. TOC represents and warrants that it is the Organization acknowledged by the CHRB pursuant to its Rule 2040 to represent owners of thoroughbred racehorses and is, pursuant to CHRB Rules 2041, 2042 and 2043, authorized to enter into agreements binding upon its members and TRACK.

III.

DISTRIBUTION OF PARIMUTUEL TAKEOUT; PAYMENT TO CTT AND TOC

3.1 CARF and TRACKS, and TOC acknowledge and agree that disbursements made by TRACKS to TOC and California Thoroughbred Trainers, Inc. ("CTT"), and to the horse owners in the form of purses, will be governed by the applicable provisions of the Horse Racing Law.

3.2 (a) TRACKS agree that they will pay and distribute in stakes and overnight purses, during the term hereof, a sum equal to 97% of the Gross Distribution and to pay to TOC and CTT the remaining 3% as provided in Section 19613(d) of the California Business & Professions Code. Specifically, TRACK shall pay 1% for administrative expenses and services rendered to horsemen, two-thirds (2/3) of which shall be paid to TOC and one-third (1/3) of which shall be paid to CTT; 1% for welfare funds, to be paid to CTT, in trust, for the California Thoroughbred Horsemen's Foundation, Inc.; and 1% for a pension program for backstretch personnel to be administered by CTT.

(b) Before distribution of stakes and purses, the Gross Distribution shall be reduced by up to an additional 1-3/4%, as directed by TOC, paid to NTRA as authorized in Section 19613.05(a) of the California Business and Professions Code.

3.3 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, further, 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.

CARF and TRACKS agree to provide to TOC a final accounting of all purse monies paid, including all other added and other horsemen's monies, as well as all deposits made by horsemen into their individual Horsemen's Bookkeeper accounts, by the seventh day following the close of each TRACK's 2022 Meet. Further, TRACK shall pay and fully fund the balance of all such monies to the TOC Horsemen's Paymaster CARF Account by the sixtieth (60th) day after the close of the 2022 Meet in the event of a purse overpayment situation, or by the one hundred and twentieth (120th) day in the event of a purse underpayment situation, and shall provide with a statement indicating the method of calculating such payment, except for those purse moneys generated from 50% of the unspent balance of the 6% Simulcast Operating Fund and from ADW reconciliations. TRACKS agree to pay and fully fund 50% of the estimated unspent 6% Fund and ADW reconciliations to the TOC Horsemen's Paymaster CARF Account by the 60th (sixtieth) day after the close of the Fresno Fair 2022 Meet and shall provide TOC with a statement indicating the method of calculating such payment. By the one hundred and twentieth (120th) day after the close of the Fresno Fair 2022 Meet, TRACKS agree to calculate a final true-up of the 6% Simulcast Operating Fund and ADW reconciliations, and pay the difference owed from the prior estimated payment.

IV.

AGREEMENT NOT TO STRIKE OR LOCKOUT, REMEDIES

4.1 It is agreed that the TOC is the organization recognized by the CHRB as the authorized representative of all thoroughbred owners racing at TRACKS and that TOC shall continue as such authorized representative during the term of this agreement.

4.2 TOC covenants that, during the term of this agreement and as long as TRACK is not in violation of the terms of this Agreement or of applicable law, it will not instigate, promote, encourage, or engage in any boycott, strike, or stoppage of any race or race meet at

TRACK, or participate in the withholding or refusal of its performance of this agreement, or in any manner restrict or limit the operations of the TRACK, nor will it encourage any of its members to do so, other than as specifically authorized pursuant to state and federal law.

4.3 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, TRACKS shall recognize TOC as the official organization representing owners at TRACKS' 2022 Meets and shall not file or participate in any action, claim or proceeding seeking the de-certification of TOC as the official and exclusive representative of California thoroughbred owners, nor will CARF and TRACKS engage in a lockout of TOC members.

4.4 Upon proof of TOC's violation of 4.2 above or of a TRACK's violation of 4.3 above, a TRACK or TOC, as the case may be, may give at least forty-eight (48) hours' written notice to the other party of the termination of this agreement, following which termination TRACK or TOC, as the case may be, shall have the right to effectuate such revised terms and conditions of the race meet as are, in TRACK or TOC's sole judgment, as the case may be, reasonably necessary and proper in order to restore and maintain the conduct of the race meeting.

4.5 Since time is of the essence in settling such disputes, in the event of a claimed violation or threat of violating any of the provisions of this agreement, the party claiming such violation, in its sole discretion, shall have the choice of pursuing independently or concurrently either:

- (a) The submission of such claim to the CHRB for resolution; or,
- (b) Submission of such claim directly to an appropriate court for such legal and equitable relief as is appropriate, including money damages, specific performance, and/or injunctive relief.

V. RACING PROGRAM

5.1 (a) Except as otherwise agreed, not more than 15% of the total purse distribution shall be paid as stakes in each race meet during the term of this agreement except for Alameda County Fair whereas purses for stakes races shall not exceed 20% of the total purse distribution.

(b) Unless expressly agreed otherwise by TOC, CARF and TRACKS 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. The 2022 Stakes Schedule is included for reference in Attachment B.

For all other 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 24 (twenty-four) 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 equipped with a video camera, a communications device, and 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.

(c) In 2022, TRACKS will on or before 90 days prior to the opening of their scheduled race meets, submit to TOC its proposed stakes schedule and overnight purse schedule for approval and submit also within 45 days prior to the opening of its scheduled race meet a proposed Condition Book for approval. If TOC does not forward its written objections to TRACK within 30 days of receipt of the proposed schedules, the Book shall be deemed approved. Otherwise the parties shall agree to the purse and stakes schedule as provided for or in Sections 9.1 and 9.2 of this Agreement. When a stakes schedule and overnight purse schedule is approved by TOC, it is agreed that there will be no change to such schedules without first obtaining written approval of TOC. TRACK further agrees to submit to TOC via electronic mail its camera-ready draft of each proposed Condition Book at least seventy-two 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.

5.2 Unless otherwise agreed to by the parties in writing, the minimum purse for an overnight race conducted during the term of this agreement shall be not less than the amounts indicated on Attachment C. The maximum purse for an allowance overnight race or any other overnight race at each meet shall not be more than the lowest stakes race at each such race meet.

5.3 The amount of purse for substantially the same quality horses and substantially the same type condition for a race meet shall not vary without first obtaining the written or faxed approval of the TOC. The division of purses for each race shall be paid in accordance with the percentages shown in this Agreement.

5.4 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 Attachment C. Track shall not schedule any different type of race, provide for different conditions, or change purses from that provided in Attachment C without first obtaining the written approval of TOC, which will not be

unreasonably withheld.

5.5 “Dates” preference for entries will be as agreed upon by the TOC and CARF Racing Secretary.

5.6 The parties agree that races for the amount of \$2,750 (except maidens) or less to the winner will not be considered in eligibility for Thoroughbreds racing at CARF TRACKS.

5.7 (a) Maiden races shall not be written for a claiming price of less than \$5,000.00 for all racing fairs. Claiming races shall not be written for a claiming price of less than \$2,500, except at Humboldt County Fair where claiming races shall not be written for a claiming price of less than \$1,600.

(b) Racing Secretaries will offer an average of two Thoroughbred maiden races per racing day.

(c) When six horses are entered in an allowance race under six separate wagering interests, such race shall be considered filled and shall be run. It is further agreed by the parties that the Racing Secretary shall have the discretion to use 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 except overnight stakes, when seven horses are entered under at least seven separate wagering interests, such race shall be considered filled and shall be run.

(d) In the event that any overnight stakes race has entries with less than five (5) separate wagering interests with at least three different trainers, and TRACK desires to cancel such overnight stakes race, TRACK shall inform TOC of its desire reasonably in advance.

(e) TRACK shall not cancel any non-overnight stakes race without first obtaining the approval of TOC, which will not be unreasonably withheld. In the event a stakes race is canceled following approval by TOC, owners who did enter shall be reimbursed out-of-pocket expenses, including nomination and other fees, veterinary, and transportation expenses to TRACK and return from an off-site stabling location.

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

such preference when races are published.

5.8 Purses for all races run at the \$10,000 level and below during the 2022 Meet will be divided as follows:

- Fifty-five percent (55%) shall be paid to the winning owner;
- Twenty percent (20%) for second;
- Fifteen percent (15%) for third;
- Seven and one-half percent (7.5%) for fourth; and,
- Two and one-half percent (2.5%) for fifth;

Purses for all races run above the \$10,000 level and above during the 2022 Meet will be divided as follows:

- Sixty percent (60%) of the purse to the winning owner;
- Twenty percent (20%) for second;
- Twelve percent (12%) for third;
- Six percent (6%) for fourth; and,
- Two percent (2%) for fifth.

5.9 A "Participation Purse" in the amount of \$450.00 as determined by TOC in its sole discretion 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.

5.10 When the potential for a significant minus pool is recognized by a Host Track in any California zone or by TOC, it is agreed that each party shall be notified in advance. It is further agreed that the Host Track where the race takes place shall make its best effort to avoid the occurrence of a significant minus pool.

VI.

CALIFORNIA-BRED INCENTIVE PROGRAM

6.1 California-Bred Incentive Program and Allowance Purse Increase.

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 qualifying claiming races, but including overnight stakes races, allowance races, and non-claiming maiden races shall be paid by TRACKS 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

California-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 California-bred who has won its first condition in a race restricted to California-breds remains eligible for its first condition in an open race and is entitled to the owner premium mentioned above. Additionally, a win by a California-bred horse in a California-bred race for non-winners other than maiden or claiming shall not count against that horse with respect to any open race for non-winners, 2X, 3X, 4X, etc. 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.

Furthermore, CARF and TRACKS and TOC agree pursuant to Section 19614.4 (d) of the California Horse Racing Law that TRACKS shall pay on a periodic basis during and after the meets, from purse revenues generated, to the official registering agency for the purpose of the California-bred bonus program an amount equal to the amount determined in paragraph (3) of subdivision (b) of Section 19617.2, and that amount shall be used for California-bred incentive awards. CARF and TRACKS shall obtain TOC's prior authorization to pay these amounts and provide periodic and end-of-meet reconciliation reports.

VII. MUTUAL COOPERATION

7.1 (a) CARF and TRACKS, and TOC represent to and agree with 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 advisable and to their mutual best interests that any differences of opinion between them with respect to 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.

Such matters include but are not limited to parking and seating facilities for owners and trainers, the provision of clockers at auxiliary training facilities, and the like. Each party agrees to cooperate with the other to promote, foster and retain public good will toward thoroughbred racing by conducting racing at TRACKS on the highest possible plane, and to maintain the highest standards of fairness and honesty.

(b) For purposes of any paragraph in this agreement which requires consultation, joint action, or written action by either party, the party designated herein shall have the authority to do all acts and make all decisions necessary to perform this agreement. Notices required to be given under this section shall be sent by certified mail, return receipt requested, postage prepaid as set forth in paragraph 18.7.

(c) Nothing in subsection (b) shall prohibit the parties from authorizing other

persons, not to exceed three, to consult with each other's representatives and adjust and resolve minor or routine matters not requiring the final approval of a parties' authorized representative.

VIII. STALL APPLICATIONS AND AUXILIARY TRAINING FACILITIES

8.1 TRACKS shall provide stalls for thoroughbred horses at each Track in an amount not less than the amount derived by multiplying the total number of stalls at the Track by the result obtained by dividing the number of scheduled thoroughbred races by the total of all scheduled races.

8.2 TRACK shall provide such auxiliary training facilities as are required to be provided pursuant to the Horse Racing Law and Rules and Regulations of the CHRB, or as the parties may otherwise agree. The location, dates of availability, conditions of availability, and amount of stalls at such auxiliary training facilities are designated on Attachment D hereto.

8.3 (a) TRACK shall distribute Stall Applications not less than 30 days prior to the commencement of each race meeting. Contingent on Horsemen receiving Stall Applications timely horsemen shall submit completed applications not less than 22 days prior to the scheduled commencement of the meeting. Stall applications will be granted to approved horses at least 15 days prior to the commencement of the race meet. If a horseman requests and is approved stall space at TRACK, but is unable to ship in, he shall give at least seven days' notice to TRACK. TRACK may reassign those stall(s) upon horseman's failure to give notice. TRACK agrees that, in the allocation and assignment of stall space and in all other respects, it will not discriminate in any way against any owner or trainer.

(b) If any owner asserts that he or she has been discriminated against by TRACK or the Stall Committee in the awarding of stalls, then the owner so claiming shall submit his or her claim to TOC, and if TOC finds the claim meritorious may represent the owner and present such grievance to TRACKS and if appropriate to the CHRB.

(c) It is agreed that stall allocations shall be made primarily on the basis of the quality and condition of the horses for which stall space is requested, the availability of stall space and the character of the meets contemplated to be held by TRACKS. TRACKS shall endeavor to accommodate California domiciled trainers and California Bred Thoroughbreds in allocating stall spaces. A disproportionate share of stalls shall not be allocated to trainers domiciled out of state.

(d) It is agreed that horsemen occupying stalls at any TRACK shall enter their horses in races for which they are eligible, unless the horses are physically unfit to race. Stall rental charges for horses that do not participate in the race meet will be as described in

Attachment D.

8.4 (a) Horses not properly identified or whose identity cannot be reasonably established by the Official Horse Identifier shall be denied stall space.

(b) TRACKS reserve the right to deny stall space to any owner/trainer whose accounts with any member of CARF are delinquent. Each TRACK is responsible to provide a current update to CARF and the specific horsemen for accounts receivable.

8.5 A Horsemen-Management Committee may be created, composed of such members of TOC as it may designate, and the General Manager, Racing Secretary or other administrative officials to be designated by TRACKS. All matters concerning problems of the Horsemen with the TRACKS, other than track surface conditions, will be referred to this Committee in an effort amicably and equitably to adjust and resolve any problems which may arise.

In making its determination as to the availability of stall space for each such horse TRACK shall adhere to the following standards:

(a) Recently fired, blistered, or horses upon which surgery has recently been performed, or horses having a veterinary problem which prevents the horse from competing at the race meet, shall be denied stall space.

(b) The past performance of horses four years old and older may be considered in determining their eligibility for stall space.

(c) Horses not having qualifications consistent with the types of races scheduled in the TRACKS' condition books or which fail to meet the minimum conditions for eligibility published therein shall be denied stall space.

(d) Horses found not fit to race shall vacate TRACKS' stall space within 48 hours.

8.6 (a) Unless required by the Horse Racing Law or the Rules and Regulations of the CHRB, or pursuant to agreement by shareholders of NCOTWInc, TRACKS shall have no responsibility to reimburse horsemen or to otherwise pay for the vaning of horses stabled off track.

(b) TRACKS shall pay for tattooing only for horses entered to race on the overnights. TRACK shall publicize this procedure during the two weeks prior to Pleasanton on the stable loudspeakers at Golden Gate Fields and Pleasanton, and on the bulletin boards and on the overnights at each TRACK.

8.7 TRACKS with available trailer spaces shall make their best effort to give preference to owners and trainers for vacant trailer spaces. Reservations shall be mailed by applicant to TRACK not less than 22 days prior to the opening of the race meet.

8.8 TRACK agrees to make its stalls, barn area and racetrack available without charge to horsemen and have the same in good condition at least 10 days prior to the commencement of its race meet. TRACKS agrees that their main tracks will be open, available and in condition for training at no charge to horsemen for at least (3) days following TRACKS' 2022 Meet.

8.9 TRACKS will maintain their racing surfaces in good condition for thoroughbred racing and training and agree to promptly rectify any condition unsafe to racehorses during their meet. Golf courses controlled by TRACKS shall be limited to play during each day from early morning to two hours before the first post. TRACKS shall not conduct any activity on the racing surfaces hazardous to horsemen or horses.

8.10 TRAINING FACILITIES - At all times when TRACKS are being used as a RACE MEET, TRACKS will cause their main track to be open at 6:00 A.M. and to remain open until 10:00 A.M. every day of the week.

8.11 TRACKS agree to wash or otherwise clean the racing colors or "silks" of owners with horses competing in the 2022 Meet. Such cleaning shall occur on the day that 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.

8.12 The following are the workout criteria that will be in effect for the 2022 agreement. The minimum official, recorded workout distances and number of works for horses to run at the 2022 Fair meetings are as follows:

- a) Two year olds:
 - i) First time starters in races under six furlongs: three works, one of which is at least one-half mile and a gate OK;
 - ii) First time starters in races six furlongs or over: three works, one of which is at least five-eighths mile and a gate OK.

- b) Three year olds and up:
 - i) First time starters under six furlongs: three works, one of which is at least one-half mile and a gate OK.
 - ii) Six furlongs and over: three works, one of which is at least five-eighths mile and gate approval

- iii) Non-starters for:
 - a) 30 days: one work at least three-eighths mile within those 30 days;
 - b) 60 days: two works, one of which is at least one-half mile with one of the works being within the past 30 days;
 - c) 90 days: three works, with at least two works during the last 60 days, one of which is at least one-half mile and for races six furlongs or longer a five-eighths work is required, 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 five-eighths mile work since that race, except for two-year olds running less than five-eighths 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 prior to entry.
- e) Imported Horses: The workout requirement will be waived for horses entering in a stakes race within seven days of clearing USDA quarantine, provided that the country-of-origin's racing jurisdiction has no provision for timed workouts.

8.13. No owner, trainer, or veterinarian may have possession of any shockwave therapy or equivalent device while within TRACK's enclosure during the 2022 Meet, except as expressly authorized by TRACK. Any owner, trainer, or veterinarian found to be in possession of such device(s) during the 2022 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.

8.14. 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).

8.15. 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 11:00 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.

8.16. Unless agreed otherwise in writing by the parties, TRACKS agree 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 line during the TRACKS’ 2022 Meet, both on the main track and turf course, where appropriate.

8.17. TRACKS agree that should they 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. CARF and TRACKS, 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.

IX. PURSE AND STAKES SCHEDULES, OVERPAYMENT AND UNDERPAYMENT OF PURSES

9.1 CARF or TRACKS shall contact the TOC immediately when a TRACK becomes aware or has cause to believe that there may be a shortage of entries in stakes races or that there may be some other reason to cancel a stakes race. TRACKS shall provide to the TOC the names and past performances of each horse nominated in a stakes race that TRACK may desire to cancel.

9.2 Pursuant to the authorization described in Business and Professions Code Section 19542 and Section 19606.4, the CARF Fairs, which conducted live horse racing in 2022, agree to consolidate administration and distribution of purses, including consolidation of purse underpayments and overpayments for all Fair horse racing meetings conducted in Northern California. This agreement shall apply to Thoroughbred purses generated and Thoroughbred purses paid at Fairs and shall also extend to those purses generated and purses paid during a combined Fair meeting conducted pursuant to Food and Agriculture Code Section 4058. The CARF Fairs including Alameda County Fair; Humboldt County Fair; California Exposition and State Fair; and, the Fresno District Fair hereby designate CARF, a Joint Powers Authority, to act on their behalf for administration and distribution of purses, according to the authorization described in statute.

9.3 If at the close of its meet CARF shall have paid and distributed in stakes and overnight purses an amount in excess of the amounts received by it under the Horse Racing Law for purses, the total amount of the overpayment shall be deducted from the purse funds received during the next racing meeting conducted by CARF unless otherwise agreed to by the

Parties. In furtherance of that point, the Parties agree that as of April 10, 2022, the CARF purse account will be underpaid by \$100,330 as a result of prior years' activities. It is the intent of the Parties that CARF will carry this underpayment forward in order to maintain purses at a competitive level, with the objective of reducing the overpayment in the coming year(s) from increased pari-mutuel racing.

9.4 If at the close of its meeting TRACK shall have paid and distributed in stakes and overnight purses an amount less than the amounts received by it under the Horse Racing Law for purses, the total amount of the underpayment shall, unless otherwise agreed by the parties, be:

(a) if less than \$250,000, including an estimated surplus generated from the satellite expense fund, added to the purse fund during the next thoroughbred racing meeting conducted by TRACK. If no such meet occurs, then the remaining balance shall be transferred or held in trust for TOC for use as purse money at a CARF race meet as mutually agreed by CARF and TOC; or

(b) if greater than \$250,000, including an estimated surplus generated from the satellite expense fund, distributed as a retroactive payment within 60 days of the end of the meeting to each winning horseman in such ratio as his overnight purse earnings bear to the total of all overnight purses paid during the meeting on thoroughbred races.

9.5 TRACKS shall comply with Business and Professions Code statutes pertaining to the use of Supplemental Purse funds provided for in the California Horse Racing Law.

X. FORCE MAJEURE

10.1 (a) In the event a change in the Horse Racing Law makes pari-mutuel wagering on horse racing unlawful or otherwise requires the cessation, termination or cancellation of the racing meeting scheduled by TRACKS pursuant to the license granted it by the CHRB, this agreement may be terminated upon written notice by any party hereto to the other.

(b) In the event that the CHRB or the California Legislature repeals or amends sections of the Horse Racing Law relating to the take-out provisions as they apply to allocations of monies for purse distribution, the exempt breakage provisions, the license fee relief for racing fairs currently in effect or otherwise takes such action so as to reduce or terminate that portion of the take-out allocated to purses or reduces or terminates the exempt breakage provisions or increases the license fees for racing fairs with applicability during the racing meeting scheduled by TRACKS pursuant to the license granted by the CHRB, this agreement may be terminated upon one week's written notice by any party hereto to the other.

10.2 TRACKS or TOC may terminate this Agreement due to labor disputes, strikes, or other disruptions or circumstances beyond the control of TRACKS or TOC.

10.3

XI.

SUPPLIERS AND SERVICEMEN; BACKSTRETCH FACILITIES

11.1 TRACKS shall not grant an exclusive license or concession to any vendor of racing or equine supplies or services.

11.2 TRACKS shall maintain adequate kitchen facilities for backstretch personnel, at reasonable prices. Kitchen facilities shall be open between 6:00 A.M. and 8:00 P.M. on racing days and 6:00 A.M. and 2:00 P.M. on non-racing days.

XII.

FACILITIES FOR TOC REPRESENTATIVES

12.1 TRACKS will provide, wherever practical and possible, an adequate office near the Racing Secretary's office equipped with a desk, telephone, and internet access for the use of TOC's authorized representatives.

12.2 TOC shall pay to TRACKS such amount of reasonable out-of-pocket expense as TRACKS shall incur in providing to TOC the facilities mentioned in 12.1, including, without limitation, long distance or other telephone charges over and above the basic monthly rate, and any other expenses incurred by TRACKS at the request of TOC.

XIII.

OWNERS' PROPRIETARY RIGHTS AND BENEFITS

13.1 TRACKS agree that should they 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, TRACKS 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.

13.2 TRACKS acknowledge that, in the context of simulcasting, televising, and the re-broadcasting 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, TRACKS agree to negotiate exclusively with TOC as to the consensual use of the collective image of the race for purposes of simulcasting, televising, and the re-broadcasting of races to

the extent required by applicable law.

13.3 TOC, on behalf of all owners participating in TRACKS' 2022 Meets, consent to TRACKS' use of the collective image for the purpose of promoting, simulcasting, televising, and/or the re-broadcasting of races occurring at the 2022 Meet. TOC consents to TRACKS' 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 CARF or TRACKS 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 CARF or TRACKS receive compensation, other than that provided by State and/or Federal legislation, including but not limited to, promotional, licensing, or usage fees paid by sponsors. CARF and TRACKS agree 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.

13.4 TRACKS 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, TRACKS 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 (50%) of the net 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 specifically with one or more Thoroughbred races conducted at TRACK, whether as an entitled or "presented by" sponsorship.

TOC understands and agrees that existing general Fair sponsorships and or named races in the daily program do not apply to the terms herein section 13.4. Further; details of any sponsorship associated with one or more Thoroughbred races including the net dollar amount and race(s) specifics will be agreed to in writing by CARF, Fair TRACK where said race(s) are to be conducted and TOC.

13.5 TOC, on behalf of all owners participating in TRACKS' 2022 Meets, further agrees that the nomination of or entry into a race shall be deemed to be authorization for TRACKS 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.

13.6 TRACKS agree to the following Owner Benefits to all owners who possess

a current and valid CHRB owner's license:

1. A single phone number for all TRACKS dedicated to owners with questions regarding "Owner Benefits" to be published in TRACKS condition books and on CARF Web Site
2. Free Parking in a designated area at each TRACK
3. Free Tram or shuttle service for owners from designated parking area to the racing grandstand should that area be deemed a "distance" from the racing grandstand
4. Clubhouse or equivalent admission for owner plus one guest each race day (Applicable only to those TRACKS which have an identified Clubhouse area.)
5. Minimum of four passes per owner or partner with an "in-today" horse
6. Reserved seating for owners with a horse in a Stakes plus as many passes as TRACK's Racing Secretary or Director of Racing may deem reasonable for guests
7. Consistent procedures for all TRACKS for receiving passes noted above
8. Consistent procedure at all TRACKS for winning owners to request and receive race replay video.

XIV. INTERSTATE SIMULCASTING OF RACES

14.1 TRACKS desiring to simulcast at its facility an interstate horse race or races as a part of its daily racing program shall first obtain the written consent from TOC to any proposed contract or agreement with any out of state host track and shall thereafter augment the purse funds available for distribution to horsemen by an amount equal to one-half of the proceeds of such simulcasting after deduction of any license fees to the State of California and all payments and charges set forth in the previously approved contract with the host track.

14.2 TRACKS desiring to televise from its facility to an interstate simulcast facility all or any portion of its daily racing program, shall first obtain the written consent from TOC to any proposed contract or agreement with any out of state simulcast facility and shall thereafter augment the purse funds available for distribution to horsemen by an amount equal to one-half the proceeds of such simulcasting after deduction of any license fee to the State of California and all payments and charges set forth in the previously approved contract with the simulcast facility.

14.3 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 Attachment E. TOC consents to the simulcast of the specified races in accordance with the terms and conditions of TOC's consent letters.

14.4 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. 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.

XV. INTRASTATE SIMULCASTING OF RACES

15.1 TRACKS may, pursuant to the applicable provisions of the Horse Racing Law, engage in intrastate simulcasting of all or a portion of its racing program to facilities located in the Northern Zone of California and those facilities located in the Central Zone and Southern Zone of California authorized by law to accept the Northern California simulcast signal. The distribution of the handle thereon shall be made in accordance with the Horse Racing Law and the applicable Rules and Regulations of the CHRB.

15.2 TRACKS may, pursuant to the applicable provisions of the Horse Racing Law, determine to simulcast races from a host track located in the Southern or Central Zone of California. The distribution of the handle thereon shall be made in accordance with the Horse Racing Law and the applicable Rules and Regulations of the CHRB. In the absence of legislation to the contrary, TRACKS shall first obtain the written consent from TOC to any proposed contract or agreement with any simulcast facility located in the Southern or Central Zone of California and shall thereafter, in the absence of any legislation designating the distribution of the proceeds of such simulcasting, augment the purse funds available for distribution to horsemen participating at the meeting by an amount equal to one-half the proceeds of such simulcasting after deduction of any license fee to the State of California and all payments and charges set forth in the previously approved contract with the host track unless some other distribution is agreed upon by TOC and TRACKS.

15.3 TRACKS may, pursuant to the applicable provisions of the Horse Racing Law, determine to simulcast their races to a track and simulcast facilities located in the Southern or Central Zone of California. The distribution of the handle thereon shall be made in accordance with the Horse Racing Law and the applicable Rules and Regulations of the CHRB. In the absence of legislation to the contrary TRACKS shall first obtain the written consent from TOC to any proposed contract or agreement with any track or simulcast facility located in the Southern or Central Zone of California and shall thereafter, in the absence of any legislation designating the distribution of the proceeds of such simulcasting, augment the purse funds available for distribution to horsemen participating at the meeting by an amount equal to one-half the proceeds of such simulcasting after deduction of any license fee to the State of California and all payments and charges set forth in the previously approved contract with the track or simulcast

facility unless some other distribution is agreed upon by TOC and TRACKS.

XVI. INTERNATIONAL SIMULCASTING

16.1 TRACKS have requested the consent of TOC to the international simulcast of its races as listed on Attachment E. TOC consents to the simulcast of the specified races, per the terms set forth in the appropriate consent letters.

With respect to the export and import of simulcast races internationally, the compensation paid to TRACKS shall be equally divided between commissions for and purses at TRACKS.

TRACKS and TOC understand that TRACKS may, subsequent to the execution of this Agreement, request TOC's consent to simulcast additional races to the same or other foreign satellite locations. TRACKS and TOC agree that this Agreement may be amended from time to time pursuant to letter Agreement executed by CARF or TRACKS and TOC. Any amendment must comply with the provisions outlined in Article XXIV.

XVII. INTRASTATE ADVANCED DEPOSIT WAGERING ("ADW")

Track has requested the consent of TOC to the simulcast of races conducted at Track during its 2022 Meets 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.

In addition to any other terms set forth therein, Track acknowledges that TOC intends to condition the consents requested above on, at a minimum, the following requirements being satisfied for each ADW:

- i. That each ADW agrees to implement geo-tracking and related information reporting for all its customers in California pursuant to draft CHRB Rule 2073.1 and the Geo-Location Agreement signed by ADW and TOC prior to the start of the Term.
- ii. 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;

iii. 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,

iv. Approved ADW providers agree that the audit and disclosure requirements referred to herein immediately above are as follows:

A. Providers shall be required to undergo an annual parimutuel 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 provided 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. Provider shall disclose and provide true, complete, and correct copies of the industry accepted “TRA Data File” and the TRA Account Wagering File pertaining both to wagers placed by California residents and wagers placed by non-California residents on races conducted in California to CHRIMS, in the manner reasonably prescribed by CHRIMS, on a daily basis, no later than 10:00 AM Pacific time on the day after the generation of such wagers. 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;

V. A detailed breakdown of the distribution of takeout for any wager placed outside of California on a race conducted in California.

b. Remit to CHRIMS a monthly data fee of \$2,000, or such other amount which is mutually agreed upon by CHRIMS and each approved Provider. 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.

XVIII. INTERSTATE ADVANCED DEPOSIT WAGERING

CARF and TRACKS have requested the consent of TOC to the simulcast of races conducted at TRACKS during their 2022 Meets for the purposes of interstate advanced deposit wagering, which does not include any form of exchange wagering, by and/or wagering instructions to California licensed advanced wagering providers as listed on Attachment “F.”

TOC consents to such simulcasts pursuant to and 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 therein, TOC conditions its consent to the acceptance of advanced deposit wagers and/or wagering instructions by approved California licensed ADW providers from out-of-state residents on Thoroughbred races conducted at TRACKS during their 2022 Meets as follows:

18.1 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 TRACKS during their 2022 Meets, as negotiated and agreed to by both CARF or TRACKS, and TOC;

18.2 Approved ADW providers agree to disclose to CHRIMS, in a timely fashion and a form reasonably acceptable to CHRIMS, its respective out-of-state ADW wagering handle information;

18.3 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,

18.4 Approved ADW providers agree that the audit and disclosure requirements referred to herein 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, 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 host fee rates to be paid to California racing associations and horsemen’s organizations on wagers placed on California races by out-of-state residents to CHRIMS, and to all California racing associations and horsemen’s organizations authorizing and/or approving such wagers 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;
 - ii. Provider shall disclose and provide true, complete, and correct copies of the industry accepted “TRA Data File” and the California Account Wagering File pertaining to wagers placed by out-of-state residents on races conducted in California to CHRIMS, in the manner reasonably prescribed by CHRIMS, on a daily basis, no later than 8:00 AM Pacific time on the day after the generation

of such wagers. 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;

- iii. 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 to wagers placed by out-of-state 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,
- iv. A detailed breakdown of the distribution of takeout for any wager placed outside of California on a race conducted in California.
- v. 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.

XIX. FIRE AND DISASTER INSURANCE

19.1 The fire and disaster insurance policy is attached as Exhibit H. CARF 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 H shall be credited as an offset to the liability of CARF, if any. CARF 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 H terminate during the Term. Additionally, if no policy is attached as Exhibit H upon execution of this Agreement, CARF shall have no obligation to purchase any insurance policy covering horses and/or property owned by the members of the TOC.

19.2 The obtaining of a fire and disaster policy by TRACKS does not in any way preclude the individual owner or trainer from taking individual legal action against the

TRACKS that the owner or trainer deems appropriate, or to prevent the owner or trainer from seeking legal action against the TRACKS directly as a consequence of any acts, conduct, negligence, or other occurrence attributable to TRACKS.

19.3 The amount recovered by an owner under this insurance policy shall be credited as an offset to any liability of TRACKS toward the recovery of such owner or trainer from TRACKS.

XX. MISCELLANEOUS

20.1 No Discrimination: No party to this agreement shall discriminate against the other party due to membership in TOC or CARF, or by reason of a person's race, color, creed, religion, national origin or ancestry, sex or age.

20.2 No Assignment: This agreement shall not be assigned by any party without the prior written consent of the other party.

20.3 Agreement Replaces All Prior Agreements: This agreement supersedes and replaces all prior agreements between the parties named herein. This Agreement may be modified or amended by a writing signed by all parties.

20.4 Attorney' s Fees: If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to a reasonable attorney's fee, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

20.5 Counterparts: This agreement may be executed in counterparts and each such executed counterpart shall be deemed an original. Execution by CARF, on behalf of TRACKS, and any one or more parties shall be deemed a binding agreement as to those executing parties regardless of whether the remaining members have executed a counterpart.

20.6 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.

20.7 Notices: Notices required to be given under this agreement shall be sent by certified mail, return receipt requested, postage prepaid as follows:

- (a) If to CARF or TRACKS, at their address set forth in Attachment A, "Attention Fair Manager," with a copy to Larry Swartzlander, Executive Director, CARF, 1776 Tribute Road, Sacramento, CA 95825.
- (b) If to TOC, to Mary Forney, Executive Director, TOC 285 W. Huntington Drive, Arcadia, CA 91007.

20.8 TRACKS' Management of Race Meets: Subject only to this agreement and applicable law, the management of TRACKS' premises and the conduct of the race meets is the sole prerogative of TRACKS.

20.9 Alternative Wagering: Wagering during the period commencing with the first race of TRACKS' daily racing program and ending with the last race of TRACKS' daily racing program shall be limited to parimutuel wagering on the live horse races being conducted by TRACKS together with wagering on any mutually approved imported simulcast races. Alternative forms of wagering on races involving other species of animals or gaming on tables or on mechanical or electronic gambling devices or any other form of wagering other than parimutuel horse racing shall not be permitted.

20.10 Modifications: CARF and TOC agree that a "Side Letter to CARF & TOC Race Meet Agreement" will be attached and incorporated in the Agreement. Otherwise, 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.

20.11 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.

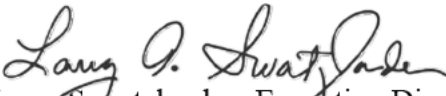
21. CARF and TOC agree that it is the express intent of both parties in entering into this Horsemen's Agreement that CARF will conduct live Thoroughbred racing at Pleasanton, Cal Expo at Pleasanton, Humboldt and Fresno for each week of their - fair meets June 15th – Oct. 18th,

2022 (the “Summer Meet”). Accordingly, if for any reason, CARF is unable during any calendar week of the Summer Meet to card a minimum of 20 thoroughbred races and/or pay out purses totaling \$315,000 then the parties shall both support reviewing the rationale for the shortage and initiate actions to transfer the remaining weeks of the Summer Meets to an appropriate venue. Any circumstances where the horseman participate in a boycott against racing is not supported by the TOC as stated within this agreement. The parties acknowledge and agree that any joint recommendation of CARF and TOC to the CHRB pursuant to this paragraph would be in no way binding on the CHRB in determining whether to hold an emergency dates hearing, or on any CHRB vote in the event such an emergency dates hearing were to be noticed.

IN WITNESS WHEREOF, the undersigned have affixed our signatures.

CALIFORNIA AUTHORITY OF RACING FAIRS

Dated: 5/9/2022


Larry Swartzlander, Executive Director

THOROUGHBRED OWNERS OF CALIFORNIA, INC.



Dated: 5/8/22

Mary Forney, Executive Director

ATTACHMENT A
California Authority of Racing Fairs Members and Participating Tracks

Alameda County Fair	Jerome Hoban CEO	4501 Pleasanton Dr. Pleasanton, CA 94566 925-426-7600
Humboldt County Fair	Richard Salacci General Manager	1250 5 th Street Ferndale, CA 95536 707-786-9511
California State Fair	Rick Pickering General Manager	1600 Exposition Blvd. Sacramento, CA 9581 916-263-3247
Big Fresno Fair	Lauri King Deputy General Manager	1121 Chance Avenue Fresno, CA 93702 559-650-3081

ATTACHMENT B

PROPOSED 2021/2022 NORTHERN CALIFORNIA RACING FAIRS STAKES SCHEDULE
COMPARISON



- ❖ Alameda County Fair at Pleasanton
- ❖ California State Fair at Sacramento
- ❖ Humboldt County Fair at Ferndale
- ❖ Big Fresno District Fair at Fresno

Revised: 3/25/22

❖ OAK TREE AT PLEASANTON SUMMER MEET	<u>2021</u>	<u>2022</u>
The Oak Tree Sprint Three-year Olds & Upward – Six Furlongs	\$75,000 Guaranteed	\$75,000 Guaranteed
Everett Nevin Futurity (CAL-BREDS)-59 th Running Two-year olds – Five & 1/2 Furlongs	\$75,000 Guaranteed	\$75,000 Guaranteed
She's a Tiger Three-Year-Olds & Upward F&M One & 1/16 Miles	\$75,000 Guaranteed	\$75,000 Guaranteed
 ❖ CALIFORNIA STATE FAIR		
Governor's Handicap F&M, Three Year Olds & Upward – Six Furlongs	Cancelled	\$75,000 Guaranteed
 ❖ HUMBOLDT COUNTY FAIR		
C J Hindley Humboldt County Marathon Hdcp Three Year Olds & Upwards, 1 Mile and 5 Furlongs	\$20,000 Guaranteed	\$20,000 Guaranteed
 ❖ BIG FRESNO FAIR		
Harris Farms Stakes (CAL BREDS) (Cal-Bred Golden State Series (\$25,000 from CTBA) Three-year olds & Upward – Six Furlongs	\$75,000 Guaranteed	\$75,000 Guaranteed
Bulldog Hdcp, 27 th Running Three-Year Olds & Upward, One & 1/8 Miles	\$75,000 Guaranteed	\$75,000 Guaranteed

ATTACHMENT C PURSE SCHEDULE

2022 PURSES/CATEGORYS DRAFT A				
Category	Claiming	Condition	2022 fairs	2022 Fermdate
Allowance		Open or Cond	40,000	15,000
Allowance		NW x 1	27,000	
Alw/Opt Claiming	\$25,000/\$32,000	NW x 1	27,000	
Alw/Opt Claiming	\$62,500 or \$50,000	NW x 2	28,000	
Alw/Opt Claiming	\$80,000	NW x 3	30,000	
Claiming	\$2,500	Open or Date	10,000	7,000
Claiming	\$3,200	NWX2/Clause	12,000	8,000
Claiming	\$3,200	Open or Date	12,000	8,500
Claiming	\$4,000	NW2/Lifetime	12,000	7,500
Claiming	\$4,000	NW3/Lifetime	12,000	8,000
Claiming	\$4,000	NW4 or Date	13,000	8,500
Claiming	\$4,000	Open or Date	13,000	9,000
Claiming	\$5,000	NW2/Lifetime	12,500	
Claiming	\$5,000	NW3/Lifetime	12,500	
Claiming	\$5,000	NW4 or Date	13,500	8,800
Claiming	\$5,000	NWX2/Clause	13,500	9,000
Claiming	\$5,000	Open or Date	14,000	9,500
Claiming	\$6,250	NW2/Lifetime	12,500	8,000
Claiming	\$6,250	NW3/Lifetime	12,500	
Claiming	\$6,250	NW4 or Date	14,000	9,500
Claiming	\$6,250	Open or Date	15,000	9,500
Claiming	\$8,000	NW2/Lifetime	13,000	8,500
Claiming	\$8,000	NW3/Lifetime	13,000	
Claiming	\$8,000	NW4 or Date	15,000	9,800
Claiming	\$8,000	Nw2x/Clause	14,500	9,800
Claiming	\$8,000	Open or Date	15,000	10,000
Claiming	\$10,000	NW2/Lifetime	14,000	9,000
Claiming	\$10,000	NW3/Lifetime	14,000	
Claiming	\$10,000	Open or Date	17,000	10,000
Claiming	\$12,500	NW2/Lifetime	14,000	
Claiming	\$12,500	NW3/Lifetime	14,000	
Claiming	\$12,500	Nw2x/Clause	16,000	10,000
Claiming	\$12,500	Open or Date	18,000	10,000
Claiming	\$16,000	NW2/Lifetime	15,000	
Claiming	\$16,000	NW3/Lifetime	15,000	
Claiming	\$16,000	Open or Date	20,000	12,000
Claiming	\$20,000	NW3/Lifetime	16,000	
Claiming	\$20,000	Nw2x/Clause	20,000	
Claiming	\$20,000	Open or date	23,000	
Claiming	\$25,000	NW2/Lifetime	18,000	
Claiming	\$25,000	Open or Date	25,000	
Claiming	\$32,000	Open or Date	27,000	
Claiming	\$40,000	Open or Date	28,000	
Claiming	\$50,000	Open or Date	28,000	
Claiming	\$62,500	Open or Date	28,000	
Claiming	\$80,000	Open or Date	30,000	
Claiming	\$150,000-100,000	Open or Date	30,000	
Maiden Claiming	\$5,000		12,000	7,000
Maiden Claiming	\$8,000		12,500	7,500
Maiden Claiming	\$12,500		13,000	
Maiden Claiming	\$16,000		14,000	8,000
Maiden Claiming	\$20,000		15,000	
Maiden Claiming	\$25,000		17,000	
Maiden Claiming	\$32,000		18,000	
Maiden Claiming	\$40,000		19,000	
MDN ALW			26000	
Starter Allowance	2900			8000
Starter Allowance	\$4,000		14000	9500
Starter Allowance	6250		15000	10000
Starter Allowance	8000		16000	
Starter Allowance	12500	Starter or Fermdate nw2	18,000	8000
Starter Allowance	50,000	NW 2 (Clause One win 20 less)	20,000	

ATTACHMENT D AUXILIARY TRAINING FACILITIES

Sacramento will be open as an auxiliary training facility for CARF and SCF racing during the period from June 15, 2022 to July 27, 2022. During this period, the track will be open for training on the basis of six (6) days a week but may be adjusted by the Stabling & Vanning Committee. Sacramento will be reimbursed the expenses of operating as an auxiliary training facility pursuant to CARF guidelines.

Stalls at auxiliary training facilities 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, but may be adjusted by the Stabling & Vanning Committee.

CARF acknowledges it is its responsibility to have every trainer utilizing one or more stalls at Sacramento during the term of the auxiliary stabling. All trainers will sign a stabling agreement requiring such trainer to fully comply with.

**ATTACHMENT E
NORTHERN CALIFORNIA STABLING AGREEMENT**

N/A

**ATTACHMENT F
SCHEDULE OF APPROVED SIMULCAST RACES**

To be provided.

ATTACHMENT G
SCHEDULE OF APPROVED ADVANCED DEPOSIT WAGERING (“ADW”) RACES

To be provided.

**ATTACHMENT H
FIRE AND DISASTER INSURANCE POLICY**

See Attached.



2022

RACE MEET AGREEMENT

BETWEEN

CALIFORNIA AUTHORITY OF RACING FAIRS

AND

CALIFORNIA THOROUGHBRED TRAINERS

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SIGNATURE PAGE 16

2022 RACE MEET AGREEMENT

CALIFORNIA AUTHORITY OF RACING FAIRS

THIS AGREEMENT is entered into by and between the CALIFORNIA AUTHORITY OF RACING FAIRS, a joint exercise of powers agency ("CARF") representing those of its members identified in Attachment A, herein referred to as "TRACK" or unless otherwise specifically designated, and the CALIFORNIA THOROUGHBRED TRAINERS, Inc., a California Corporation, hereinafter referred to as "CTT."

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, CTT is the duly organized trainers' association recognized by TRACK and the California Horse Racing Board as having authority to negotiate and covenant with TRACK pursuant to California Business and Professions Code Section 19613.1 (a) and (b) and Article 22, Chapter 4, Title 4 of the Administrative Code of the State of California, Rules 2040, through 2043; and

WHEREAS, TRACK is a California Exposition and State Fair, county fair or district agricultural association (fair), organized and existing under the laws of the State of California.

WHEREAS, TRACK is a Member or Associate Member of the California Authority of Racing Fairs ("CARF") and CARF is a joint exercise of powers agency pursuant to California Government Code, Articles 1 and 2, Chapter 9, Division 7, of Title 1. CARF has been designated by its member Tracks to represent, negotiate and contract on their behalf with CTT for the matters specified in this agreement. Tracks, and each of them, warrant and represent that it has authorized CARF to enter into this agreement, and this agreement shall be binding upon TRACK, its members, agents, employees, and officials during the term of this agreement.

WHEREAS, 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, its members, and for the purpose of providing for an orderly and uniform method of dealing with issues involving the racetracks, 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

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 meets conducted by TRACK under license from the California Horse Racing Board for the period commencing June 15, 2022 through October 18, 2022, which meets are hereinafter referred to as the "2022 Meets" excluding the Santa Rosa meet.

II. PURSE PROJECTIONS

During the 2022 Meets, should TRACK foresee an increase or reduction in purses, TRACK will make its best efforts to inform CTT of any pending change as soon as reasonably possible.

III. CTT DISTRIBUTIONS

TRACK shall pay to CALIFORNIA THOROUGHBRED TRAINERS, INC. ("CTT") for the 2022 Meets the sums required by Section 19613(d) of the California Business & Professions Code. Specifically, TRACK shall pay one percent (1%) to CTT Backstretch Employees' Retirement Savings Pension Plan and one-third percent (1/3%) 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.

The sums payable under this paragraph shall be paid by TRACK to CTT within 10 days after the close of each race meet, along with a statement indicating the method of calculating payments. 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.

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. 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.

IV. CONDITION BOOK

TRACK agrees to submit the proposed first Condition Book to CTT at its principal office in Arcadia its camera-ready draft of the proposed first Condition Book at least forty-eight hours prior to the date it is sent to the printers, if feasible, and if not as soon thereafter as possible, to enable CTT to review and suggest changes to the same.

TRACK further agrees to meet with CTT within five (5) calendar days after the issuance of each Condition Book to discuss, review, and obtain CTT's suggestions for the next Condition Book.

TRACK agrees to use its best efforts to make its first Condition Book for the 2022 Meets available to horsemen at least 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.

V. STALL APPLICATIONS

It is hereby agreed that the following language is incorporated into "Stall Application," as that term is commonly used in the horse racing 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 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 may limit or eliminate Applicant's ability to participate in racing or training activities at TRACK or any auxiliary training facility, subject to the agreement of the CTT, which agreement shall not unreasonably be withheld.

"The agreement of CTT, which shall not unreasonably be withheld, shall be a condition precedent to any execution of a decision by TRACK to limit or eliminate Applicant's ability to participate in racing or training activities at TRACK or any auxiliary training facility.

"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 California Horse Racing Board.

“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.”

VI. STALL ASSIGNMENTS

6.1 TRACK shall provide stalls for thoroughbred horses at each Track in an amount less than the amount derived by multiplying the total number of stalls at the Track by the result obtained by dividing the number of scheduled thoroughbred races by the total of all scheduled races.

6.2 TRACK shall provide such auxiliary training facilities as are required by it to be provided pursuant to the Horse Racing Law and Rules and Regulations of the CHRB, or as the parties may otherwise agree.

6.3 (a) TRACK shall distribute Stall Applications not less than 30 days prior to the commencement of each race meeting. Contingent on horsemen receiving Stall Applications timely, horsemen shall submit completed applications not less than 22 days prior to the scheduled commencement of the meeting. Stall applications will be granted to approved horses at least 15 days prior to the commencement of the race meet. If a horseman requests and is approved stall space at TRACK, but is unable to ship in, he shall give at least seven (7) days' notice to TRACK. TRACK may reassign those stall(s) upon horseman's failure to give notice. TRACK agrees that, in the allocation and assignment of stall space and in all other respects, it will not discriminate against any trainer and will apply the standards as set out below. Stall Applications shall comport with all prevailing law and any relevant covenants or agreements between the associations and trainers' organization.

(b) If any trainer asserts that he or she has been discriminated against by TRACK or the Stall Committee in the awarding of stalls, then the trainer so claiming shall submit his or her claim to CTT, and if CTT find the claim meritorious, may represent the trainer and present such grievance to TRACK and, if appropriate, to the CHRB. If the dispute is not settled, TRACK and CTT agree that the matter is to proceed immediately to the dispute resolution process as stated in Section VII of this agreement.

(c) It is agreed that stall allocations shall be made primarily on the basis of the quality and condition of the horses for which stall space is requested, the availability of stall space, and the character of the meet contemplated to be held by TRACK. TRACK shall endeavor to accommodate California domiciled trainers and the California Bred Thoroughbred in allocating stall space. A disproportionate share of stalls shall not be allocated to trainers domiciled out of state.

(d) It is agreed that horsemen occupying stalls at any TRACK shall enter their horses in races for which they are eligible, unless the horses are physically unfit to race.

6.4 (a) Horses not properly identified or whose identity cannot be reasonably established by the Official Horse Identifier shall be denied stall space.

(b) TRACK reserves the right to deny stall space to any owner/trainer whose accounts with any member of CARF are delinquent. Each Track is responsible to provide a current update for accounts receivable.

6.5 (a) Recently fired, blistered, or horses upon which surgery has recently been performed, or horses having a veterinary problem which prevents the horse from competing at the race meet, shall be denied stall space.

(b) The past performance of horses four years old and older may be considered in determining its eligibility for stall space.

(c) Horses not having qualifications consistent with the types of races scheduled in TRACK's condition book or which fail to meet the minimum conditions for eligibility published therein shall be denied stall space.

(d) Horses found not fit to race shall vacate TRACK's stall space within 48 hours.

6.6 (a) Unless required by the Horse Racing Law or the Rules and Regulations of the CHRB, or pursuant to agreement by shareholders of NOTWINC, Inc., TRACK shall have no responsibility to reimburse horsemen or to otherwise pay for the vanning of horses stabled off track.

(b) TRACK shall pay for tattooing only for horses entered to race on the overnights. CTT, or its authorized representative, shall publicize this procedure during the two weeks prior to Pleasanton on the stable loudspeakers at CARF and Pleasanton, and on the bulletin boards and on the overnights at each TRACK.

6.7 TRACKS with available trailer spaces shall make their best effort to give preference to owners and trainers for vacant trailer spaces. Applications for reservations shall be mailed to TRACK not less than 22 days prior to the opening of the race meet.

6.8 TRACK agrees to make its stalls, barn area, and racetrack available without charge to horsemen and have the same in good condition at least ten (10) days prior to the commencement of its race meet; except that TRACKS who cannot comply due to prior existing contracts for horseracing shall make reasonable efforts to have their facilities ready as soon as practicable. TRACK agrees that the barn area will be open, available, and in condition for stabling at no charge to horsemen for at least three (3) days following TRACK's 2022 meet.

6.9 TRACK will maintain its racing surface in good condition for thoroughbred racing and training and agrees to promptly rectify any condition unsafe to race horses during the

meet. Golf courses controlled by TRACK shall be closed during racing operations. TRACK shall not conduct any activity on the racing surface hazardous to horsemen or horses.

6.10 TRACK agrees to wash or otherwise clean the racing colors or “silks” of owners with horses competing in the 2022 Meets. Such cleaning shall occur on the day that 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 CTT, the individual owners, and/or their trainers.

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 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.

TRACK agrees that its stalls will be ready, available, and allocated, and the main TRACK will, with respect to the 2022 Meets, be open, available, and in condition for training at no charge to horsemen not less than 10 days prior to the opening day of the 2022 Meets.

VII.

DISPUTE RESOLUTION

This section refers to disputes arising from Section V, Stall Applications, and Section VI, Stall Assignments.

Following the execution of this Agreement, TRACK and CTT shall meet to establish a list of three qualified neutrals who may be called upon to become involved in resolving disputes which may arise under Section VI and Section VI of the Agreement. The decision(s) of any neutral so chosen shall be binding during the pendency of this dispute resolution process and any arbitration procedures following. If TRACK and CTT cannot agree on a neutral to resolve the dispute, a neutral shall be appointed by the California Horse Racing Board.

Any decision by TRACK to deny stalls to or to exclude any licensed trainer, during or immediately following the Stall Application process (other than on grounds of the quality and condition of the horses for which stall space is requested, and taking into consideration the character of the Meet contemplated to be held by TRACK and the horses suitable for the holding of such Meet, and availability of stall space) may not be arbitrary and/or capricious, and shall be based upon one or more of the following:

- (a) Violation of a California Horse Racing Board medication rule involving a Class 1 through 3 drug substance where the decision is not based solely on CHRB rule 1887.
- (b) Violation of a California Horse Racing Board rule resulting in an actual served suspension of 60 days or more.
- (c) Repeated or egregious violations of Association rules where such rules have been agreed to by CTT.
- (d) Criminal complaints alleging violations involving animal health and safety.
- (e) Conduct which falls far below the prevailing standard of custom and care of thoroughbred race horse husbandry.
- (f) Conduct which is detrimental to the integrity of horse racing or would interfere with the orderly conduct of horse racing.
- (g) Conduct referenced in CHRB Rule 1980 and 1989 (a).

Prior to TRACK's enforcement of any decision to exclude any licensed trainer, or to withdraw or significantly modify stall allocations once made, TRACK shall inform the trainer and CTT of its decision and the basis for that decision. The agreement of CTT, which shall not unreasonably be withheld, shall be a condition precedent to any execution of a decision by TRACK to limit or eliminate Applicant's ability to participate in racing or training activities at TRACK or any auxiliary training facility.

If the subject trainer objects to an exclusion, withdrawal, or modification of stall assignments, that objection shall be lodged with both TRACK and CTT within 48 hours of TRACK's decision. TRACK, CTT, and the subject trainer shall then meet immediately, whether separately or together, to further evaluate the merit of TRACK's decision.

Should any dispute remain as to an exclusion, modification, or withdrawal of stall allocations once made, following the meeting(s) referenced above, a qualified neutral shall be drawn by lot of the list referenced above, to meet with the subject trainer, TRACK, and CTT, with all deliberate speed. At such pre-arbitration meeting, the neutral shall first attempt to facilitate a resolution of the dispute. If the dispute cannot be resolved, the neutral shall indicate at the conclusion of the meeting, based on the representations made, whether the TRACK or trainer is the prevailing party in the pre-arbitration proceeding.

Commencing with the date of TRACK's decision so to exclude any trainer, modify, or withdraw stall allocations once made, the affected trainer may continue to occupy allocated stalls and appurtenant facilities in accordance with applicable rules and procedures, until such time as the dispute has been resolved or the pre-arbitration meeting has determined TRACK to be the prevailing party. During such period between the date of TRACK's decision to exclude a trainer and the pre-arbitration meeting, the affected trainer will not be permitted to "work horses" in his

care as that term is commonly understood in Thoroughbred racing, or to enter horses in any races at TRACK.

If TRACK is the prevailing party, the trainer shall be entitled to proceed immediately to arbitration, and shall be suspended and/or excluded from participation in racing or training at TRACK or authorized auxiliary training facilities during the pendency of arbitration.

Should the trainer be the prevailing party, the TRACK shall be entitled to proceed immediately to arbitration, and the trainer shall not be suspended and/or excluded from participation in racing or training at TRACK or authorized auxiliary training facilities during the pendency of such arbitration that TRACK may pursue.

VIII. 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 Meets.

IX. FIRST POST TIME

All Post times for the 2022 Meets must be submitted for approval of the CHRB in TRACK's initial application for license.

X. 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; 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.

XI. 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.

XII. ANTI-MONOPOLY PROVISION

TRACK acknowledges CTT's interest in assuring that horsemen will, during the 2022 Meets, 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.

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.

XIII. 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 Meets. TRACK agrees also to provide two passes per trainer per day for trainers in possession of a valid CHRB license and to provide four passes for trainers with "horses in today to race". Trainers may have access to Horsemen's shuttle or tram provided by TRACK at any time that shuttle or tram is operating.

TRACK further agrees to issue to all CTT Board members, its President, Executive Director, General Counsel, Northern California Manager, Deputy Director, and members of the CTT Backstretch Employees' Pension Administrative Committee and Edwin J. Gregson Foundation Board, VIP or "official" credentials for the 2022 Meets, including but not limited to, an "official" pin and Turf Club, or equivalent, guest pass. All other CTT authorized personnel, up to a maximum of five (5), shall receive an "official" pin.

XIV. TRAINING/STABLING/EMPLOYEE HOUSING FACILITIES

At all times during the 2022 Meets, TRACK will cause the main TRACK to be open at 6:00 A.M. and to remain open until 10:00 A.M., six days a week.

It is the intent of TRACK and CTT that the main track will be maintained by TRACK 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).

The parties hereto agree that they will work cooperatively in attempts to assess and correct conditions that affect the main track during the 2022 Meets and while the main track is open for training preceding and following the 2022 Meets. TRACK will inspect and screen, if necessary, all materials it adds to the racing surfaces and surrounding roads, barn areas, paths and hot walking areas for the presence of rocks and other materials that may injure horses.

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.

While acknowledging that it is impossible to keep surfaces free of all rocks, it is the intent of the parties that TRACK will use 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.

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.

TRACK shall provide, free of charge or rent, tackrooms suitable as living quarters in the barn area during the duration of each meet. If TRACK is unable to provide such living quarter tackrooms, then TRACK must provide, free of charge or rent, trailers and trailer space on the fairground premises for the backstretch workers in lieu of the living quarter tackrooms.

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.

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 and at all times in compliance with any rule, regulation or directive of the CHRB with regards to ambulance service, staffing and/or emergency medical protocol.

TRACK agrees, while horses are stabled at TRACK during its 2022 Meets, to have a manned, operating starting gate for training on the main TRACK.

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.

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

XV. BACKSTRETCH CAFETERIA

During the 2022 Meets, 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 6:00 A.M. until the conclusion of the last live race of the day and from 6:00 A.M. and 2:00 P.M. on non-racing days. Periodic closing for cleaning will apply on all days. TRACK will use all reasonable efforts to maintain the lowest possible pricing for trainers and their employees.

XVI. TRAINERS' PROPRIETARY RIGHTS

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.

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

XVII. FIRE, DISASTER, AND GENERAL LIABILITY INSURANCE

TRACK agrees to acquire and pay the premium for a Fire and Disaster Insurance Policy, providing the same coverage or better than that previously obtained through the National Horsemen's Benevolent and Protective Fund. TRACK will, either independently or in conjunction with other racing associations, finance this program without right of reimbursement from any horsemen's organization, or individual owner or trainer. Said insurance is to be provided by a reputable insurance company selected by TRACK which, with certain limitations, protects the owners of horses against the loss of their race horses, tack, etc., due to fire or disaster. CTT and their respective members shall be named as a loss payee under such policy. CTT shall

receive a certificate of insurance, including endorsements, amendments, or any other provision or document evidencing or affecting coverage or liability limits. TRACK shall also obtain, under the same terms and conditions set forth herein, a General Liability Insurance Policy which is to name as an additional insured, and be for the benefit of the, CTT, and its member trainers and equine participants who race and/or participate in TRACK's meet at any time during the term of this Agreement.

The obtaining of a fire, disaster and general liability insurance 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.

XVIII. CTT COVENANTS

During the term of this Agreement 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 Meeting (except and in the event the TRACK is unsafe for racing) conducted by TRACK while this Agreement is in force and effect.

XIX. TRACK COVENANTS

During the term of this Agreement 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 at TRACK's 2022 Meets 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.

XX. MUTUALITY

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.

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. In the interest of promoting public good toward thoroughbred racing, TRACK will provide to CTT 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 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. This Committee shall have no involvement in the issues arising under Sections V. and VI. above.

XXI. DEFAULT

The respective covenants herein contained are concurrent, and, 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, the prevailing party shall be entitled to its costs of suit, including a reasonable attorney's fee.

XXII. EXCHANGE WAGERING

TRACK agrees to consult with CTT prior to implementing or offering exchange wagering at TRACK during the term of this Agreement.

XXIII. TRACK SAFETY

TRACK agrees to provide, within reasonable time following its receipt, not to exceed 72 hours, or to otherwise make available to CTT for review, and to meet, on a mutually agreeable schedule during the 2022 Meets, with CTT representatives to discuss, information concerning the soil or material composition, construction and engineering of TRACK's main track surfaces, including without limitation to the extent they exist, track surface material laboratory analyses, consultant analyses, daily maintenance procedures 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 California Horse Racing Board, so long as such testing reports, data or recommendations are in TRACK'S

or the California Horse Racing Board's possession, custody, or control. TRACK and CTT mutually agree to grant authorization to each other to obtain and have released any information regarding track testing reports, data or recommendation in the custody, possession or control of the California Horse Racing Board, each other, or other entity or party. CTT agrees to exercise its discretion regarding whether or not to disseminate any such reports received pursuant to this Agreement.

TRACK will make available all horse ambulance reports to CTT, as generated, or no later than on a weekly basis, during the TRACK's 2022 Meets.

XXIV. MISCELLANEOUS

23.1 No Discrimination: No party to this agreement shall discriminate against the other party due to membership in CTT or CARF, or by reason of a person's race, color, creed, religion, national origin or ancestry, sex, or age.

23.2 No Assignment: This agreement shall not be assigned by any party without the prior written consent of the other party.

23.3 Agreement Replaces All Prior Agreements: This agreement supersedes and replaces all prior agreements between the parties named herein. This agreement may be modified or amended by a writing signed by all parties.

23.4 Attorney's Fees: If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to a reasonable attorney's fee, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

23.5 Counterparts: This agreement may be executed in counterparts and each such executed counterpart shall be deemed an original. Execution by TRACK and any one or more parties shall be deemed a binding agreement as to those executing parties regardless of whether the remaining members have executed a counterpart.

23.6 Inconsistent Language: When the language of 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 Race Meet Agreement, the language in the Race Meet Agreement shall control.

23.7 Notices: Notices required to be given under this agreement shall be sent by certified mail, return receipt requested, postage prepaid as follows:

(a) If to TRACK, at its address set for in Attachment "A," "Attention Fair Manager: with a copy to Larry Swartzlander, Executive Director, CARF, 1776 Tribute Road, Sacramento, CA 95815.

(b) If to CTT, to Alan F. Balch, Executive Director, P.O. Box 660039, Arcadia, CA 91066-0039.

23.8 TRACK's Management of Race Meets: Subject only to this agreement and applicable law, the management of TRACK's premises and the conduct of the race meets is the sole prerogative of TRACK.

XXV. 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).

XXVI. 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.

XXVII. 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 whether during or after the term of this Agreement.

IN WITNESS WHEREOF, the undersigned have affixed our signatures.

CALIFORNIA AUTHORITY OF RACING FAIRS

5/6/2022

Dated:

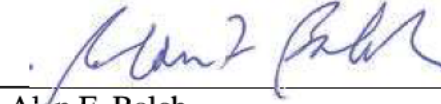


Larry Swartzlander
Executive Director

CALIFORNIA THOROUGHBRED TRAINERS, INC.

May 4, 2022

Dated:



Alan F. Balch
Executive Director

ATTACHMENT A

Alameda County Fair	Jerome Hoban CEO	4501 Pleasanton Dr. Pleasanton, CA 94566 925-426-7600
California State Fair	Rick Pickering CEO	1600 Exposition Blvd. Sacramento, CA 9581 916-263-3247
Humboldt County Fair	Rick Silacci General Manager	1250 5 th Street Ferndale, CA 95536 707-786-9511
Big Fresno Fair	Lauri King Deputy Manager	1121 Chance Avenue Fresno, CA 93702 559-650-3081

AGREEMENT

This Agreement is between CALIFORNIA AUTHORITY OF RACING FAIRS, a joint exercise of powers agency representing its members identified in Attachment "A" (hereafter "TRACK"), and the PACIFIC COAST QUARTER HORSE RACING ASSOCIATION, INC. (hereafter "PCQHRA").

1. The purpose of this Agreement is to provide for the payment by TRACK to Quarter Horse horsemen of the purses, stakes and breeder awards authorized by law, the orderly administration and conduct of Quarter Horse racing at TRACKS' race meeting, and the cooperative resolution of other matters related to the race meet which may be of concern to the parties.

2. The provisions of the Agreement shall be applicable to the Quarter Horse races conducted by TRACK under license from the California Horse Racing Board during the calendar year of **2022**. TRACK agrees to notice PCQHRA concurrently with any request for change or modification to the license application to California Horse Racing Board (CHRB).

3. (a) TRACK is either a California Exposition and State Fair, county fair or district agricultural association (fair), organized and existing under the laws of the State of California, and is a public entity receiving state money to conduct fairs. For purposes of conducting Quarter Horse racing at fair race meetings, TRACK is licensed to do so by the CHRB, and is subject to the applicable provisions of the California Horse Racing Law (Chapter 4, Division, 8, Business and Professions Code) and the applicable provisions of the Rules and Regulations of the CHRB (Title 4, California Administrative Code, Chapter 4).

TRACK is a member or associate member of the CALIFORNIA AUTHORITY OF RACING FAIRS (CARF). CARF is a joint exercise of powers agency pursuant to California Government Code, Articles 1 and 2, Chapter 9, Division 7 of Title 1. CARF has been designated by TRACK to represent, negotiate and contract on its behalf with PCQHRA for the matters specified in this Agreement. For purposes of this agreement TRACK purses will be consolidated under CARF as one purse structure. Any over/under payments will be calculated at the end of The Big Fresno Fair meet.

TRACK warrants and represents that it has the authority to enter into this Agreement and that this Agreement shall be binding upon TRACK, listed in appendix "A", its member's agents, employees and officials during the term of the Agreement.

(b) PCQHRA is a horsemen's organization representing horse owners and trainers of Quarter Horse horses, and is an organization empowered to contract with TRACK for the conduct of a race meeting, subject to the provisions of the California Horse Racing Law and the Rules and Regulations of the CHRB.

PCQHRA warrants and represents that it has the authority of its membership to enter into this Agreement, and that this Agreement shall be binding upon PCQHRA and any horse owner who accepts the conditions of the race meeting by accepting stall space at TRACK or other designated auxiliary stall facility, or who races at TRACK.

(c) The parties hereby incorporate by reference and make applicable to this Agreement, the provisions of Article 22, Sections 2040-2045 inclusive of Title 4, California Administrative Code, and Chapter 4.

4. TRACK will pay and distribute in stakes and overnight purses during the race meeting held by TRACK during the term of this Agreement, a sum in lawful money of the United States equal to all monies required to be paid pursuant to California Horse Racing Law in effect during the term of this Agreement. The purse money shall include, but not be limited to monies derived from the purse share of the handle pursuant to Sections 19614 and 19614.2 of the Business and Professions Code, "exempt" breakage pursuant to Sections 19491, 19491.5 of the Business and Professions Code, purses from simulcast wagering pursuant to Business and Professions Code Section 19604, 19605.9 or 19606, or any other purse monies due to the horse owners and trainers pursuant to Horse Racing Law or any amendment thereto.

(a) TRACK is authorized to simulcast to out-of-state satellite wagering locations provided that: (1) upon entering into a contract with an out-of-state satellite wagering location TRACK provides PCQHRA with the proposed contract with such out-of-state satellite wagering location and receives PCQHRA'S concurrence of said contract for Quarter horse races only and, (2) TRACK accounts to PCQHRA on a timely basis of revenues earned by virtue of said out-of-state satellite wagering and pays any and all monies due to PCQHRA or its members or horsemen according to Horse Racing Law and in a timely manner. This provision relates to satellite wagering of Quarter Horse races only.

(b) TRACK will provide within 15 days after the conclusion of each meet a preliminary purse report showing total dollars generated for purses from each source and the distribution of said funds on a breed by breed basis. This report shall include, but not be limited to, the amounts for administrative fee, overnight purses, stakes purses, breeders and owner's premiums. A final report summary from TRACK shall be provided for each racing fair within 15 days at the conclusion of that specific fair.

5. From the total amount authorized in paragraph 4, above, TRACK shall withhold the sum of four percent (4%), of all purse monies, payable to PCQHRA within 15 days of the close of the meet, as and for the administrative expense of PCQHRA for services rendered to horsemen and TRACK, as authorized by Business and Professions Code 19613 (c) and (d).

6. At the close of the CARF race meet, if CARF has incurred an underpayment to Quarter Horse horsemen less than \$5,000 such amount shall be carried over to the following year.

If the underpayment exceeds \$5,000 the underpayment shall be distributed to each horseman who earned purses (exclusive of stakes races) at the conclusion of the CARF race meeting in the percentage that purses earnings of each horseman (excluding stakes races) bears to the total purses paid during the meeting or carried over as stakes and purse increases for the 2018 racing season. The decision will be based on mutual concurrence of both CARF and the PCQHRA. All over-payments will be deducted from the amount payable as stakes and purses at CARF'S next meeting.

7. Pursuant to Section 19541 of the Business and Professions Code, TRACK shall, so far as practicable, provide a program of mixed breed racing that includes Quarter Horse racing. The number of races daily are specified in the license applications. TRACK will offer as many Quarter Horse races as racing secretary fills. At the discretion of racing secretary, additional races may be offered as extras and included in the daily card. Placement of races determined daily following close of entries. The number of entries for a race to be used shall be the minimum of other breeds races that were used.

8. (a) Cal-Bred Owner's Premiums and Awards shall be paid pursuant to the Horse Racing Law.

(b) The Racing Office at the TRACK within 7 days of the conclusion of the meet will provide a marked program page and official race result charts for all Quarter Horse races run at the meet to facilitate record keeping and payment of Cal-Bred premiums to eligible owners and breeders.

9. So long as TRACK is abiding by the provisions of the Agreement, any person, whether a member of PCQHRA or not, engaging in encouraging or assisting any strike, picketing, stoppage, or other interference in violation of this Agreement or who refuses to abide by the terms and conditions of the race meet, the provisions of the stall applications, or TRACK rules and regulations applicable to horse owners, trainers and their agents and employees, shall be subject to immediate dismissal from TRACK'S stall space (or designated auxiliary facility) and shall, unless otherwise agreed to by TRACK, not be permitted to participate in the race meet.

10. The parties agree that it is in their best interest that matters arising under this Agreement or pertaining to Quarter Horse racing at the race meet is settled by them through negotiation and consultation. To that end, the parties shall meet and confer as may be necessary. Any dispute that may not be resolved by meeting and conferring with the racing secretary shall be referred to the fair manager where the racing is being conducted and where the dispute arose. Since time is of the essence in settling such disputes, in the event of a claimed violation of this Agreement, the party claiming such violation, at its sole discretion, shall have the choice of pursuing independently or concurrently either: (a) submit such claim to the CHRB for resolution or, (b) submit such claim directly to an appropriate court for such legal action and equitable relief, as is appropriate.

If an issue between PCQHRA and TRACK management cannot be resolved within 24 hours, both parties agree to bring the matter before the executive director of the California Horse Racing Board for resolution.

In order to facilitate the racing of Quarter Horses, PCQHRA shall:

(a) Be authorized to act for and on behalf of Quarter Horse horsemen in all matters pertaining to this Agreement and make every effort to provide a representative to be present at each track to assist in taking of entries and filling of extra races.

(b) Meet and confer on or before **April, 30, 2022**, with TRACK'S racing secretary(s) to establish the general conditions of Quarter Horse racing at the TRACK covered by this Agreement, so as to accommodate a full season of racing.

(c) Make its best effort to ensure that race meet fields of horses are not less than 7, in which event TRACK may cancel the race, if approved by the stewards. When a stakes schedule and an overnight purse schedule have been approved by the PCQHRA, no changes shall be made to such schedules without first consulting and obtaining consent from PCQHRA.

(d) Meet and confer on a timely basis with TRACK'S racing secretaries and stall superintendents to advise them regarding the assignment of allocated stall space and any other appropriate matter.

(e) Notify its members that horsemen/trainers with a delinquent account at any TRACK covered by this Agreement shall not be permitted to occupy stall space or enter horses to race at any TRACK until such account has been paid.

11. (a) TRACK shall make available to Quarter Horse owners/trainers a number of stalls representing the proportion of scheduled Quarter Horse to the total of all races scheduled in 2022. If such stalls are not available, TRACK shall pay vaning cost for those horsemen approved to run and entered to race and are unable to obtain stall space at such TRACKS for Quarter Horse horses entered to race. TRACK shall make its stalls available to horsemen at least 5 days prior to opening day. Horsemen shall submit stall applications at least 14 days prior to the commencement of each race meet at TRACK. If portable stalls are used, water and electricity shall be provided in the area where the stalls are located.

Except for good cause and after consultation with PCQHRA's representative, TRACK shall not allocate more than 10 stalls to any one trainer.

(b) TRACK shall make reasonable efforts to provide owners and trainers with vacant trailer spaces. TRACK will provide one (1) RV trailer space for the PCQHRA representative at no cost to PCQHRA. Reservations shall be mailed by applicants to TRACK not less than twenty (20) days prior to the opening of the race meet.

(c) TRACK shall provide a starting gate and gate crew at a designated auxiliary stabling location for use by horsemen for qualifying Quarter Horses in June as the parties may agree. TRACK shall notify the PCQHRA representative at least 24 hours in advance of the day and location of the gate and crew.

(d) TRACK shall provide, without charge, admissions credentials for use by owners, trainers and other persons with valid CHRB license.

(e) By prior arrangement with TRACK, and with the necessary authorization of the individual account holder, tattooing fees may be deducted from the horseman's paymaster account.

(f) The Racing Office at the TRACK shall maintain a separate record of Quarter Horse trainer and jockey standings and submit them to PCQHRA representative at the conclusion of the meet.

12. No party to this Agreement will discriminate against the other party solely due to membership in PCQHRA or CARF, or by reason of a person's race, color, creed, religion, national origin or ancestry, sex, or age.

13. TRACK will pay eight (8) places, first through eight. The following formula shall be used: First Place, 55%; Second Place, 20%; Third Place, 12%; Fourth Place, 7%; Fifth Place, 2%; Sixth Place, 2%; and Seventh Place, 1%; Eight Place, 1%. In the event there is less than an eight-horse field, the applicable percentage will be paid out as purse money in **2021** or as retro-active money. In addition, TRACK will not pay a starter fee. Funds generated for workmen's compensation relief from exotic wagers will be pooled with all emerging breeds and dispersed at the end of the summer fairs on a basis of total pool generated by all breeds divided by the total starts of all breeds.

(a) TRACK will pay out all advertised purse monies in Quarter Horse stakes races administered by the TRACK regardless of the number of starter in a stakes race. If there are less than eight starters in a Quarter Horse stakes race, all of the advertised purse monies will be distributed on a prorated basis among the starters in the stakes race.

(b) The **2022** Quarter Horse stakes (Proposed) schedule is included as Appendix "B" to this Agreement.

(c) CARF shall use comparable races at Los Alamitos for purposes of continuing the 80% purse level for similar classes of Quarter horses running at all the fair meetings. Following the last fair meeting CARF shall provide PCQHRA with an accounting of all monies allocated at the fair meetings. At the conclusion of each fair meet CARF will assess the purse over/underpayment status and with the consent of PCQHRA may adjust purse levels as necessary.

14. In the event of the cessation, termination, cancellation or inability to stage a race meet due to any changes in the Horse Racing Law, both parties are relieved from further fulfillment of the Agreement and it may be terminated upon written notice by either or both parties.

15. (a) This Agreement may not be assigned by any party without the prior written consent of the other party.

(b) This Agreement supersedes and replaces all prior agreements between the parties named herein and becomes binding upon the parties upon the signatures of authorized officials of PCQHRA and CARF.

(c) If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to a reasonable attorney's fee which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

(d) Subject only to this Agreement and applicable law, the management of TRACK'S premises and the conduct of race meets is the sole prerogative of TRACK.

16. It is understood and agreed that the CALIFORNIA AUTHORITY OF RACING FAIRS is not a party to this Agreement, but is acting solely for the benefit and convenience of its members; that TRACKS listed in Attachment "A" are the parties to this Agreement; and that all

benefits and liabilities to the parties created by this Agreement are solely those of PCQHRA and the TRACKS.

17. This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties. A signed copy of this Agreement transmitted by facsimile machine or electronically by any means shall have the same force and effect as an original signature.

DATE 2/14/22

PACIFIC COAST QUARTER HORSE
RACING ASSOCIATION, INC.

BY: [Signature]

PCQHRA
P. O. Box 919
Los Alamitos, CA 90720

DATE 4/14/22

CALIFORNIA AUTHORITY
OF RACING FAIRS

BY: [Signature]

CARF
1776 Tribute Road, Suite 205
Sacramento, CA 95815

APPENDIX "A"

Alameda County Fair	Jerome Hoban CEO	4501 Pleasanton Dr. Pleasanton, CA 94566 925-426-7600
California State Fair	Rick Pickering CEO	1600 Exposition Blvd. Sacramento, CA 9581 916-263-3247
Humboldt County Fair	Rich Silacci CEO	1250 5th Street Ferndale, CA 95536 707-786-9511
Big Fresno Fair	Lauri King Deputy Fair Mgr.	1121 Chance Avenue Fresno, CA 93702 559-650-3081

APPENDIX "B"
2022 QUARTER HORSE STAKES SCHEDULE

Alameda County Fair

Jack Robinson Handicap – 48th Running \$8,000 Guaranteed
Three Year Olds and Upward - 350 Yards

California State Fair

The Jack Clifford –23rd Running \$8,000 Guaranteed
For Three Year Olds & Upward - 350 Yards

Big Fresno Fair

Fresno Quarter Horse Futurity-29th Running \$8,000 Guaranteed
For Two Year Olds - 350 Yards

**2022
RACING AGREEMENT**

BETWEEN

**CALIFORNIA AUTHORITY OF RACING FAIRS
(THIS DOES NOT INCLUDE THE SONOMA COUNTY FAIR)**

AND

THE ARABIAN RACING ASSOCIATION OF CALIFORNIA

AGREEMENT

This Agreement is between CALIFORNIA AUTHORITY OF RACING FAIRS, a joint exercise of powers agency representing its members identified in Appendix “A” (hereafter “TRACK”), and the ARABIAN RACING ASSOCIATION OF CALIFORNIA, INC. (hereafter “ARAC”).

1. The purpose of this Agreement is to provide for the payment by TRACK to Arabian horsemen of the purses, stakes and breeder awards authorized by law, the orderly administration and conduct of Arabian racing at TRACK’S race meeting, and the cooperative resolution of other matters related to the race meet which may be of concern to the parties.

2. The provisions of the Agreement shall be applicable to the Arabian horse races conducted by TRACK under license from the California Horse Racing Board during the calendar year of 2020.

3. (a) TRACK is either a California Exposition and State Fair, county fair or district agricultural association (fair), organized and existing under the laws of the State of California, and is a public entity receiving state money to conduct fairs. For purposes of conducting Arabian racing at fair race meetings, TRACK is licensed to do so by the California Horse Racing Board (CHRB), and is subject to the applicable provisions of the California Horse Racing Law (Chapter 4, Division, 8, Business and Professions Code) and the applicable provisions of the Rules and Regulations of the CHRB (Title 4, California Administrative Code, Chapter 4).

TRACK is a member or associate member of the CALIFORNIA AUTHORITY OF RACING FAIRS (CARF). CARF is a joint exercise of powers agency pursuant to California Government Code, Articles 1 and 2, Chapter 9, Division 7 of Title 1. CARF has been designated by TRACK to represent, negotiate and contract on its behalf with ARAC for the matters specified in this Agreement.

TRACK warrants and represents that it has the authority to enter into this Agreement and that this Agreement shall be binding upon TRACK, its members’ agents, employees and officials during the term of the Agreement.

(b) ARAC is a horsemen’s organization representing horse owners and trainers of Arabian horses, and is an organization empowered to contract with TRACK for the conduct of a race meeting, subject to the provisions of the California Horse Racing Law and the Rules and Regulations of the CHRB.

ARAC warrants and represents that it has the authority of its membership to enter into this Agreement, and that this Agreement shall be binding upon ARAC members. Any horse owner who accepts the conditions of the race meeting by accepting stall space at TRACK or other designated auxiliary stall facility, or who races at TRACK, will also be bound by this Agreement and ARAC will use its best efforts to ensure such compliance...

(c) The parties hereby incorporate by reference and make applicable to this Agreement, the provisions of Article 22, Sections 2040-2045 inclusive of Title 4, California Administrative Code, Chapter 4.

(d) The parties agreed that ARAC'S representative capacity and authority to contract is for the year 2022 only.

4. TRACK shall pay in stakes and purses a sum in lawful money of the United States equal to the amount specified in Section 19614 and 19614.1 of the Business and Professions Code and Sections 19605.7 (b), (c), (e), (h), 19606, 19606.3 and 19606.4 plus the additional sum representing "exempt" breakage as defined in Business and Professions Code 19491, 19491.5 and 19606.

5. From the total amount authorized in paragraph 4, above, TRACK shall withhold the sum of 10 percent (10%), of earned purses payable to ARAC within 15 days of the close of the meet, as and for the administrative expense of ARAC for services rendered to horsemen and TRACK, as authorized by Business and Professions Code 19613 (c) and (d).

6. At the close of the race meet, if TRACK has incurred an underpayment to Arabian horsemen less than \$5,000, such amount shall be carried over to the next race meeting.

7. Pursuant to Section 19543 of the Business and Professions Code, TRACK shall schedule Arabian horse racing as set forth in their 2022 license applications or as approved by the CHRB. In consideration of ARAC's undertakings hereunder. TRACK will consider additional Arabian races as conditions warrant and at the discretion of the Racing Secretary.

8. Cal-Bred Owner's Premiums and Awards shall be paid pursuant to the Horse Racing Law.

9. So long as TRACK is abiding by the provisions of the Agreement, any person, whether a member of ARAC or not, engaging in, encouraging or assisting any strike, picketing, stoppage, or other interference in violation of this Agreement or who refuses to abide by the terms and conditions of the race meet, the provisions of the stall applications, or TRACK rules and regulations applicable to horse owners, trainers and their agents and employees, shall be subject to immediate dismissal from TRACK'S stall space (or designated auxiliary facility) and shall, unless otherwise agreed to by TRACK, not be permitted to participate in the race meet.

10. The parties agree that it is in their best interest that matters arising under this Agreement or pertaining to Arabian racing at the race meet be settled by them by negotiation and consultation. To that end, the parties shall meet and confer as may be necessary.

In order to facilitate the racing of Arabian horses, ARAC shall:

(a) Make best effort to provide a representative be present at each TRACK prior to and during the racing of Arabian horses that shall be authorized to act for and on behalf of Arabian horsemen in all matters pertaining to this Agreement. TRACKS shall cooperate with ARAC in writing the conditions of the races provided herein, so as to properly accommodate a full season of racing.

(b) An onsite representative is at the discretion of the ARAC.

(c) In the event additional purse money is required to pay purses larger than for which funds are available at TRACK, or for new or additional races, if any, ARAC shall deposit such funds with TRACK not less than 10 days prior to the race meet. If necessary, ARAC shall provide funds for all stakes races at any TRACK where stakes have been agreed. Failure to provide funds required by this Agreement may result in cancellation of the race.

(d) Make its best effort to ensure that race meet fields or horses are not less than seven (7) in which event TRACK may cancel race, if approved by the stewards.

(e) All races will be placed in the beginning of the program.

(f) Apply for allocated stall space (paragraph 11) no less than 20 days before the TRACK'S opening day of racing. TRACK will assign stalls to only eligible horse 10 days before the meet opens at the Racing Secretary's discretion. Stalls not applied for or not filled will be reassigned, at TRACK'S discretion.

(g) Notify its members that horsemen/trainers with a delinquent account at any track covered by this Agreement shall not be permitted to occupy stall space or enter horses to race at any TRACK until such account has been paid.

(h) Notify its membership, on a timely basis, of the provisions of this Agreement.

11. TRACK shall make reasonable efforts to provide owners and trainers with vacant trailer spaces. Reservations shall be mailed by applicants to TRACK not less than twenty (20) days prior to the opening of the race meet. The Pleasanton Track will be open on 1 June for stabling. The track will open when sufficient horses are on site to merit opening it.

12. TRACK will pay eight (8) places, first through eight. The following formula shall be used: First Place, 55%; Second Place, 20%; Third Place, 12%; Fourth Place, 7%; Fifth Place, 2%; Sixth Place, 2%; and Seventh Place, 1%; Eighth Place, 1%. In the event there is less than an eight-horse field, the applicable percentage will be paid out as purse money in 2020 or as retroactive money. In addition, TRACK will not pay a starter fee, out of state ship in funds and each fair racing secretary will insert the following statement in the condition book at each respective fair: "Winners of \$1500 or less (net) to include maidens not considered." Funds generated for workmen's compensation relief from exotic wagers will be pooled with all emerging breeds and dispersed at the end of the summer fairs on a basis of total pool generated by all breeds divided by the total starts of all breeds.

13. TRACK will provide no funds for stakes races. All Overnight purses will be \$6,000. Any supplements for stakes will be \$6,000 also. This applies to Pleasanton, Sacramento and Fresno. HCF purses will remain at the levels of 2021. If Overnight purses generated exceed purses paid out purses will be adjusted accordingly.

14. No party to this Agreement will discriminate against the other party solely due to membership in ARAC or CARF, or by reason of a person’s race, color, creed, religion, national origin or ancestry, sex, or age.

15. In the event of the cessation, termination, cancellation or inability to stage a race meet due to any changes in the Horse Racing Law, both parties are relieved from further fulfillment of the Agreement and it may be terminated upon written notice by either or both parties.

16. (a) This Agreement may not be assigned by any party without the prior written consent of the other party.

(b) This Agreement supersedes and replaces all prior agreements between the parties named herein, and becomes binding upon the parties upon the signatures of authorized officials of ARAC and CARF.

(c) If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to a reasonable attorney’s fees which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

(d) Subject only to this Agreement and applicable law, the management of TRACK’S premises and the conduct of race meets is the sole prerogative of TRACK.

17. It is understood and agreed that the CALIFORNIA AUTHORITY OF RACING FAIRS is not a party to this Agreement, but is acting solely for the benefit and convenience of its members; that TRACKS listed in Appendix “A” are the parties to this Agreement; and that all benefits and liabilities to the parties created by this Agreement are solely those of ARAC and the TRACKS. Appendix "B" lists the contacts for ARAC.

DATED _____

DATED _____

ARABIAN RACING
ASSOCIATION OF CALIFORNIA, INC.

CALIFORNIA AUTHORITY
OF RACING FAIRS

BY _____


BY _____

Cory Soltau, Chairperson

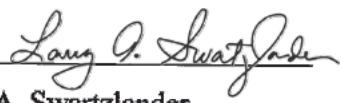
Larry A. Swartzlander
On behalf of the TRACKS listed in
Appendix “A”

Address:

Address:

BY 
Cory Soltau, Chairperson

Address:
240 Joseph Lane
Pleasanton, CA 94588

BY 
Larry A. Swartzlander
On behalf of the TRACKS listed in
Appendix "A"
Address:
California Authority of Racing Fairs
1776 Tribute Road, Suite 150
Sacramento, CA 95815



240 Joseph Lane
Pleasanton, CA 94588

California Authority of Racing Fairs
1776 Tribute Road, Suite 150
Sacramento, CA 95815

APPENDIX "A"

Alameda County Fair	Jerome Hoban CEO	4501 Pleasanton Dr. Pleasanton, CA 94566 925-426-7600
Humboldt County Fair	Rich Silacci CEO	1250 5th Street Ferndale, CA 95536 707-786-9511
California State Fair	Rick Pickering CEO	1600 Exposition Blvd. Sacramento, CA 9581 916-263-3247
Big Fresno Fair	Lauri King Dep General Manager	1121 Chance Avenue Fresno, CA 93702 559-650-3081



a California joint powers agency

1776 Tribute Road, Suite 150
Sacramento, CA 95815
Office: 916.263.3346 Fax: 916.263.3341
www.calairs.com

April 6, 2022

The following matters are agreed to as of April 6, 2022 by and between the Thoroughbred Owners of California (TOC), the California Thoroughbred Trainers (CTT) and the California Authority of Racing Fairs (CARF) regarding Race Day furosemide Administration for the 2022 California Authority of Racing Fairs (CARF):

1. Term. This Agreement shall have a term of June 17, 2022 and continue through October 16, 2022.
2. CARF Furosemide Protocol. Exhibit A.
3. Medication Administration Protocol. Exhibit B.
4. Race Day Furosemide Administration by CARF veterinarians. Exhibit C.
5. Protocol Prior to Medication Administration. Exhibit D.
6. Program Staffing and Costs. Exhibit E.

Agreed and Accepted:

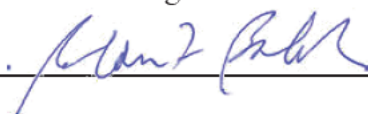
Thoroughbred Owners of California

By: 

Name: Mary Forney

Title: Executive Director

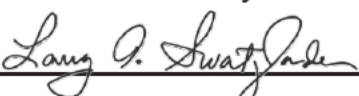
California Thoroughbred Trainers

By: 

Name: Alan F. Balch

Title: Executive Director

The California Authority of Racing Fairs

By: 

Name: Larry A. Swartzlander

Title: Executive Director

Exhibit A

CARF Member Fairs 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 150 mg-250 mg (3 cc to 5 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 250 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 at CARF Member Fairs 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 a CARF Member Fair or have arrived at CARF Member Fair on race day, the trainer shall post the applicable CHRB detention stall sign on the horse's stall no later than eight (8) hours prior to the post time of the race for which the horse is entered or, for a horse arriving from off grounds of the racetrack, when the horse is placed in a pre-race security stall. Notwithstanding the generality of the foregoing, if CARF 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 a CARF Member Fair or have not arrived at a CARF Member Fair eight (8) hours prior to the post time of the race for which the horse is entered, the trainer shall post the applicable CHRB detention stall sign on the horse's stall at the off-site stabling facility no later than eight (8) hours prior to the post time of the race for which the horse is entered and at the stall at the appropriate CARF Member Fair that the horse will occupy when the horse is placed in the pre-race security stall. Notwithstanding the generality of the foregoing, if CARF Member Fairs 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 CARF Member Fairs no later than two (2) hours prior to post time of the first (1st) race of the day.

10. Regardless of the time of arrival at a CARF Member Fair, if the horse is not stabled at a CARF Member Fair, CARF Member Fairs 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 two (2) hours prior to the post time of the first (1st) race of the day, the security officer shall notify the Stewards and racing secretary of the late arrival.

11. No furosemide will be administered to any two-year-olds.

12. No furosemide will be administered to any entrant in a stakes race.

Exhibit B

Medication Administration Protocol

1. Furosemide Veterinarians highlight their assigned horses on treatment sheet.
2. The furosemide coordinator, furosemide veterinarians, and furosemide technicians shall review treatment assignments by performing a roll call of each horse in each race to verify that:
 - a. All furosemide eligible horses are assigned to a veterinarian or technician.
 - b. Only one furosemide veterinarian or technician is assigned to each horse.
 - c. Furosemide ineligible horses are not assigned for furosemide treatment.
 - d. Scratches, medication status changes, and stall assignments changes are accurately recorded by all.
3. Furosemide shall be administered only after: a) the trainer, owner, or the owner's veterinarian has consulted with the furosemide veterinarian regarding the condition of the horse, and b) the furosemide veterinarian has examined the horse sufficiently to establish a veterinary- client-patient relationship in accordance with 16 CCR 2032.1.
4. Furosemide administration shall be performed in the horses' stalls between 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 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 states 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 coordination 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 if the lip tattoo. 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 if applicable, assist in identifying the horse through 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 250 mg has been determined after consultation between the trainer, owner, or owner's veterinarian, and the furosemide veterinarian.

d. To administer the medication the furosemide veterinarian, or technician, shall:

i. At the discretion of the administering veterinarian, or technician, use alcohol swabs to assist in visualization of the jugular vein.

ii. The veterinarian, or technician, requests the attendant to elevate the horse's head to position it so that the jugular vein is accessible and easily visualized.

iii. The injection site is the proximal third of the left jugular vein, 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 administered race day furosemide in an evidence/ biohazard tamper-proof bag which will be sealed in front of the witnesses. The witnesses shall sign the sealed evidence/ biohazard tamper-proof bag. The evidence/ biohazard tamper-proof bag shall be labeled with:

- i. Name of horse.
- ii. Name of trainer.
- iii. Date and time of furosemide administration.

f. The sealed and signed evidence/ biohazard tamper-proof bag containing the syringe will be delivered to CHRB.

g. A summary of events shall be written by the administering veterinarian, or technician, and provided to the Racing Secretary.

Exhibit C**Race Day Furosemide Administration by CARF Member Fairs Furosemide Veterinarians**

Each racing day veterinarians responsible for medication administration shall perform an inventory of their kit and restock as necessary. The kit shall contain:

1. Salix
2. Epinephrine
3. 5/6cc syringes with 20G X 1 ½" needles
4. 10/12cc syringes with 20G X 1 ½" needles
5. 190 X I ½" silicone-free needles
6. Sharpie pens (fine point)
7. Highlighters
8. Small flashlight or penlight
9. Biohazard/Evidence bag
10. Colored tags & tape
11. Form CHRB- 36 Bleeder Treatments Report (See appendix XX)
12. Disposable exam gloves

Exhibit D

Protocol Prior to Medication Administration

Furosemide Coordinator Duties:

1. Retrieve list of horse in-today on official CHRB authorized bleeder medication list from the CHRB Official Veterinarian's secretary.
2. Obtain official scratch information from Stewards and any last-minute change to CHRB authorized bleeder medication eligibility changes from the official veterinarian or the Official Veterinarian's secretary.
3. Complete CHRB-36 (see Appendix XX for BC Example) for each horse in-today on the CHRB authorized bleeder medication list.
4. Assign treatments to Furosemide veterinarians or RVT's (initials or A, B, C, or D) for each race.
5. Download the Horse Identification Program PDF file from Incompass website as follows:
 - a. <http://rto.incompasssolutions.com>.
 - b. Click on Incompass login.
 - c. Select track (PLN, SAC, HUM, FNO) and ongoing meet dates interval.
 - d. Select Menu/ Program/ Reports/ Horse Identification.
 - e. Enter race date via calendar icon.
 - f. Verify all Print boxes contain checks.
 - g. Click "View/ Print".
 - h. Print report, single-sided, letter sized (8.5X11") paper.
6. Annotate the Master Horse Identification Program by:
 - a. Writing the post time for each race to the LEFT of center on each page.
 - b. Writing the treatment interval for each race (4½ to 4 hours prior to post time) to the RIGHT of center on each page.

- c. For races spanning more than one page, prominently writing FLIP OVER on the BOTTOM RIGHT of the first page for that race.
- d. Crossing out scratched horses.
- e. Logging Barn (and Stall number if known) in the left margin by each horses' name. This information is obtained from the Barn list and daily Receiving Barn assignment maintained by the Racing Secretary / Stall Person / Receiving Barn Manager.
- f. Recording Salix eligibility changes.
- g. Writing NO SALIX over the names of horse not designated to race on Salix. Horses eligible to receive Salix will have an (L) notation to the right of their name.

Exhibit E

Staffing Requirements for CARF Member Fair Lasix Program

1. CARF Member Fairs will provide staffing for the administration of furosemide as follows:
 - a. One furosemide coordinator
 - b. One furosemide technician per veterinarian administering Lasix
 - c. One to Two Pre-Approved Veterinarians
 - i. Dependent on race day entries

2. The Fitness Veterinarian will provide Lasix administration services with the aid of a technician for any race card that has 49 or less horses requiring Lasix.
 - a. If a race card has more than 50 horses requiring the administration of Lasix, a second pre-approved Lasix Veterinarian will be hired to assist with the administration of Lasix

application on its behalf.


Signature

Larry Swartzlander

Director of Racing

5/24/22

Print Name

Print Title

Date

STAFF ANALYSIS

DISCUSSION AND ACTION BY THE BOARD ON THE APPROVAL FOR THE DISTRIBUTION OF MARKET ACCESS FEES FROM ADVANCED DEPOSIT WAGERING, PLACED BY CALIFORNIA RESIDENTS ON ALL LIVE AND IMPORTED RACES HOSTED BY THE SIGNATORY RACING ASSOCIATIONS FOR THE PERIOD JUNE 17, 2022, THROUGH DECEMBER 31, 2022, FOR A DISTRIBUTION THAT WOULD OTHERWISE BE PAYABLE AS PURSES AND COMMISSIONS, TO COVER THE ASSESSMENTS AS ALLOCATED TO EACH SIGNATORY RACING ASSOCIATION PURSUANT TO THE HORSERACING INTEGRITY AND SAFETY ACT OF 2020 (“HISA”) FOR CALENDAR YEAR 2020 AS PERMITTED UNDER BUSINESS & PROFESSIONS CODE SECTION 19604(F)(5)(E).

Regular Board Meeting
June 16, 2022

ISSUE:

The Thoroughbred Owners of California (TOC) and the signatory racing associations are seeking approval of an agreement under Business and Professions Code (BPC) section [19604\(f\)\(5\)\(E\)](#) for the period June 17, 2022 through December 31, 2022, for a distribution that would otherwise be payable as purses and commissions, to cover the 2022 calendar year assessment for California’s proportionate share of the Horseracing Integrity and Safety Authority operating budget.

ANALYSIS:

The Horseracing Integrity and Safety Act created the “Authority”, a federal entity under the Federal Trade Commission (FTC), to oversee horse racing activities nationwide through two regulatory programs, the Anti-Doping Medication Control Program, and the Racetrack Safety Program. The Authority is funded per the methodology assessment regulations that determine each state’s proportionate share of the Authority’s operating budget based on the number of projected starts and projected purse starts. California’s proportionate share of the total 2022 Authority budget amount of \$14,331,949 is \$1,451,256.

Each signatory racing association share was further calculated as follows:

Alameda County Fair	\$22,614
California State Fair	\$3,733
Del Mar Thoroughbred Club	\$348,178
The Big Fresno Fair	\$10,913
Humboldt County Fair	\$3,809
Los Alamitos Quarter Horse Racing Association	\$22,172
Los Alamitos Thoroughbred Racing Association	\$61,553
Los Angeles County Fair	\$31,139
Los Angeles Turf Club, Santa Anita	\$636,732
Pacific Racing Association, Golden Gate Fields	\$297,867
Sonoma County Fair	\$12,545

BACKGROUND:

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

RECOMMENDATION:

This item is presented for Board discussion and action. Staff recommends the Board approve the request as proposed.

2022 Horse Racing Integrity and Safety Act Funding Agreement

This Agreement is entered into as of this 2nd day of June, 2022 by and between the undersigned racing associations ("the Signatory Racing Associations"), and the Thoroughbred Owners of California.

IT IS HEREBY AGREED AS FOLLOWS:

1. The distribution of Market Access fees from Advanced Deposit Wagering, ("ADW") placed by California residents on all live and imported races hosted by the Signatory Racing Associations shall be altered by the creation of an additional deduction for a distribution therefrom that would otherwise be payable as purses and commissions, and such deduction shall be utilized to cover the assessments allocated to each Signatory Racing Association pursuant to the Horse Racing Integrity and Safety Act of 2020 ("HISA") for calendar year 2022. The assessment charges will be equally borne by Signatory Racing Associations and their respective purse accounts.
2. The parties shall immediately file this Agreement with the CHRB for the purposes of securing its approval of the deduction contemplated from market access fees placed on races hosted by the Signatory Racing Associations.
3. Subject to the requisite approval of the CHRB, the deduction from ADW set forth in #1 above shall be effective June 17, 2022. The deduction shall continue through the balance of the calendar year until each Signatory Racing Association has generated enough to cover its 2022 HISA assessment. Should the total 2022 deduction generated pursuant to the ADW percentage listed below for any Signatory Racing Association fall short of the assessment required by HISA, the Signatory Racing Association shall provide the supplemental funding necessary to cover the shortfall, with fifty percent of the supplemental funding applied to its respective purse account.
4. The HISA assessments and related ADW deduction percentages are as follows:

<u>Signatory Racing Association</u>	<u>HISA Assessment</u>	<u>HISA ADW Deduction Percentage</u>
Alameda County Fair	22,614	0.13%
California State Fair	3,733	0.03%
Del Mar Thoroughbred Club	348,178	0.20%
The Big Fresno Fair	10,913	0.13%
Humboldt County Fair	3,809	0.06%
Los Alamitos Quarter Horse Racing Assn.	22,172	0.04%
Los Alamitos Thoroughbred Racing Assn.	61,553	0.17%
Los Angeles County Fair	31,139	0.10%
Los Angeles Turf Club (Santa Anita)	636,732	0.64%
Pacific Racing Assn.(Golden Gate)	297,867	0.44%
Sonoma County Fair	12,545	0.12%
Total	\$1,451,256	

5. The Signatory Racing Associations will remit the respective amounts they owe within ten business days of the receipt of market access fees. It is agreed that the CHRB shall evaluate payments received during the time frame of this Agreement, and if deemed necessary by the CHRB, will require that it receive pre-payments in order to ensure that the Agreement is timely and sufficiently funded. The Signatory Racing Associations will fund such pre-payments within ten business days of notification.

Agreed:

Los Angeles Turf Club (Santa Anita)

Del Mar Thoroughbred Club

By: Rebecca Newman CFO

By: _____

2022 Horse Racing Integrity and Safety Act Funding Agreement

This Agreement is entered into as of this 2nd day of June, 2022 by and between the undersigned racing associations ("the Signatory Racing Associations"), and the Thoroughbred Owners of California.

IT IS HEREBY AGREED AS FOLLOWS:

1. The distribution of Market Access fees from Advanced Deposit Wagering, ("ADW") placed by California residents on all live and imported races hosted by the Signatory Racing Associations shall be altered by the creation of an additional deduction for a distribution therefrom that would otherwise be payable as purses and commissions, and such deduction shall be utilized to cover the assessments allocated to each Signatory Racing Association pursuant to the Horse Racing Integrity and Safety Act of 2020 ("HISA") for calendar year 2022. The assessment charges will be equally borne by Signatory Racing Associations and their respective purse accounts.
2. The parties shall immediately file this Agreement with the CHRB for the purposes of securing its approval of the deduction contemplated from market access fees placed on races hosted by the Signatory Racing Associations.
3. Subject to the requisite approval of the CHRB, the deduction from ADW set forth in #1 above shall be effective June 17, 2022. The deduction shall continue through the balance of the calendar year until each Signatory Racing Association has generated enough to cover its 2022 HISA assessment. Should the total 2022 deduction generated pursuant to the ADW percentage listed below for any Signatory Racing Association fall short of the assessment required by HISA, the Signatory Racing Association shall provide the supplemental funding necessary to cover the shortfall, with fifty percent of the supplemental funding applied to its respective purse account.
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Los Alamitos Quarter Horse Racing Assn.	22,172	0.04%
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Sonoma County Fair	12,545	0.12%
Total	\$1,451,256	

5. The Signatory Racing Associations will remit the respective amounts they owe within ten business days of the receipt of market access fees. It is agreed that the CHRB shall evaluate payments received during the time frame of this Agreement, and if deemed necessary by the CHRB, will require that it receive pre-payments in order to ensure that the Agreement is timely and sufficiently funded. The Signatory Racing Associations will fund such pre-payments within ten business days of notification.

Agreed:

Los Angeles Turf Club (Santa Anita)

Del Mar Thoroughbred Club

By: _____

By: 

Pacific Racing Associations (Golden Gate)

Los Alamitos Racing Association

By: Rebecca Newman CFO

By: _____

Los Angeles County Fair

Los Alamitos Quarter Horse Racing Assn.

By: _____

By: _____

Alameda County Fair

California State Fair

By: _____

By: _____

The Big Fresno Fair

Humboldt County Fair

By: _____

By: _____

Sonoma County Fair

Thoroughbred Owners of California

By: _____

By: _____

Pacific Racing Associations (Golden Gate)

Los Alamitos Racing Association

By: _____

By: *Paul McNeil*

Los Angeles County Fair

Los Alamitos Quarter Horse Racing Assn.

By: *Paul McNeil*

By: *Paul McNeil*

Alameda County Fair

California State Fair

By: _____

By: _____

The Big Fresno Fair

Humboldt County Fair

By: _____

By: _____

Sonoma County Fair

Thoroughbred Owners of California

By: _____

By: _____

By: _____

By: _____

2022 HISA Agreement

Page 2

Los Angeles County Fair

Los Alamitos Quarter Horse Racing Assn.

By: _____

By: _____

Alameda County Fair

California State Fair

By: Lay A Sutzler

By: Lay A Sutzler

The Big Fresno Fair

Humboldt County Fair

By: Lay A Sutzler

By: Lay A Sutzler

Sonoma County Fair

Thoroughbred Owners of California

By: _____

By: _____

Pacific Racing Associations (Golden Gate)

Los Alamitos Racing Association

By: _____

By: _____

Los Angeles County Fair

Los Alamitos Quarter Horse Racing Assn.

By: _____

By: _____

Alameda County Fair

California State Fair

By: _____

By: _____

The Big Fresno Fair

Humboldt County Fair

By: _____

By: _____

Sonoma County Fair

Thoroughbred Owners of California

By:  _____

By: _____

Pacific Racing Associations (Golden Gate)

Los Alamitos Racing Association

By: _____

By: _____

Los Angeles County Fair

Los Alamitos Quarter Horse Racing Assn.

By: _____

By: _____

Alameda County Fair

California State Fair

By: _____

By: _____

The Big Fresno Fair

Humboldt County Fair

By: _____

By: _____

Sonoma County Fair

Thoroughbred Owners of California



By: _____

By: _____

Agenda Item 9**STAFF ANALYSIS**

DISCUSSION AND ACTION BY THE BOARD ON THE APPROVAL FOR THE DISTRIBUTION OF MARKET ACCESS FEES FROM ADVANCED DEPOSIT WAGERING, PLACED BY CALIFORNIA RESIDENTS ON ALL LIVE AND IMPORTED RACES HOSTED BY THE SIGNATORY RACING ASSOCIATIONS FOR THE PERIOD JULY 1, 2022, THROUGH JUNE 30, 2023 FOR A DISTRIBUTION THAT WOULD OTHERWISE BE PAYABLE TO PURSES, BREEDERS AND TRACK COMMISSIONS, TO SUPPLEMENT FUNDING FOR CHRB BOARD SUPPORT AS PERMITTED UNDER BUSINESS & PROFESSIONS CODE SECTION 19604(f)(5)(E).

Regular Board Meeting
June 16, 2022

ISSUE:

The horse racing industry stakeholders that benefit from market access fees, are seeking approval of an industry agreement to supplement CHRB Board support under Business and Professions Code section 19604(f)(5)(E) for the period July 1, 2022 through June 30, 2023. The agreement would modify the distribution of market access fees from California resident advance deposit wagering (ADW) placed on all live and imported races to fund deficits identified in providing Board support. The agreement allows the Thoroughbred Owners of California (TOC) and the signatory tracks to utilize market access fee funds to supplement Board support for the fiscal year 2022-23.

ANALYSIS:

In the past, brick and mortar wagering contributed the vast majority of CHRB's Board support. Covid-19 shutdowns and migration of wagering from California brick and mortar to California resident ADW generated less than the amount need to cover CHRB's Board support. Given the likelihood that handle migration will continue it was necessary to revise the formula to include funding from all wagering sources.

Including all wagering sources allows the horse racing industry stakeholders to supplement CHRB's Board support from the distribution of ADW market access fees. Pursuant to Business and Professions Code section 19604(f)(5)(E), altering the distribution of the ADW market access fees requires agreement from the beneficiaries of the market access fee (in this case, purses, breeders, and track commissions) and requires Board approval of the agreement.

BACKGROUND:

Business and Professions Code section 19604(f)(5)(E) states:

Notwithstanding any provision of this section to the contrary, the distribution of market access fees pursuant to this subparagraph may be altered upon the approval of the board, in accordance with an agreement signed by all parties whose distributions would be affected.

Business and Professions Code section 19616.51(a) states:

Notwithstanding any other provision of law, and in lieu of any license fee payable to the state prescribed for or referred to in Section 19491, 1949.5, 19596.3, 19601, 19601.2, 19602, 19603, 19604, 19605.25, 19605.35, 19605.45, 19605.6, 19605.7, 19605.71, 19606.5, 19606.6, 19610.8, 19611, 19612, 19614, 19616, 19616.1, 19616.2, or 19641, any association or fair that conducts a racing meeting shall only pay its proportional amount, as determined by the formula devised pursuant to paragraph (1), as a license fee to the state . . . to fund the board and the equine drug testing program as follows:

- (1) All racing associations and fairs including all breeds of racing shall participate in the funding of the board in accordance with the formula devised by the board in consultation with the industry.
- (2) The baseline funding for the board and equine drug testing program in the first fiscal year after the enactment of this section shall be the amount approved in the 2008-09 Budget Act.
- (3) Adjustments to the funding in subsequent budget years may only be made by an act of the Legislature.

RECOMMENDATION:

This item is presented for Board discussion and action. Staff recommends the Board hear from industry stakeholders' representatives.

Agenda Item 10

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD ON THE APPROVAL
OF THE FISCAL YEAR 2022-23 AGREEMENT PROVIDING
FUNDING SUPPORT FOR THE BOARD

Regular Board Meeting
June 16, 2022

ISSUE: CHRB SUPPORT FORMULA FOR FISCAL YEAR 2022-23

The CHRB support formula is developed in consultation with the horse racing industry. Historically, the formula is based upon the license fees that would have been paid to the State of California had Senate Bill 16 (Ashburn) Chapter 12, Statutes of 2009 (SBX2 16) not been enacted.

This year's formula continues the deviation from previous methods that first occurred during fiscal year 2020-21 due to Covid-19 shutdowns and migration of handle from California brick and mortar facilities to California resident Advance Deposit Wagering (ADW) wagers. In response, horse racing industry stakeholders agreed to supplement the support formula by redirecting ADW market access fee funds that would otherwise benefit purses, breeders, and track commissions. Including the additional ADW market access fee funds reduces the overall percentage needed for Board support since the percentage is applied to all handle sources instead of just California resident ADW wagers and California brick and mortar facilities. A distribution for board support from California resident ADW is allowed under Section 19604 (f)(5)(E).

The approach to determine the percentages applied to California resident ADW utilizes the effective blended pre-SBX2 16 license fee rate for California brick and mortar wagers for each host. The combined pre-SB 16 license fees and ADW funding needed to cover board support funding is estimated to be 53.5 percent. With this approach there would be no change in the way that funding is calculated for brick and mortar and export wagers.

The following mechanism is used to develop the formula:

- The projected commingled handle from all sources including ADW adjusted for California residents was multiplied by the pre-SBX2 16 license fee rate for each host track to arrive at the estimated pre-SBX2 16 license fees for the fiscal year 2022-23.
- The CHRB support formula percentages were calculated by dividing the CHRB approved budget by the estimated pre-SBX2 16 license fees. The formula calculated rate for the 2022-23 fiscal year will be 53.5 percent.

Fiscal year 2022-23 is the fourteenth year the CHRB support formula has been in effect and the third year including all ADW sources. Table 1 below shows the CHRB approved budgets, and the CHRB support fee rates used to fund CHRB operations.

Table 1. Historical Percent of formula fee rates to support the CHRB budget.

Fiscal Year	CHRB Approved Budget	CHRB Support Fee Rate
2009-10	\$11,833,000	42.60%
2010-11	\$11,734,000	48.80%
2011-12	\$11,716,000	57.80%
2012-13	\$11,590,000	52.65%
2013-14	\$11,639,000	52.65%
2014-15	\$11,912,000	52.65%
2015-16	\$13,263,000	59.25%
2016-17	\$13,469,000	61.00%
2017-18	\$13,799,000	68.00%
2018-19	\$14,245,000	68.00%
2019-20	\$14,533,000	72.00%
2020-21	\$16,820,500	55.60%
2021-22	\$17,567,000	55.60%
2022-23	\$17,472,000	53.50%

The CHRB support fee rate is an estimate and depending on handle activity there will be a variance at the end of the fiscal year. The industry agreement provides for a reconciliation at the end of the fiscal year to ensure the industry obligations under the industry agreement are met, including augmentations appropriated in the budget act.

BACKGROUND

Business and Professions Code section 19616.51(a) states:

Notwithstanding any other provision of law, and in lieu of any license fee payable to the state prescribed for or referred to in Section 19491, 1949.5, 19596.3, 19601, 19601.2, 19602, 19603, 19604, 19605.25, 19605.35, 19605.45, 19605.6, 19605.7, 19605.71, 19606.5, 19606.6, 19610.8, 19611, 19612, 19614, 19616, 19616.1, 19616.2, or 19641, any association or fair that conducts a racing meeting shall only pay its proportional amount, as determined by the formula devised pursuant to paragraph (1), as a license fee to the state . . . to fund the board and the equine drug testing program as follows:

- (1) All racing associations and fairs including all breeds of racing shall participate in the funding of the board in accordance with the formula devised by the board in consultation with the industry.
- (2) The baseline funding for the board and equine drug testing program in the first fiscal year after the enactment of this section shall be the amount approved in the 2008-09 Budget Act.
- (3) Adjustments to the funding in subsequent budget years may only be made by an act of the Legislature.

Business and Professions Code section 19604(f)(5)(E) states:

Notwithstanding any provision of this section to the contrary, the distribution of market access fees pursuant to this subparagraph may be altered upon the approval of the board, in accordance with an agreement signed by all parties whose distributions would be affected.

For the 2022-23 fiscal year, the CHRB's operating budget as determined by the Governor's Budget, is \$17,472,000 and such amount shall be subject to change in future years.

RECOMMENDATION

Staff recommends that the Board approve the funding formula for fiscal year 2022-23.

Handle Estimate	Live	Off Track CA		OOS Export via	Other Out of State	Total Estimated	
	Cards	On Track	Networks	CA Resident ADW	CA ADW providers	Export	Handle
Alameda County Fair	13	2,605,718	7,423,430	17,733,267	1,357,639	7,069,361	36,189,414
California State Fair	9	1,409,066	6,203,803	13,638,827	613,881	2,854,674	24,720,251
Sonoma County Fair	7	1,541,947	4,649,748	10,382,226	1,595,787	5,505,167	23,674,874
Fresno Fair	7	2,685,665	5,139,185	8,714,312	465,395	4,718,918	21,723,475
Humboldt County Fair	6	500,834	2,579,388	6,880,534	140,576	1,103,467	11,204,799
Del Mar Thoroughbred Club	44	55,684,594	88,335,946	199,013,444	87,557,608	298,044,066	728,635,658
Los Alamitos Thoroughbred Meets	16	6,306,405	20,363,516	44,844,580	7,433,171	27,724,275	106,671,946
Los Angeles Turf Club	98	90,880,230	172,242,078	402,629,129	123,358,803	452,285,828	1,241,396,069
Pacific Racing Association	123	27,251,032	74,728,208	192,680,410	40,362,481	183,236,464	518,258,595
Los Angeles County Fair	7	2,899,271	9,236,053	20,804,534	2,909,472	10,033,451	45,882,780
Los Alamitos Quarter Horse Assn	100	11,500,000	30,000,000	118,100,000	27,100,000	54,600,000	241,300,000
Watch and Wager	46	921,138	9,038,645	37,928,690	3,645,434	16,200,749	67,734,655
Total	476	204,185,899	429,939,998	1,073,349,952	296,540,247	1,063,376,421	3,067,392,517

Board Funding % of Pre SB 16 License Plus ADW Redirection at Proposed Rate	On Track	Off Track CA	CA ADW Market	OOS Export via	Other Out of State
		Networks	Access Redirection	CA ADW providers	Export
Alameda County Fair	0.5350%	0.5350%	0.5350%	0.3210%	0.1766%
California State Fair	0.5350%	0.5350%	0.5350%	0.3210%	0.2033%
Sonoma County Fair	0.5332%	0.5350%	0.5346%	0.3210%	0.1873%
Fresno Fair	0.5350%	0.5350%	0.5350%	0.3210%	0.2033%
Humboldt County Fair	0.5350%	0.5350%	0.5350%	0.3210%	0.2140%
Del Mar Thoroughbred Club	0.9897%	1.0998%	1.0502%	0.3638%	0.2194%
Los Alamitos Thoroughbred Meets	0.9383%	0.9944%	0.9812%	0.3210%	0.2140%
Los Angeles Turf Club	0.9823%	1.0892%	1.0533%	0.3638%	0.2568%
Pacific Racing Association	0.1204%	0.6575%	0.5161%	0.3157%	0.2408%
Los Angeles County Fair	0.5242%	0.5300%	0.5286%	0.3638%	0.2622%
Los Alamitos Quarter Horse Assn	0.0000%	0.2960%	0.2118%	0.3638%	0.2408%
Watch and Wager	0.2140%	0.2140%	0.2140%	0.1873%	0.1445%

Estimated Board Support Funding	On Track	Off Track CA	CA ADW Market	OOS Export via	Other Out of State	Total All
		Networks	Access Redirection	CA ADW providers	Export	Sources
Alameda County Fair	13,941	39,716	94,873	4,358	12,481	165,368
California State Fair	7,538	33,190	72,968	1,971	5,804	121,471
Sonoma County Fair	8,222	24,876	55,498	5,122	10,308	104,028
Fresno Fair	14,368	27,495	46,622	1,494	9,594	99,573
Humboldt County Fair	2,679	13,800	36,811	451	2,361	56,103
Del Mar Thoroughbred Club	551,138	971,485	2,090,049	318,535	653,760	4,584,967
Los Alamitos Thoroughbred Meets	59,174	202,504	440,003	23,860	59,330	784,871
Los Angeles Turf Club	892,752	1,876,001	4,240,771	448,779	1,161,470	8,619,774
Pacific Racing Association	32,821	491,371	994,504	127,404	441,142	2,087,242
Los Angeles County Fair	15,198	48,950	109,978	10,585	26,303	211,013
Los Alamitos Quarter Horse Assn	-	88,815	250,170	98,590	131,450	569,024
Watch and Wager	1,971	19,343	81,167	6,826	23,402	132,709
Total Estimated Funding	1,599,804	3,837,545	8,513,414	1,047,975	2,537,403	17,536,142

CHRB's Budget 17,472,000
Proposed Rate 53.50%

Agreement for CHRB Support Fiscal Year 2022-2023

This will serve to memorialize agreement among the undersigned with respect to funding of the California Horse Racing Board, ("CHRB"). The undersigned hereby agree among themselves that each will make the following payments:

1. Section 19616.51 of the Business and Professions Code was amended by ABX4 12, and now stipulates:

(a) Notwithstanding any other law, and in lieu of any license fee payable to the state prescribed for or referred to in Section 19491, 19491.5, 19596.3, 19601, 19601.2, 19602, 19603, 19604, 19605.25, 19605.35, 19605.45, 19605.6, 19605.7, 19605.71, 19606.5, 19606.6, 19610.8, 19611, 19612, 19614, 19616, 19616.1, 19616.2, or 19641, any association or fair that conducts a racing meeting shall only pay its proportional amount, as determined by the formula devised pursuant to paragraph (1), as a license fee to the state, to be deposited into the Horse Racing Fund, which is hereby established, to fund the board and the equine drug testing program as follows:

(1) All racing associations and fairs including all breeds of racing shall participate in the funding of the board in accordance with a formula devised by the board in consultation with the industry.

For the 2022-2023 fiscal year, in accordance with Section 19616.51 and the Budget Act of 2022, the CHRB operational budget is \$17,472,000 plus any augmentations appropriated in the Act pursuant to Control Section 3.60, Employer Retirement Contribution and Item 9800, Employee Compensation Adjustments. Thus, the undersigned are responsible for the funding of the CHRB's annual operating budget by depositing the necessary funds in the California Horse Racing Fund. It has been determined that the amount to be so deposited by each of the undersigned shall be 53.50 percent of the License Fee that would have otherwise been payable by the undersigned in the absence of the enactment of SB 16XX ("Pre-SB 16XX License Fee").

In addition, each of the undersigned host entities shall distribute funding to the CHRB from its market access fees generated by California resident Advanced Deposit Wagering ("ADW") which would have otherwise been distributed to track and purse commissions. Distributions from ADW are allowed per Section 19604 (5) (E). The following percentages of ADW shall be deposited by each host entity:

Alameda County Fair	0.5350%
California State Fair	0.5350%
Del Mar Thoroughbred Club	1.0502%
Humboldt County Fair	0.5350%
Los Alamitos Racing Assn.	0.9812%
Los Alamitos Quarter Horse Racing Assn.	0.2118%
Los Angeles County Fair	0.5286%
Los Angeles Turf Club	1.0533%
Pacific Racing Association	0.5161%
Sonoma County Fair	0.5346%
The Big Fresno Fair	0.5350%
Watch and Wager, LLC	0.2140%

By the CHRB's approval of this Agreement, the CHRB shall be deemed to have approved the alternate distributions of market access fees as required per Section 19604 (f) (5) (E).

The undersigned shall remit the respective amounts they owe no later than Friday for amounts generated during the prior week (Monday through Sunday) for wagers placed at brick and mortar sites within California. For amounts generated by wagering outside the State of California on races conducted in California ("export wagering") and California resident wagers facilitated through California licensed ADW providers, the undersigned will remit the respective amounts they owe within ten business days of the receipt of host fees and market access fees.

It is contemplated funds generated pursuant to the enactment of AB 1974 will supplement the board support funding generated via commingled handle.

Agreement for CHRB Support Fiscal Year 2022-2023

Page 2

Final excesses or shortfalls in funding shall be determined after the end of the fiscal year. Should a shortfall occur, the payments required by the undersigned shall be determined by calculating the percentage of each entity's contribution to the total funding generated in the current fiscal year and then applying such percentage to the shortfall. The CHRB will notify the undersigned of their shortfall amounts, and the undersigned will remit payments within ten business days of such notification. Should an excess in generated funding occur, payments to the CHRB shall cease once board support payments have reached \$17,472,000. The excess in generated funding shall be deposited into a trust account maintained by the Del Mar Thoroughbred Club to be distributed to each entity utilizing the same calculation methodology as for shortfalls.

It is agreed that the CHRB shall evaluate payments received during the fiscal year and require that it receive pre-payments in order to ensure that its operations are funded timely and sufficiently throughout the fiscal year. The undersigned will fund such pre-payments within ten business days of notification.

2. The CHRB is a third party beneficiary of the payments to be made by the undersigned pursuant to paragraph 1 hereof, therefore, the CHRB has a right to bring an action against any of the undersigned who fail to make the prescribed payments in paragraph 1 hereof. Payments to be made by the undersigned are the sole responsibility of that entity; therefore, there is no joint and several liability among the undersigned for the failure of anyone to make the prescribed payments.

3. This Agreement may be signed in counterparts.

4. California Horse Racing Industry Organizations which have agreed to participate in the funding described above include: California Authority of Racing Fairs, Del Mar Thoroughbred Club, Los Angeles County Fair Association, Los Alamitos Racing Association, Los Alamitos Quarter Horse Racing Association, Los Angeles Turf Club, Pacific Racing Association, Sonoma County Fair, Watchandwager.com LLC, California Harness Horsemen's Association, California Thoroughbred Breeders Association, Pacific Coast Quarter Horse Racing Association, and Thoroughbred Owners of California.

Agreement for CHRB Support -Fiscal Year 2022-2023

California Authority of Racing Fairs

Del Mar Thoroughbred Club

By _____

By _____

Los Alamitos Racing Association

Los Angeles County Fair Association

By _____

By _____

Los Alamitos Quarter Horse Racing Association

Los Angeles Turf Club

By _____

By Rebecca Neuman CFO

Pacific Racing Association

Sonoma County Fair

By Rebecca Neuman CFO

By _____

Watchandwager.com LLC

Thoroughbred Owners of California

By _____

By _____

California Harness Horsemen's Association

California Thoroughbred Breeders Association

By _____

By _____

Pacific Coast Quarter Horse Racing Association

By _____

Agreed and Accepted:

By _____
California Horse Racing Board

Agreement for CHRB Support -Fiscal Year 2022-2023

California Authority of Racing Fairs

Del Mar Thoroughbred Club

By _____

By _____

Los Alamitos Racing Association

Los Angeles County Fair Association

By _____

By _____

Los Alamitos Quarter Horse Racing Association

Los Angeles Turf Club

By _____

By _____

Pacific Racing Association

Sonoma County Fair

By _____

By  _____

Watchandwager.com LLC

Thoroughbred Owners of California

By _____

By _____

California Harness Horsemen's Association

California Thoroughbred Breeders Association

By _____

By _____

Pacific Coast Quarter Horse Racing Association

By _____

Agreed and Accepted:

By _____
California Horse Racing Board

California Authority of Racing Fairs

Del Mar Thoroughbred Club

By _____

By _____

Los Alamitos Racing Association

Los Angeles County Fair Association

By _____

By _____

Los Alamitos Quarter Horse Racing Association

Los Angeles Turf Club

By _____

By _____

Pacific Racing Association

Sonoma County Fair

By _____

By _____

Watchandwager.com LLC

Thoroughbred Owners of California

By _____

By _____

California Harness Horsemen's Association

California Thoroughbred Breeders Association

By _____

By  _____

Pacific Coast Quarter Horse Racing Association

By _____

Agreed and Accepted:

By _____
California Horse Racing Board

Agreement for CHRB Support -Fiscal Year 2022-2023

California Authority of Racing Fairs

Del Mar Thoroughbred Club

By _____

By _____

Los Alamitos Racing Association

Los Angeles County Fair Association

By _____

By _____

Los Alamitos Quarter Horse Racing Association

Los Angeles Turf Club

By _____

By _____

Pacific Racing Association

Sonoma County Fair

By _____

By _____

Watchandwager.com LLC

Thoroughbred Owners of California

By _____

By _____

California Harness Horsemen's Association

California Thoroughbred Breeders Association

By _____

By _____

Pacific Coast Quarter Horse Racing Association

By  _____

Agreed and Accepted:

By _____
California Horse Racing Board

Agreement for CHRB Support -Fiscal Year 2022-2023

California Authority of Racing Fairs

By _____

Los Alamitos Racing Association

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Pacific Coast Quarter Horse Racing Association

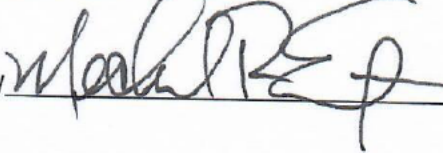
By _____

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Del Mar Thoroughbred Club

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Los Angeles County Fair Association

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Los Alamitos Racing Association

Los Angeles County Fair Association

By *Paul M. Egan*

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Los Alamitos Quarter Horse Racing Association

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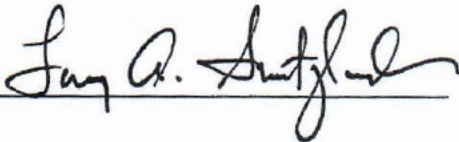
Pacific Coast Quarter Horse Racing Association

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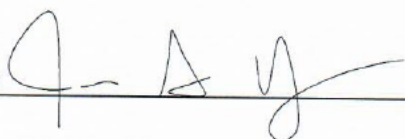
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Pacific Coast Quarter Horse Racing Association

By _____

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By _____
California Horse Racing Board

CALIFORNIA HORSE RACING BOARD

June 16, 2022

REGULAR BOARD MEETING

There is no board package material for Item 11

CALIFORNIA HORSE RACING BOARD

June 16, 2022

REGULAR BOARD MEETING

There is no board package material for Item 12

CALIFORNIA HORSE RACING BOARD

June 16, 2022

REGULAR BOARD MEETING

There is no board package material for Item 13