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 **Tuesday, November 22, 2022,** commencing at **10:00 a.m.** at the **California Exposition and State Fair Grandstand, 1600 Exposition Boulevard, Sacramento,** California. The audio portion only of the California Horse Racing Board regular meeting will be available online through a link at the CHRB website (www.chrb.ca.gov) under "Webcasts."

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

AGENDA

Action Items:

1. **Approval of the minutes of October 20, 2022.**

2. **Presentation from the Thoroughbred Owners of California regarding the California Horse Power Coalition initiative.**

3. Discussion and action by the Board regarding **approval of an agreement, pursuant to CHRB Rule 1581, Racing Secretary to Establish Conditions, between the Pacific Racing Association (PRA), the Los Angeles Turf Club (LATC), and the Thoroughbred Owners of California (TOC),** regarding entry conditions and specified drug substances or medications to be implemented by PRA and LATC at their December 21, 2022 through June 13, 2023 and December 21, 2022 through June 20, 2023 race meetings at Golden Gate Fields and Santa Anita Race Course.

4. Discussion and action by the Board on the **Application for License to Conduct a Horse Racing Meeting of the Pacific Racing Association (PRA), at Golden Gate Fields**, commencing December 21, 2022, continuing through June 13, 2023, inclusive.

5. Discussion and action by the Board regarding the **distribution of race day charity proceeds of the Pacific Racing Association, dba Golden Gate Fields, 2021-2022 Winter-Spring Race Meeting**.

6. Discussion and action by the Board on the **Application for License to Conduct a Horse Racing Meeting of the Los Angeles Turf Club (LATC), at Santa Anita,** commencing December 21, 2022, through June 20, 2023, inclusive.

7. Discussion and action by the Board regarding the **distribution of race day charity proceeds of the Los Angeles Turf Club, Inc., dba Santa Anita Park, 2021-2022 Winter-Spring Race Meeting**.

8. Discussion and action by the Board on the **Application for License to Conduct a Horse Racing Meeting of the Los Alamitos Racing Association (LARA) at Los Alamitos Race Course,** commencing December 7, 2022 through December 20, 2022, inclusive.

9. Discussion and action by the Board regarding the **distribution of race day charity proceeds of Los Alamitos Racing Association, combined 2021 race meetings**, in the amount of $4,584, to four beneficiaries.

10. Discussion and action by the Board regarding **approval of an agreement, pursuant to CHRB Rule 1581, Racing Secretary to Establish Conditions, between Los Alamitos Quarter Horse Racing Association (LAQHRA) and the Pacific Coast Quarter Horse Racing Association (PCQHRA),** regarding entry conditions and specified drug substances or medications to be implemented by LAQHRA at its December 21, 2022, through December 19, 2023 race meeting at the Los Alamitos Race Course.

11. Discussion and action by the Board on the **Application for License to Conduct a Horse Racing Meeting of the Los Alamitos Quarter Horse Racing Association (LAQHRA) at Los Alamitos Race Course,** commencing December 21, 2022 through December 19, 2023.

12. Discussion and action by the Board regarding the **distribution of race day charity proceeds of Los Alamitos Quarter Horse Racing Association, from its 2021 race meeting**, in the amount of $15,083, to four beneficiaries.

13. Discussion and action by the Board on the **Application for Approval to Conduct Advance Deposit Wagering (ADW) of Lien Games Racing, LLC, dba OffTrackBetting.com**, for an out-of-state multi-jurisdictional wagering hub, for a period of up to two years.

14. Discussion and action by the Board on the **Application for Approval to Conduct Advance Deposit Wagering (ADW) of Game Play Network, Inc.,** for an out-of-state multi-jurisdictional wagering hub, for a period of up to two years.

15. Discussion and action by the Board on the **Application for Approval to Conduct Advance Deposit Wagering (ADW) of NYRAbets, LLC,** for an out-of-state multi-jurisdictional wagering hub, for a period of up to two years.

16. Discussion and action by the Board on the **Application for Approval to Conduct Advance Deposit Wagering (ADW) of Watch and Wager.Com, LLC,** for an out-of-state multi-jurisdictional wagering hub, for a period of up to two years.

17. Discussion and action by the Board on the **Application for Approval to Conduct Advance Deposit Wagering (ADW) of ODS Technologies, L.P., dba TVG Network,** for an out-of-state multi-jurisdictional wagering hub, for a period of up to two years.

18. Discussion and action by the Board on the **Application for Approval to Conduct Advance Deposit Wagering (ADW) of Churchill Downs Technology Initiatives Company, dba Twinspires and BetAmerica,** for an out-of-state multi-jurisdictional wagering hub, for a period of up to two years.

19. Discussion and action by the Board regarding **entering into a Voluntary Implementation Agreement with the Horseracing Integrity and Safety Authority, Inc.**

20. Discussion and action by the Board regarding the proposed **amendment to CHRB Rule 1867, Prohibited Veterinary Practices,** to clarify subsection (b) regarding Federal Drug Administration approved medications.

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

22. **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.

23. **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).

24. **Adjournment**.

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

CALIFORNIA HORSE RACING BOARD

Gregory L. Ferraro, DVM, Chairman
Oscar Gonzales, Vice Chair
Dennis Alfieri, Member
Damascus Castellanos, Member
Brenda Davis, Member
Thomas C. Hudnut, Member
Wendy Mitchell, Member
Scott Chaney, Executive Director
Cynthia Alameda, Deputy Executive Director

Date of Notice: November 10, 2022

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

PENDING LITIGATION
NOVEMBER 2022

COURT LITIGATION

A. Ruis Racing, LLC v. California Horse Racing Board
Superior Court of California, County of Los Angeles

B. Hollendorfer v. California Horse Racing Board
Superior Court of California, County of San Diego

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

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

E. Saldana v. California Horse Racing Board
U.S. District Court, Southern District of California

F. Jamgotchian v. California Horse Racing Board
U.S. District Court, Central District of California

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

REGULAR BOARD MEETING MINUTES

Date and Time: **October 20, 2022 at 9:30 a.m.**

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

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

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

1. **APPROVAL OF THE MINUTES OF SEPTEMBER 15, 2022.**

   Motion: To approve the minutes of September 15, 2022.
   Motioned/Seconded: Davis/Hudnut.
   Roll call vote: Aye: Castellanos, Alfieri, Gonzales, Davis, Hudnut, Ferraro. **Nay:** None.
   Motion carried.
   Pages 3-4 in the Board transcript.

2. DISCUSSION AND ACTION REGARDING THE **ADJUDICATION OF A RACE MEET AGREEMENT (RMA) PURSUANT TO CHRB RULE 2044 FOR APPLICATIONS SUBMITTED FOR BOARD CONSIDERATION DURING THE OCTOBER BOARD MEETING THAT DO NOT HAVE A CURRENT RMA.**

   Motion: To recognize the Race Meet Agreement proposed by the racing associations (version B).
   Motioned/Seconded: Ferraro/Alfieri.
   Roll call vote: Aye: Castellanos, Alfieri, Gonzales, Davis, Ferraro. **Nay:** Hudnut. **Motion carried.**
   Pages 4-36 in the Board transcript.

3. DISCUSSION AND ACTION BY THE BOARD ON THE **APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE DEL MAR THOROUGHBRED CLUB (T)**

AT DEL MAR, COMMENCING NOVEMBER 9, 2022 THROUGH DECEMBER 6, 2022, INCLUSIVE**.**

Motion: To approve the application for license to conduct a horse racing meeting of the Del Mar Thoroughbred Club at Del Mar, commencing November 9, 2022, through December 6, 2022, inclusive.
Motioned/Seconded: Hudnut/Gonzales.
Roll call vote: Aye: Castellanos, Alfieri, Gonzales, Davis, Hudnut, Ferraro. **Nay:** None.
Motion carried.
Pages 37-39 in the Board transcript.

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

Motion: To approve the application for license to conduct a horse racing meeting of the Pacific Racing Association, at Golden Gate Fields, commencing October 19, 2022, through December 20, 2022, inclusive.
Motioned/Seconded: Alfieri/Castellanos.
Roll call vote: Aye: Hudnut, Davis, Gonzales, Alfieri, Castellanos, Ferraro. **Nay:** None.
Motion carried.
Pages 39-47 in the Board transcript.

5. DISCUSSION AND ACTION BY THE BOARD ON **THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF WATCH AND WAGER LLC (H), AT CAL EXPO**, COMMENCING OCTOBER 26, 2022 THROUGH MAY 7, 2023 INCLUSIVE.

Motion: To approve the application for license to conduct a horse racing meeting of Watch And Wager, LLC, at Cal Expo, commencing October 26, 2022, through May 7, 2023, inclusive.
Motioned/Seconded: Castellanos/Davis.
Roll call vote: Aye: Hudnut, Davis, Gonzales, Alfieri, Castellanos, Ferraro. **Nay:** None.
Motion carried.
Pages 47-51 in the Board transcript.

6. DISCUSSION AND ACTION BY THE BOARD REGARDING THE **ALLOCATION OF NORTHERN CALIFORNIA THOROUGHBRED RACING DATES FOR RACING YEAR 2023.**

Motion: To adopt the 2023 Northern California Thoroughbred racing calendar as presented except for the week of August 23, 2023, through August 29, 2023, allocation of which will be tabled until the December regular Board meeting.
Motioned/Seconded: Gonzales/Hudnut.
Roll call vote: Aye: Castellanos, Alfieri, Gonzales, Davis, Hudnut, Ferraro. **Nay:** None.
Motion carried.
Pages 51-92 in the Board transcript.

Motion: To allocate the July 12, 2023, through August 1, 2023 Northern California Thoroughbred race dates to State Fair at Cal Expo, conditional on the Board's intention to allocate three weeks of Northern California Thoroughbred race dates to Sonoma Fair at Santa Rosa in 2024.
Motioned/Seconded: Gonzales/Ferraro.
Roll call vote: Aye: Hudnut, Davis, Castellanos, Alfieri, Ferraro, Gonzales. **Nay:** None.
Motion carried.
Pages 92-99 in the Board transcript.

7. DISCUSSION AND ACTION REGARDING **REQUESTING AN EXEMPTION FROM THE HORSERACING INTEGRITY AND SAFETY AUTHORITY REGARDING THE USE OF FUROSEMIDE FOR THOROUGHBREDS OTHER THAN 2-YEAR-OLDS AND THOSE COMPETING IN STAKES RACES**.

Motion: To approve the requesting of an exemption from the Horseracing Integrity and Safety Authority regarding the use of furosemide for thoroughbreds other than 2-year-olds and those competing in stakes races.
Motioned/Seconded: Hudnut/Davis.
Roll call vote: Aye: Castellanos, Alfieri, Gonzales, Davis, Hudnut, Ferraro. **Nay:** None.
Motion carried.
Pages 99-101 in the Board transcript.

8. DISCUSSION AND ACTION REGARDING **AUTHORIZING STAFF TO PURSUE A 2023 LEGISLATIVE PROPOSAL TO AMEND HEALTH AND WELFARE FUNDING MECHANISMS FOR JOCKEYS AND BACKSTRETCH WORKERS** TO PROVIDE FINANCIAL STABILITY TO THOSE PROGRAMS THAT ARE PARTIALLY DEPENDENT ON BRICK-AND-MORTAR DISTRIBUTIONS.

Motion: To authorize staff to pursue a 2023 legislative proposal to amend health and welfare funding mechanisms for jockeys and backstretch workers to provide financial stability to those programs that are partially dependent on brick-and-mortar distributions, conditioned upon the holding of a Jockey and Driver Welfare Committee meeting in December 2022 to allow stakeholder input.
Motioned/Seconded: Gonzales/Hudnut.
Roll call vote: Aye: Alfieri, Gonzales, Davis, Hudnut, Ferraro. **Nay:** None. **Abstain:** Castellanos. **Motion carried.**
Pages 101-117 in the Board transcript.

9. DISCUSSION AND ACTION BY THE BOARD REGARDING THE PROPOSED ADDITION OF **CHRB RULE 1867.2, ADMINISTRATION OF MULTIPLE INTRA-ARTICULAR INJECTIONS,** TO ESTABLISH A RULE FOR HORSES RECEIVING MULTIPLE INTRA-ARTICULAR INJECTIONS.

Motion: To approve the proposed addition of CHRB Rule 1867.2, Administration of Multiple Intra-Articular Injections, to establish a rule for horses receiving multiple intra-articular injections.
Motioned/Seconded: Alfieri/Davis.

Roll call vote: Aye: Hudnut, Davis, Gonzales, Alfieri, Castellanos, Ferraro. **Nay:** None.
Motion carried.
Pages 117-123 in the Board transcript.

10. EXECUTIVE DIRECTOR'S REPORT AND EQUINE MEDICAL DIRECTOR'S REPORT.

Page 123-137 in the Board transcript.

11. PUBLIC COMMENT.

Page 137-141 in the Board transcript.

MEETING ADJOURNED AT 1:07 P.M.

Proceedings of the Regular Meeting of October 20, 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



CALIFORNIA Horse Power COALITION

OUR MISSION **To preserve and protect California's vibrant equestrian culture by bringing together equine industry leaders, workers, families, and fans of the sport to illustrate its significant benefits.**

COALITION GOALS

Horse racing is a popular sport among Californians with a significant impact on our state's tourism industry and economy – contributing billions annually. The equine industry also employs tens of thousands of workers, supports sustainable agriculture, contributes to sporting entertainment, and enriches communities across California.

Through this coalition, we aim to educate the public about these benefits and create space to share resources and information. We will also highlight the hardworking individuals — the trainers, backstretch workers, jockeys, breeders, and more — who are dedicated to working with and caring for our horses and contribute to our community and culture in countless ways.

$8.3B [1]



to the state economy annually

$1.7B [2]



in tourism spending annually

77,000 [3]



workers employed in California

30.5% [4]



of households in California have a horse enthusiast

ABOUT THE CALIFORNIA HORSE POWER COALITION

The California Horse Power Coalition, founded by Del Mar Thoroughbred Club, Santa Anita Park, and Thoroughbred Owners of California, is a growing partnership among Thoroughbred associations, organizations representing backstretch workers and jockeys, animal wellness advocates and more.

DEL MAR · SANTA ANITA PARK · TOC Thoroughbred Owners of California · CARMA California Retirement Management Account · California Thoroughbred Breeders Association · CTHF · California Thoroughbred Trainers CTT · Winners Foundation

CaliforniaHorseCoalition.com | info@californiahorsecoalition.com

1 Keyser Marston Associates, Inc (KMA) 2019 Santa Anita Racetrack, City of Arcadia Fiscal & Economic Impact Analysis
2 Keyser Marston Associates, Inc (KMA) 2019 Santa Anita Racetrack, City of Arcadia Fiscal & Economic Impact Analysis
3 Economic Impact of the Horse Industry in California, American Horse Council Foundation (2018)
4 Economic Impact of the Horse Industry in California, American Horse Council Foundation (2017)

Agenda Item 3

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 PACIFIC RACING ASSOCIATION (PRA), THE LOS ANGELES TURF CLUB (LATC), AND THE THOROUGHBRED OWNERS OF CALIFORNIA (TOC), REGARDING ENTRY CONDITIONS AND SPECIFIED DRUG SUBSTANCES OR MEDICATIONS TO BE IMPLEMENTED BY PRA AND LATC AT THEIR DECEMBER 21, 2022 THROUGH JUNE 13, 2023 AND DECEMBER 21, 2022 THROUGH JUNE 20, 2023 RACE MEETINGS AT GOLDEN GATE FIELDS AND SANTA ANITA RACE COURSE.

Regular Board Meeting
November 22, 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 these agreements.

BACKGROUND:

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

ANALYSIS:

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

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

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

RECOMMENDATION:

This item is presented for Board discussion and action.

Race Day Medication Agreement

This Race Day Medication Agreement (this "Agreement") is entered into effective as of December 26, 2022 (the "Effective Date") by and between the Thoroughbred Owners of California ("TOC"); Los Angeles Turf Club, Incorporated and Los Angeles Turf Club II, Inc. (jointly "LATC"); and Pacific Racing Association and Pacific Racing Association II (jointly "PRA").

Recitals

A. LATC operates race meets at Santa Anita Park.

B. PRA operates race meets at Golden Gate Fields.

C. LATC and PRA shall each be a "Racing Association."

Agreement

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

1. Stakes Races. No horse, of any age, shall be permitted to race in a "Stakes Race" conducted by any of the Racing Associations from the Effective Date through December 25, 2023 with any race-day medication, which includes, without limitation, the use of furosemide (e.g. Lasix). A "Stakes Race" shall include all graded stakes races, listed stakes races, overnight stakes races, state-bred stakes races, and restricted stakes races.

2. CHRB Approval. The Parties shall file this Agreement with the CHRB and shall publicly support and advocate for the CHRB's approval of this Agreement.

[Signatures follow]

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

Thoroughbred Owners of California

By: William A Nader

Name: William A. Nader

Title: President & CEO

Los Angeles Turf Club, Incorporated

By: Craig R Fravel

Name: Craig Fravel

Title: President

Los Angeles Turf Club II, Inc.

By: Craig R Fravel

Name: Craig Fravel

Title: President

Pacific Racing Association

By: Craig R Fravel

Name: Craig Fravel

Title: President

Pacific Racing Association II

By: Craig R Fravel

Name: Craig Fravel

Title: President

Agenda Item 4

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE PACIFIC RACING ASSOCIATION (PRA), AT GOLDEN GATE FIELDS, COMMENCING DECEMBER 21, 2022, CONTINUING THROUGH JUNE 13, 2023, INCLUSIVE

Regular Board Meeting
November 22, 2022

Application: Pacific Racing Association at Golden Gate Fields

Breeds: Thoroughbred

Board Allocated Dates: Grey/shaded **Racing Dates:** Blue/shaded, bold

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

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

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

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

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

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

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

Required Information	Status	Comments	CHRB Rule/Law
Off-Site Auxiliary Stabling	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Auxiliary stabling not needed.	Rule 1420(q)
Stabling and Vanning Agreement	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Auxiliary stabling not needed.	BPC 19607.1
Fire Clearance	☒ Accepted ☒ Follow Up Required ☐ Outstanding	Fire clearance valid through 1/10/23; Received letter request for exemption 45-day provision of Rule 1927 on 9/21/22.	Rule 1927
Backstretch Inspection	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Backstretch inspection conducted 8/13/22.	Rule 2102
Track Safety Inspection	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Track safety inspection completed 11/03/22.	Rule 1471(g)
Inclement Weather Plan	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Received letter adopting CHRB Inclement Weather Policy on 9/21/22.	Rule 1432
Workers' Compensation Insurance	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Liberty Mutual —valid 6/30/22-6/30/23.	Rule 1501
Horsemen's Race Meet Agreements	☐ Accepted ☐ Follow Up Required ☒ Outstanding	**Thoroughbred Owners of California** – received 11/11/22 **California Thoroughbred Trainers Association** – not received.	Rule 2044

Wagering Information	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 27-29, 35-39	BPC 19599
Emergency and Security	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 54-63	BPC 19481.3
Veterinary Services	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 32-35	Rule 1481 Rule 1840 Rule 1841
ADW Providers and Horsemen's Approvals	☐ Accepted ☐ Follow Up Required ☒ Outstanding	See pages 39 ADW Horsemen's approval not received. Addressed in missing items letter.	BPC 19604 19604(b)(1)(C)
Administrative Review	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Secretary of State Filing Current Financial Statements Reviewed Statistics Report Reviewed Active Licenses Verified Deposit Received Required Signatures Obtained 1581 Agreement Reviewed	Rule 1439 Rule 1470 Rule 2046 Rule 1481 BPC 19490 Rule 1433 Rule 1437 Rule 1581

RECOMMENDATION: Staff recommends approval after two (2) outstanding items are addressed: California Thoroughbred Trainers race meet agreement and ADW horsemen's approval. The application as submitted satisfactorily meets all other requirements for licensure.

GOLDEN GATE FIELDS

October 21, 2022

Ms. Yannet Garcia
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

Dear Ms. Garcia,

As of today, the following is still outstanding, with respect to Pacific Racing Association's ("PRA") 2023 Winter/Spring Race Meet Application:

1. TOC Agreement – PRA is working with the TOC on an agreement. PRA does not currently anticipate any issues. It is expected that the agreement with TOC will be finalized prior to the November Board meeting. PRA will inform CHRB staff in the event any unforeseen issues are encountered.

2. CTT Agreement – After yesterday's Board meeting, we are hopefully that we will be able to finalize an agreement prior to the November Board meeting. PRA will inform CHRB staff if we encounter any issues.

3. TOC ADW Approval Letter – We have requested the ADW approval letter from the TOC. We will forward to the Board upon receipt.

Please let me know if you have any questions.

Sincerely,

Eric Sindler

Eric Sindler

DocuSign Envelope ID: 88A72F55-7B14-4C54-9F74-2A8E1BE95DC9

GOLDEN GATE FIELDS

September 16, 2022

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

Re: Inclement Weather Policy

Dear Mr. Chaney,

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

Sincerely,

DocuSigned by:
David Duggan
BD96B155F7C1457...

David Duggan

DocuSign Envelope ID: 88A72F55-7B14-4C54-9F74-2A8E1BE95DC9

GOLDEN GATE FIELDS

September 16, 2022

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

Re: Jockey Concussion Protocols

Dear Mr. Chaney,

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

Sincerely,

DocuSigned by:
David Duggan
BD96B155F7C1457...

David Duggan

STATE OF CALIFORNIA
CALIFORNIA HORSE RACING BOARD
APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING
CHRB-17 (Rev 7/21)

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

1. APPLICANT ASSOCIATION

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

B. Breed of horse: Thoroughbred ☒ Quarter Horse ☐ Harness ☐

C. Racetrack name: Golden Gate Fields

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

E. Was the association licensed to operate a race meeting prior to January 1, 2001?
Yes ☒ No ☐
If no, attach a surety bond in the amount of one hundred thousand dollars.

NOTICE TO APPLICANT: No application for a license to conduct a race meeting shall be granted unless the applicant has deposited with the Board a surety bond in the amount of one hundred thousand dollars ($100,000), or a greater amount, as determined by the Board, 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: December 21, 2022 June 13, 2023

B. Actual dates racing will be held: December 26, 30-31, January 1, 6-8; 13-16; 20-22; 27-29, February 3-5; 10-12; 17-20; 24-26, March 3-5; 10-12; 17;19; 24-26; 31, April 1-2; 7-9; 14-16; 21-23; 28-30, May 5-7; 12-14; 19-21; 26-29, June 2-4 and 9-11

C. Total number of days or nights of racing: 76

CHRB CERTIFICATION

Application received: 9/21/22 **Hearing date:11/17/22**
Deposit received: Yes **Approved date:**
Reviewed: YG **License number:**

D. Days or nights of the week races will be held:
Wednesday – Sunday ☐ Tuesday – Saturday ☐ Other (specify) ☒

E. Number of days or nights of racing per week: 3 days per week Friday through Sunday.
Exceptions: Holiday Racing on Monday, December 26th, Monday January 16th, Monday February 20th and Monday, May 29th.

3. RACING PROGRAM

A. Total number of races: 634-794

B. Number of races for each day or night: 7-9 on weekdays; 8-11 races on Weekends/Holiday

C. Total number of stakes races: 12

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

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

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

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

E. Will provisions be made for owners and trainers to use their own registered colors?
Yes ☒ No ☐
If no, which racing colors are to be used?

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

Race Number/ Daily Post time/ Post time listed after May 1st, 2023 1st 12:45 p.m/1:15 p.m 2nd 1:15/1:45 p.m 3rd 1:45 p.m./2:15pm 4th 2:15 p.m./2:45p.m 5th 2:45 p.m./3:15 p.m 6th 3:15 p.m./3:45 p.m 7th 3:45 p.m./4:15 p.m 8th 4:15 p.m./4:45 p.m 9th 4:45 p.m./5:15 p.m 10th when applicable 5:15 p.m./5:45 p.m 11th when applicable 5:45 p.m./6:15 p.m

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

4. RACING ASSOCIATION

A. Association is a: ☒ Corporation (complete subsection C)

PRA/GGF WINTER - SPRING 23-22-21

PRA/GGF WINTER - SPRING 2023
December 26, 2022 - June 11, 2023
STAKES SCHEDULE

EL CAMINO REAL DERBY
$100,000 Guaranteed
3 yo - 1 1/8 Miles
Saturday, February 11, 2023

CALIFORNIA DERBY
$100,000 Guaranteed
3 yo - 1 1/16 Miles
Saturday, April 29, 2023

CALIFORNIA OAKS
$75,000 Guaranteed
Fillies 3 yo- 1 1/16 Miles
Saturday, April 29, 2023

LOST IN THE FOG
$75,000 Guaranteed
3 yo & up - 6 Furlongs
Saturday, April 29, 2023

CAMILLA URSO
$75,000 Guaranteed
Fillies & Mares 3 yo & up - 5 Furlongs (Turf)
Saturday, April 29, 2023

GOLDEN POPPY
$75,000 Guaranteed
Fillies & Mares 3 yo & up - 1 1/16 Miles (Turf)
Saturday, April 29, 2023

SF MILE - GIII
$250,000 Guaranteed
3 yo & up - 1 Mile (Turf)
Saturday, April 29, 2023

CAMPANILE (Golden State Series Stakes)
$100,000 Guaranteed
(Includes $37,500 CBRF)
Fillies 3 yo (Cal-Breds) - 1 Mile (Turf)
Sunday, April 30, 2023

SILKY SULLIVAN (Golden State Series Stakes)
$100,000 Guaranteed
(Includes $37,500 CBRF)
3 yo (Cal-Breds) - 1 Mile (Turf)
Sunday, April 30, 2023

ALCATRAZ
$75,000 Guaranteed
3 yo - 1 Mile (Turf)
Sunday, May 28, 2023

ALL AMERICAN - GIII
$100,000 Guaranteed
3 yo & up - 1 Mile
Monday, May 29, 2023

ALBANY
Overnight Stakes
$50,000 Added (Plus $15,000 to Cal-Breds)
3 yo & up - 5 Furlongs (Turf)
Saturday, June 10, 2023

PRA/GGF WINTER - SPRING 2022
December 26, 2021 - June 12, 2022
STAKES SCHEDULE

EL CAMINO REAL DERBY
$100,000 Guaranteed
3 yo - 1 1/8 Miles
Saturday, February 12, 2022

CALIFORNIA DERBY
$100,000 Guaranteed
3 yo - 1 1/16 Miles
Saturday, April 30, 2022

CALIFORNIA OAKS
$75,000 Guaranteed
Fillies 3 yo- 1 1/16 Miles
Saturday, April 30, 2022

LOST IN THE FOG
$75,000 Guaranteed
3 yo & up - 6 Furlongs
Saturday, April 30, 2022

CAMILLA URSO
$75,000 Guaranteed
Fillies & Mares 3 yo & up - 5 Furlongs (Turf)
Saturday, April 30, 2022

GOLDEN POPPY
$75,000 Guaranteed
Fillies & Mares 3 yo & up - 1 1/16 Miles (Turf)
Saturday, April 30, 2022

SF MILE - GIII
$250,000 Guaranteed
3 yo & up - 1 Mile (Turf)
Saturday, April 30, 2022

CAMPANILE (Golden State Series Stakes)
$100,000 Guaranteed
(Includes $37,500 CBRF)
Fillies 3 yo (Cal-Breds) - 1 Mile (Turf)
Sunday, May 01, 2022

SILKY SULLIVAN (Golden State Series Stakes)
$100,000 Guaranteed
(Includes $37,500 CBRF)
3 yo (Cal-Breds) - 1 Mile (Turf)
Sunday, May 01, 2022

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

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

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

PRA/GGF WINTER - SPRING 2021
December 26, 2020 - June 13, 2021
STAKES SCHEDULE

EL CAMINO REAL DERBY
$100,000 Guaranteed
3 yo - 1 1/8 Miles
Saturday, February 13, 2021

CALIFORNIA DERBY
$100,000 Guaranteed
3 yo - 1 1/16 Miles
Saturday, April 24, 2021

CALIFORNIA OAKS
$75,000 Guaranteed
Fillies 3 yo- 1 1/16 Miles
Saturday, April 24, 2021

LOST IN THE FOG
$75,000 Guaranteed
3 yo & up - 6 Furlongs
Saturday, April 24, 2021

CAMILLA URSO
$75,000 Guaranteed
Fillies & Mares 3 yo & up - 5 Furlongs (Turf)
Saturday, April 24, 2021

GOLDEN POPPY
$75,000 Guaranteed
Fillies & Mares 3 yo & up - 1 1/16 Miles (Turf)
Saturday, April 24, 2021

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

CAMPANILE (Golden State Series Stakes)
$100,000 Guaranteed
(Includes $37,500 CBRF)
Fillies 3 yo (Cal-Breds) - 1 Mile (Turf)
Sunday, April 25, 2021

SILKY SULLIVAN (Golden State Series Stakes)
$100,000 Guaranteed
(Includes $37,500 CBRF)
3 yo (Cal-Breds) - 1 Mile (Turf)
Sunday, April 25, 2021

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

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

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

☐ 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: Pacific Racing Association
2. State where incorporated: California
3. Registry or file number for the corporation: 480316
4. Names of all officers and directors, titles, and the number of shares of the corporation held by each: Craig Fravel, President (Officer), 0 Shares
   Mike Rogers, Vice President, Operations (Officer/Director), 0 Shares
   Rebecca Neimark, CFO (Officer), 0 Shares
   David Duggan, Vice President & General Manager (Officer), 0 Shares
   Scott Daruty, Senior Vice-President (Officer), 0 Shares
   Greg Harnish, Secretary (Officer/Director), 0 Shares
   Eric Sindler, Assistant Secretary (Officer), 0 Shares
5. Names (true names) of all persons, other than the officers and directors listed above, that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each: TSG Developments Investments Inc., 100 Shares
6. Number of outstanding shares in the corporation: 100 Shares
7. Are the shares listed for public trading? Yes ☐ No ☒
   If yes, on which exchange and how is the stock listed?
8. Name of the custodian of the list of shareholders and/or the transfer agent for the share holdings of the corporation: Share Register Is with Laura Proniuk In Corporate Office (Canada); Email: Laura.Proniuk@stronachgroup.com
9. If more than 50% of the shares are held by a parent corporation or are paired with any other corporation or entity, give the name of the parent and/or paired corporation or entity.
   TSG Development Investments Inc.
   a. Is parent and/or paired corporation or entity a publicly traded or privately held company that guarantees the obligation of the applicant? Yes ☐ No☒
      If no, proceed to section F. If yes, answer questions 10 through 17, below.
10. Registered name of the corporation:
11. State where incorporated:
12. Registry or file number for the corporation:
13. Names of all officers and directors, titles, and the number of shares of the corporation held by each:
14. Names (true names) of all persons, other than the officers and directors listed above, that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each: On file with the board
15. Number of outstanding shares in the corporation:
16. Are the shares listed for public trading? Yes ☐ No ☒
    If yes, on which exchange and how is the stock listed?
17. Name of the custodian of the list of shareholders and/or the transfer agent for the share holdings of the corporation:

D. LLC

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

E. OTHER

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

F. FINANCIAL INFORMATION *

1. Attach the most recent audited annual financial statement or financial report for the applicant. The financial statement or financial report shall include all relevant financial information specific to the applicant, including the following:

   - Statement of Financial Position (also referred to as a balance sheet). Statement should report on applicant's assets, liabilities, contingent liabilities, and ownership equity as of the date of the prepared statement.
   - Statement of Comprehensive Income (also referred to as Profit and Loss ("P&L") Statement). Statement should include report on applicant's income, expenses, and profits.
   - Profit and Loss statement for prior two (2) years' race meetings and Profit and Loss statement for projected year race meeting.
   - Statement of Changes in Equity—to include the changes of the applicant's equity through the reporting period.
   - Statement of Cash Flows—to include a report of the applicant's cash flow activity, particularly its operating, investing, and financing activities during the reporting period.
   - Copy of a report made during the preceding twelve (12) months to shareholders in the corporation and/or the Securities and Exchange Commission and/or the California Corporations Commission.

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

G. MANAGEMENT AND STAFF

1. Name and title of the managing officer and or/general manager of the association and the name and title of all department managers and staff, other than those listed in 13B, who will be listed in the official program:
   Craig Fravel, President
   Scott Daruty, Senior Vice President
   Mike Rogers, Vice President, Operations
   Greg Harnish, Assistant Secretary
   Rebecca Neimark, Chief Financial Officer
   David Duggan, Vice President & General Manager
   Eric Sindler, Assistant Secretary & General Counsel, California Racing Operations
   William Rizzuto, Assistant General Manager
   Cynthia Seidl, Senior Manager of Administration
   Doug Gooby, Mutuel Manager
   Matt Dinerman, Announcer
   Juan Meza, Track Superintendent
   Steve Martinelli, Racing Secretary
   William Vassar, Track Photographer
   David Seftel, M.D., Track Physician
2. Name and title of the person(s) authorized to receive notices on behalf of the association and the mailing and email address of such person(s):
   David Duggan
   Vice President and General Manager
   1100 Eastshore Hwy
   Berkeley, CA 94710
   david.duggan@goldengatefields.com

5. TAKE OUT PERCENTAGE

A. If this is a Thoroughbred race meeting, will the percentage deducted for any type of wager be adjusted pursuant to Business and Professions Code section 19601.01?
   Yes ☒ No ☐
   If no, proceed to subsection 6. If yes, identify the wager and the proposed takeout percentage.
   Wager(s) to be adjusted: Pick 5, Daily Double
   Proposed percentage: 14%, 20 %
   1. Attach copy of written notice requesting the proposed takeout adjustment, the proposed percentage, and the wager(s) affected. The notice must include the written agreement of the Thoroughbred association and the horsemen's organization for the meeting of the Thoroughbred association accepting the wager.

NOTICE TO APPLICANT: Pursuant to Business and Professions Code section 19601.01, notwithstanding any other provision of law, a Thoroughbred association or fair, upon the filing of a written notice with, and approval by, the Board specifying the percentage to be deducted, may deduct from the total amount handled in the pari-mutuel pool for any type of wager an amount of not less than ten (10) percent nor more than twenty-five (25) percent. The written notice shall include the written agreement of the Thoroughbred association or fair and the horsemen's organization for the meeting of the Thoroughbred association or fair accepting the wager. The established percentage to be deducted shall remain in effect until the filing of a subsequent notice with, and approval by, the Board, unless otherwise specified in the notice.

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September 16, 2022

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

Dear Scott:

Pursuant to California Business and Professions Code section 19601.01, Pacific Racing Association (PRA), in consultation with the Thoroughbred Owners of California (TOC), is hereby requesting takeout as set forth below to be offered during the PRA Winter/Spring race meet, December 21, 2022 through June 11, 2023 all inclusive.

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

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

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

Sincerely,

DocuSigned by:
David Duggan
BD96B155F7C1457...

David Duggan
Vice President & General Manager

Thoroughbred Owners of California
Serving the California Thoroughbred Racehorse Owner

September 17, 2022

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

RE: Golden Gate Fields 2022-23 Winter-Spring Race Meet – Wager Approvals

Dear Scott,

Pacific Racing Association has contacted the Thoroughbred Owners of California (TOC) regarding the conducting of the following wagers on each racing day of its winter-spring race meet beginning December 21, 2022 through June 13, 2023.

- **Rolling Doubles** wagers subject to a 20% takeout
- **Players Pick-5** on the first five (5) races of the day subject to a 14% takeout

The TOC agrees to all wagers listed above.

Please contact me with any questions.

Sincerely,

Jordyn Egan

Jordyn Egan
Executive Director

cc: Eric Sindler
Cynthia Seidl

285 W. HUNTINGTON DR., ARCADIA, CA 91007 (626) 574-6620

CHAIRMAN: GARY FENTON
EXECUTIVE DIRECTOR: JORDYN EGAN
NORCAL DIRECTOR OF OPERATIONS: WAYNE ATWELL
SOCAL DIRECTOR OF OPERATIONS & MEMBER SERVICES: ELSA PERON

6. HANDLE HISTORY

A. Complete the table below, providing the last five (5) years of handle and attendance for your racing association. If your association has been operating for fewer than five years, provide information for the period of time it has been in operation. If the racing association has changed ownership, include the handle information for the previous racing association.

Year	Handle	Attendance
2021 (12/26/21 - 06/12/22	$ 18,800,792.11	48,435 (76 Live race days)
2020 (12/26/20 - 6/14/20)	$ 10,716,406.22	44,422 (40 race days with fans)
2019 (12/26/18- 6/9/19)	$ 31,385,502.70	146,380 (94 live race days)
2018 (12/26/17- 6/10/18)	$ 34,006,914.29	172,462 (95 live race days)
2017 (12/26/16 - 6/18/17)	$ 37,682,905.50	187,631 (99 live race days)

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

A. Purse distribution:

1. All races other than stakes:
   Current meet estimate: $13,950,000
   Prior meet actual: $14,116,600

   Average Daily Purse (7A1 ÷ number of days):
   Current meet estimate: $183,553
   Prior meet actual: $185,745

2. Overnight stakes:
   Current meet estimate: $50,000
   Prior meet actual: $50,000

   Average Daily Purse (7A2 ÷ number of days):
   Current meet estimate: $658
   Prior meet actual: $658

3. Non-overnight stakes:
   Current meet estimate: $1,125,000
   Prior meet actual: $910,800

   Average Daily Purse (7A3 ÷ number of days):
   Current meet estimate: $14,803
   Prior meet actual: $11,984

4. Total Purses: (7A1 + 7A2 + 7A3)
   Current meet estimate: $15,125,000
   Prior meet actual: $15,077,400

B. California-bred Stakes Races:

1. Percentage of the purse distribution for all stakes races that will be distributed for California-bred stakes races:
   Current meet estimate: 17.78%

Prior meet actual: 21.96%

Average Daily Purse (7B1 ÷ number of days):
Current meet estimate: 23%
Prior meet actual: 29%

C. Funds to be generated for all California-bred incentive awards (including breeder awards and owners' premiums):
Current meet estimate: $1,872,667
Prior meet actual: $1,605,568

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

Recognized Horsemen's Organization

Current meet estimate:		Prior meet actual:	
TOC (NTRA)	$ 21,228	TOC (NTRA contribution)	$ 19,298
TOC	$112,069	TOC	$ 113,563
CTT (Admin)	$ 112,069	CTT (Administration)	$ 113,563
CTT Pension	$56,034	CTT (Pension)	$ 56,782
Total:	$ 301,400	Total:	$303,206

E. Amount from all sources to be distributed in the form of purses or other benefits to horsemen (7A + 7C + 7D):
Current meet estimate: $ 17,299,067
Prior meet actual: $ 16,986,174

Average Daily Purse (7E ÷ number of days):
Current meet estimate: $227,619
Prior meet actual: $223,502

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: $4,320,721
Prior meet actual: $4,292,481

Average Daily Purse (7F ÷ number of days):
Current meet estimate: $56,852
Prior meet actual: $56,480

G. Purse funds to be generated from interstate handle:
Current meet estimate: $11,360,739
Prior meet actual: $11,286,486

Average Daily Purse (7G ÷ number of days):
Current meet estimate: $149,483
Prior meet actual: $148,506

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

I. Name, address, email, and telephone number of the pari-mutuel audit firm engaged for the

meeting: Bowen & McBeth, 10722 Arrow Route, Suite 110, Rancho Cucamonga, California 91730, (909) 944-6465; email: craigbmiller@verizon.net

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

8. STABLE ACCOMMODATIONS

A. Number of usable stalls available for racehorses at the track where the meeting is held: 1,500

B. Minimum number of stalls believed necessary for the meeting: 1,500

C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers: N/A

D. Name and location of each off-site auxiliary stabling area and the number of stalls to be maintained at each site: N/A

E. Attach each contract or agreement between the association and the person(s) furnishing off-site stabling accommodations for eligible racehorses that cannot be provided stabling on-site.

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

F. Total number of usable stalls made available on-site for the **1986** meeting, pursuant to Business and Professions Code section 19535(c): 1,405

G. State estimated cost to provide off-site stalls for this meeting. Show cost per day per stall. N/A

H. State estimated cost to provide vanning from off-site stalls for this meeting. Show fees to be paid for vanning per-horse. N/A

9. EQUINE EMERGENCY SERVICES

A. Name and emergency telephone number of the racing veterinarian on-site during training hours, workouts, and racing for the association and auxiliary sites: Attached

GOLDEN GATE FIELDS

PRA /PRA II/GOLDEN GATE FIELDS
EQUINE EMERGENCY SERVICES

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

A.

VETERINARIAN	**EMERGENCY CONTACT #**
Dr. Casille Batten	510-559-7300
Dr. Karen Hassan	510-559-7300
Dr. Ken Allison	510-559-7300
Dr. Kim Kuhlmann	510-559-7300
Dr. Steve Matuszak	510-559-7300
Dr. Jerry Parker	510-559-7300
Dr. Don Smith	510-559-7300
Dr. Ashton Cloninger *	510-559-7300
Dr. Kendall Cannon	510-559-7300

* Race day Lasix veterinarian

1. **GOLDEN GATE FIELDS VETERINARIAN SCHEDULE**

Mondays:	Morning Training - Dr. Casille Batten
(Holiday Racing **Only** 12/26, 01/16, 02/20 & 05/29)	Live Racing PM - Dr. Casille Batten
Tuesdays:	Morning Training - Dr.Karen Hassan
Wednesdays:	Morning Training - Dr. Casille Batten
Thursdays:	Morning Training - Dr. Casille Batten
Fridays:	Morning Training - Dr. Casille Batten
	Live Racing PM - Dr. Karen Hassan
Saturdays:	Morning Training - Dr. Casille Batten
	Live Racing PM -Dr. Casille Batten
Sunday:	Morning Training - Dr. Casille Batten
	Live Racing PM - Dr. Casille Batten

Exhibit 9.1.A

Each practice has veterinarians available during training and racing; most of these actually have veterinarians available after training and on call for emergencies.

Drs. Batten and Hassan split duties and are present for monitoring during morning training at all times the track is open. Drs. Batten and Hassan cover racing – usually one in the chase truck and one in the winners circle.

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	See attached for wagering menu, bet minimum, rules, and additional wagering information.	
Race #2		
Race #3		
Race #4		
Race #5		
Race #6		
Race #7		
Race #8		
Race #9		
Race #10		
Race #11		
Race #12		
Race #13		

B. Identify any wagers noted in 10.A. (the current pari-mutuel wagering program) that were not in the prior year's pari-mutuel program or that are not being carried forward from the previous year's pari-mutuel wagering program. N/A

C. Maximum carryover pool to be allowed to accumulate before its distribution **OR** the date(s) designated for distribution of the carryover pool: Mandatory payout on closing day, June 11, 2023 for the period of December 26, 2022 through June 11, 2023. Additionally, we request that the board approve additional mandatory distributions prior to closing day throughout the meet on the condition that the Executive Director is notified at least five (5) days before any such mandatory distribution and such notification includes a justification for the distribution and an explanation of the benefit to be derived.

D. List any options requested with regard to exotic wagering. 2 Tier – 70%30% split

E. Will "advance" or "early bird" wagering be offered? Yes ☐ No ☒
If yes, when will such wagering begin? Specify days and time for "early bird" wagering.

GOLDEN GATE FIELDS

September 21, 2022

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

Re: Rainbow Pick 6 and Mandatory Payout Day

Scott,

This letter is in regards to Pacific Racing Association's ("PRA") "Application for License to Conduct a Horse Racing Meeting" for the time period of December 21, 2022 through June 13, 2023 (the "Race Meet Application").

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

Definition of Unique

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

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

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

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

Late Surface Change

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

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

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

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

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

Sincerely,

Eric Sindler

Eric Sindler

Golden Gate Fields Wagering Menu and Information

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

*When applicable

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

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

[2] Only if the request made in the letter dated September 21, 2022 is denied.

F. Type(s) of pari-mutuel or totalizator equipment to be used by the association and the simulcast organization, name of the person(s) supplying equipment, and expiration date of the service contract: AmTote effective October 26, 2015 with expiration date of October 2020 with option to extend contract to October 2025

G. List below the takeout percentage for each type of wager identified in 10.A.

	TAKEOUT PERCENTAGE (Example) PNP5-14%
Race #1	See attached wagering menu.
Race #2	
Race #3	
Race #4	
Race #5	
Race #6	
Race #7	
Race #8	
Race #9	
Race #10	
Race #11	
Race #12	
Race #13	

11. ADVANCE DEPOSIT WAGERING (ADW)

A. Identify the ADW provider(s) to be used by the association for this race meeting.
Xpressbet
TwinSpires
TVG
NYRABets
BetAmerica

B. Attach a copy of the agreement/contract with each ADW provider to be used for this race meeting.

C. Have the agreements/contracts been approved by the respective horsemen's groups?
Yes ☐ No ☒
If yes, attach a copy of the approval. If no, explain the status of the approval. Will be forwarded to the board upon receipt.

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

12. SIMULCAST WAGERING PROGRAM

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

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

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

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

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

F. California minisatellite wagering facilities the association proposes to offer its live audiovisual signal: Attached

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

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

THOROUGHBRED SIMULCAST RACES TO BE IMPORTED

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

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

QUARTER HORSE SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races
Los Alamitos	Per CHRB calendar	

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

HARNESS SIMULCAST RACES TO BE IMPORTED

Southern California Satellite Locations

Location	**Cabazon-Fantasy Springs Casino**
Address	84-245 Indio Springs Drive
City	Indio, CA 92201

Location	**Fairplex Park**
Address	2201 North White Avenue
City	Pomona, CA 91768

Location	**Hollywood Park**
Address	3383 W. Century Blvd.
City	Inglewood, CA 90303

Location	**Lake Perris-Sports Pavillion at The Farmer's Fair**
Address	18700 Lake Perris Drive
City	Perris, CA 92571

Location	**Lancaster-Watch and Wager, Antelope Valley Fair**
Address	2551 West Avenue - H
City	Lancaster, CA 93536

Location	**Los Alamitos**
Address	4961 Katella Avenue
City	Los Alamitos, CA 90720

Location	**National Orange Show-Sports Show**
Address	930 South Arrowhead Avenue
City	San Bernardino, CA 92408

Location	**Santa Anita**
Address	285 W. Huntington Drive
City	Arcadia, CA 91007

Location	**Surfside Race Place at Del Mar**
Address	2260 Jimmy Durante Blvd
City	Del Mar, CA 92014

Location	**Ventura-The Derby Club**
Address	10 West Harbor Blvd.
City	Ventura, CA 93001

Location	**Victorville-San Bernardino Fair Sports Pavilion**
Address	14800 7th Street
City	Victorville, CA 92395

Location	**Viejas Casino & Turf Club**
Address	5000 Willows Road
City	Alpine, CA 91901

Location	**Pechanga Resort and Casino**
Address	45000 Pechanga Pkwy
City	Temecula, CA 92592

Southern California Mini-Satellite Locations

Location	**Bakersfield-Firehouse**
Address	7701 White Lane
City	Bakersfield, CA 93307

Location	**Commerce Casino Racebook**
Address	6131 East Telegraph Road
City	Commerce, CA 90040

Location	**The Derby Room at Glen Arden Club**
Address	357 Arden Avenue
City	Glendale, CA 91203

Location	**Lake Elsinore Hotel & Casino**
Address	20930 Malaga Road
City	Lake Elsinore, CA 92530

Location	**OC Tavern Sports Bar and Grill**
Address	2369 S. El Camino Real
City	San Clemente, CA 92672

Location	**Sammy's Original**
Address	23221 Lake Center Drive
City	Lake Forest, CA 92630

Location	**Santa Clarita**
Address	21615 W. Soledad Canyon Road
City	Saugus, CA 91350

Location	**Thousand Oaks -Tilted Kilt**
Address	1345 E. Thousand Oaks Blvd.
City	Thousand Oaks, CA 91360

Location	**The Derby Room**
Address	3230 Hamner Avenue
City	Norco, CA 92860

Santa Anita

Exhibit 12.D/E

Commingled Locations

AmWest Entertainment
Amwest Accounts
Caribbean locations
Couer D'Alene Casino (ID)
Triple Crown (SD)
Arapahoe-Mile High
Arima Race Club
Bangor Raceway
Batavia
Belterra Park
BetAmerica
Beau Rivage Casino (MS)
Birmingham Greyhound
Borgata Casino (NJ)
Buffalo Raceway
Canterbury Park
Capital District OTB
Catskills OTB
Charles Town Race Course
Churchill Downs
Colonial Downs
Columbus Raceway
Connecticut OTB
Bradley Teletheater, Bristol
New Britain, Norwalk, Milford
East Haven, Hartford, Putnam
Shoreline Star, Sports Haven
Torrington, Waterbury
Manchester, New London
Willimantic, Sanford OTB
John Martin's Manor Restaurant
Connecticut OTB ADW
Coushatta Casino
Paragon Casino
Ho-Chunk Casino
Mohegan Sun Casino
Oneida Bingo and Casino
Pony Bar Simulcast Center
Tote Investment Racing
Randall James Racetrack
Millenium Racing
Royal Beach Casino
Divi Carina Bay Casino
Winner's Circle
Corpus Christi Greyhound
Dayton Raceway
Delaware Park
Delta Downs
Dover Downs
Dubuque (Iowa Greyhound)
Wild Rose OTB's
Egg Harbor ITW (NJ)
Elite Turf Club

Ellis Park
Emerald Downs
Evangeline Downs
Fair Grounds
Fair Grounds ADW
Fair Meadows
Favorites at Gloucester (NJ)
Finger Lakes
Finger Lakes ADW
Fonner Park
Freehold (NJ)
Gillespie County Fair
Global Wagering Group
Global Wagering Solutions
Betsson, OneXTwo, German Tote
Racebets, Sportech Netherlands,
Magna Bet, Pferdewetten, Dantoto
Bet365, Ladbrokes Coral, UK Tote
4 Racing/Gold Coast (South Africa)
Gold Strike Casino (MS)
Grants Pass (& Oregon OTB's)
Greenetrack
Greyhound at Post Falls
Gulfstream Park
Harrah's Philadelphia (Chester)
Harrington Raceway
HarringtonBets ADW (DE regional)
Hawthorne Race Course
Hawthorne ADW
Hoosier Park
Horseman's Park
Hill)
Idabet
Indiana Downs
Clarksville/Evansville OTB
Intermountain Racing
Jockey Club Brasilia
Keeneland
Keeneland Select ADW
Kentucky Downs
Kentucky OTB
Lewiston OTB's
Lien Games
Chips Lounge/Rumors OTB
Howard Johnsons OTB
Skydancer Casino OTB
X the Spot (Virgin Islands)
Offtrackbetting ADW
Lone Star
Louisiana Downs
LVDC
Atlantis Paradise Casino
Buffalo Thunder Resort
Foxwoods Resort Casino
Mahoning Valley

Maronas (Uruguay)
Maryland Jockey Club
Meadowlands (NJ)
Meadows The
Meadows The (ADW) - PA regional
Miami Valley Gaming & Racing
Mobile Greyhound
Monmouth Park (NJ)
Montana OTB
Monticello
Mountaineer Park
Nassau Regional OTB
Nevada Pari-Mutuel Assoc.
Newport Jai Alai
New Jersey ADW (4NJBets)
New Palace Casino (MS)
Northfield Park
Cedar Downs OTB
Northville Downs
NYRA
NYRA ADW
Oaklawn Park
Oaklawn Park ADW
Ocean Downs
Panama
PariBet ADW
PariBet OTB (North Dakota)
PARX
PARX ADW
Penn National
Penn National ADW
Peru
Plainridge Race Course
Plainridge ADW
Player Management Group
PlayUp Limited ADW
Pocono Downs ADW
Pocono Downs/OTB
Prairie Meadows
Premier Gateway International
Premier Turf Club
Presque Isle
Remington Park
Remington OTB Network
Retama Park
Racing & Gaming Services
Ruidoso Downs
Running Aces Harness Park
Sam Houston
Valley Greyhound Park
Saratoga Harness Raceway
Saratoga Bets (ADW)

Scarlet Pearl Casino (MS)
Scioto Downs
Seabrook Greyhound
Seabrook Greyhound ADW
Southland Greyhound
State Fair (Lincoln, NE)
Suaposta (Brazil) ADW
Suffolk District OTB
Suffolk Downs
Sunland Park
SunRay Park & Casino
Tampa Bay Downs
Taunton ADW
Taunton Dog Track Inc.
The Downs at Albuquerque
Thistledown
Tioga Downs
Tri-State GH (Mardi Gras)
Turf del Norte (Mexico)
Turf del Norte - Tribeca (D. R.)
Turf Paradise
Turfway Park
TVG
TVG High Volume
Twin River Greyhound
TwinSpires
TwinSpires High Volume
US Off Track ADW
Velocity Wagering Ltd.
Venezuela OTB
Vernon Downs
WatchandWager ADW
Western OTB
Wheeling Downs
Will Rogers Downs
Wyoming (307 Racing)
Wyoming OTB
Wyoming Downs
XpressBet
Yonkers Raceway
Yonkers ADW (EmpireCityBets)
Youbet Group 1
Zia Park
123Gaming

Separate Pool Locations

Betting Exchange
Camarero (Puerto Rico)
Caymanas (Jamaica)
Chile
Codere (Mexico)
MIR Books (Caliente)
NDS Books (Nevada)
Suaposta (Brazil) ADW
Tabcorp (Australia)
XB (GWS)

Canadian Locations

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

Betting Exchange

Camarero (Puerto Rico)

Caymanas (Jamaica)

Chile

Codere (Mexico)

MIR Books (Caliente)

NDS Books (Nevada)

Suaposta (Brazil) ADW

Tabcorp (Australia)

XB (GWS)

0

Commingled
Canadian Locations

Assiniboia Downs
Century Downs
Century Mile
Charlotetown
Clinton Teletheatre
Dresden
Elmira Raceway
Evergreen Park
Flamboro Downs
Fort Erie
Fraser Downs
Fredericton Raceway
Georgian Downs
Grand River
Hanover Raceway
Hastings Park
Hiawatha
Hippodrome De Quebec
Kawartha Downs
Marquis Downs
Mohawk Racetrack
Northside Downs
Picov Downs
Rideau Carlton
Rocky Mountain Turf Club
Sudbury Downs
Summerside - PEI
TBC Teletheaters
Track On 2
Truro Raceway
Western Fair Raceway
Woodbine
Xpressbet Southern Alberta

2023-24 Golden Gate Import Tracks

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

Name of Host Track Race Dates Full Card or Selected Feature and/or Stakes Races
No Imports

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
No Imports

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: Pacific Racing Association, 1100 Eastshore Hwy, Berkeley, CA 94710 is agent for distribution

B. Names and addresses of the trustees or directors of the distributing agent: : Pacific Racing Association, 1100 Eastshore Hwy, Berkeley, CA 94710 will act as its own distributing agent

C. Dates the association will conduct races as charity racing days OR:

D. Will the association pay the distributing agent an amount equal to the maximum required under Business and Professions Code section 19550(b)? Yes ☒

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

While we have completed the negotiations with the Hong Kong Jockey Club to import their races, we are still analyzing the viability of importing their races given the current situation. If PRA chooses to import the races from the Hong Kong Jockey Club, we will work with the appropriate racing associations pursuant to Business and Professions Code Section 19596.3 to get the necessary agreement. PRA will not commence importing these races without first obtaining the necessary agreement and submitting it to the Board.

shall be made to charities associated with the horse racing industry, in accordance with the provisions of Business and Professions Code section 19556(b) and (c).

14. RACING OFFICIALS, OFFICIALS, AND OFFICIATING EQUIPMENT

A. Racing officials nominated:

Association Veterinarian(s)	Cassille Batten, D.V.M., Karen Hassan D.V.M, Ashton Cloninger, D.M.V, Mike Parker D.VM
Clerk of Scales	Kenneth Fowler
Assistant Clerk of Scales	Jayme Thomas
Stakes Coordinator	Lisa Jones
Clerk of the Course	Tina Walker Bryant
Film Specialist	N/A
Horse Identifier	Gary E Griener
Horseshoe Inspector	Agustin Rayas
Paddock Judge	Linda Anderson
Patrol Judges	Jerry Stone/Linda Anderson
Placing Judges	Lisa Wilkerson/Lisa Jones
Starter	Todd Stephens
Timer	Sherrie Wolfe
Stewards Aide	None

B. Management officials in the racing department:

Director of Racing	N/A
Racing Secretary	Steve Martinelli
Assistant Racing Secretary	N/A
Paymaster of Purses	Lorieen Bailey

Others (identify by name and title)
Juan Meza (Main Track Superintendent)
Hugo Sandoval (Turf Track Superintendent)
Steve Martinelli (Price Maker)
Carrie Fawcett (Stable Superintendent)
Devon Dunham (Steward's Secretary/Horsemen Liaison)

C. Name, address, email, and telephone number of the reporter employed to record and prepare transcripts of hearings conducted by the stewards: Christine Niccoli Niccoli Reporting Service, 619 Pilgrim Drive, Foster City, CA 94404-1707, (650) 573-9339

D. Photographic device to be used for photographing the finish of all races, name of the person supplying the service, and expiration date of the service contract: Plusmic Corp., USA, Bill O'Brien, Expires: December 31, 2022. Will inform Board when the contract is renewed.

E. Indicate photo patrol video equipment to be used to record all races, name of the person supplying the service, and expiration date of the service contract. Specify the number and location of cameras for dirt and turf tracks. Pegasus Communications, Inc., Jim Porep, Jr., System maintained in house, broadcasting in High Definition (HD) on March 17, 2016; Contract valid through end of the meet.

F. Type of electronic timing device to be used for the timing of all races, name of the person supplying the service, and expiration date of the service contract: GPS timing system; Axcis Information Network, Inc., dba TrackMaster, an Equibase Company; expires December 31, 2022.

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

Track Camera Equipment:

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

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

Will inform Board when the contract is renewed.

15. SECURITY CONTROLS

A. State the name and title of the person responsible for security controls on the premises. Include an organizational chart of the security department and a list of the names of security personnel and contact telephone numbers. William Rizzuto, Assistant General Manager is responsible for security on-site
Security Department organizational attached
Security Department phone number (510) 559-7551
Stable Security phone number (510) 542-4235 or (510) 559-7525
William Rizzuto cell phone number (775) 846-8484

B. Estimated number of security guards, gatemen, patrolmen, or others to be engaged in security tasks on a regular full-time basis: 1 – Assistant General Manager
7 – Security Corporals/Guards
2 – Security Lieutenant
8 – Stable Security Officers
3 – Security Sergeants
5 – Stable Gate Personnel
1 – Stable Security Sergeant
5 – Fire Guards
1 – Fire Guard Lieutenant

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

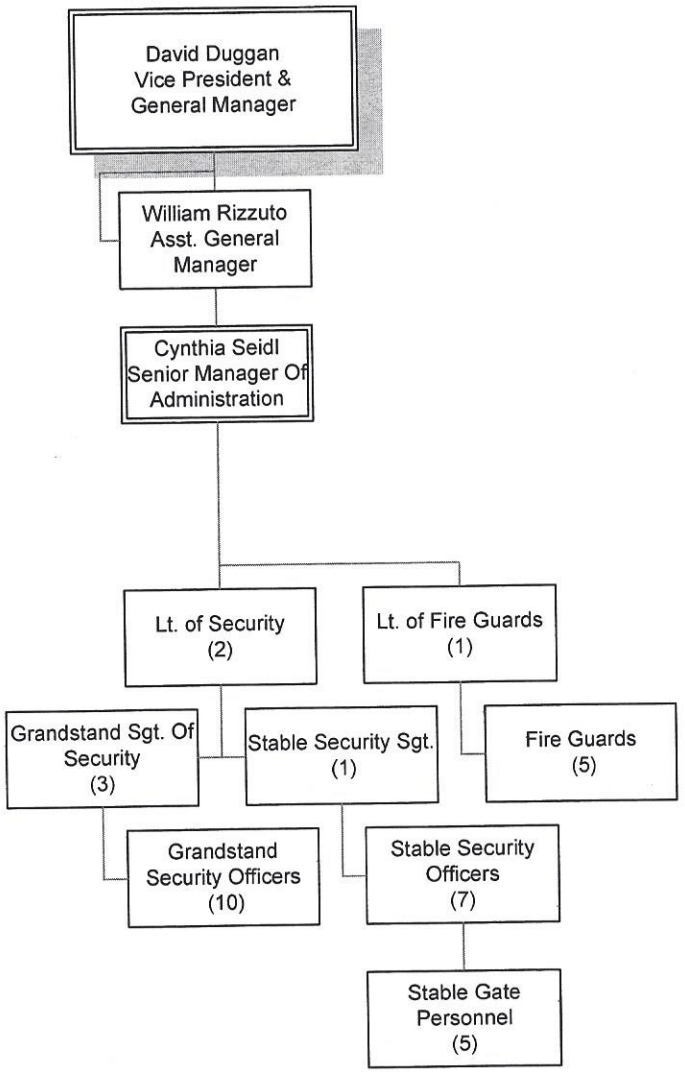
2. Detention Stalls:

   a. Attach a plan for use of graded stakes or overnight races.
   6 hour surveillance prior to race in Graded Stakes with purses of $100,000 or over
   24 hour surveillance in detention barn for Trainers with high-test results and repeat offenders
   b. Number of security guards in the detention stall area during a 24-hour period: Four Guards
   c. Describe number and location of surveillance cameras in detention stall area. Entire surveillance camera system in the barn area has been upgraded by Geovision in June 2019 to include extended memory of 90 days. The camera equipment is connected to a digital recording system which is kept in a secured area with a power back-up in place. There are a total of 25+ cameras strategically placed throughout the barn area. Receiving Barn includes four (4) fixed cameras placed over designated stalls, one (1) 360° fish-eye camera in center of walking ring, and (2) fixed cameras outside on east side of Receiving Barn.

3. TCO2 Testing:

   a. Number of races to be tested, and number of horses entered in each race to be tested:
   Will follow CHRB staff directives
   b. Plan for enhanced surveillance for trainers with high-test results: Contractual obligations with TOC and CHRB directives will be followed

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



Attachment to PRA / Golden Gate Fields License Application
15B (1) and 15B (2):

SECURITY CONTROLS

Graded Stakes and Races of $100,000 or more

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

- Carrie Fawcett, Stable Superintendent, provides a list of starters to William Camilo Lopez Security Lieutenant which includes the following information:

    1. Name of horse
    2. Name of trainer
    3. Barn number
    4. Stall number

- Supplemental security staff, provided by a licensed security contractor and licensed by the CHRB, are called in the morning of the race to meet with the Stable Security Lieutenant for the following instruction:
    A. An overview of the race track operating procedures
    B. A briefing of their duties throughout the day
    C. All guards are asked to sign out for their specific video camera
    D. A form is provided by the CHRB to each guard which is to be signed by the attending veterinarian when administering medication to bleeders.
    E. Each guard is given a video camera to record ALL activities involving individuals entering and exiting their assigned stall. Instruction is given to first record the posted number on the stall to confirm that the camera is directed at the assigned horse.
    F. Instruction is given to monitor any and all suspicious activity and to contact Public Safety Director if and when suspicious activity occurs.
    G. Guards are instructed to position themselves as close to the horse's stall without jeopardizing safety.
    H. The horse and handler will be followed on foot by each guard to the receiving barn before the race.
    I. After all horses are safely in the receiving barn, the guards are instructed to meet in the Security office with the Public Safety Director. The guards sign that they have returned their video camera and participate in a discussion of the day's surveillance activities.

- Surveillance videotapes are saved until all test results have received a negative result.

- There are 2 armed Security Guards on duty per 8 hour shift in the barn area within a 24 hour period and 2 additional armed Security Guards during live racing hours in the barn area which includes coverage for stakes races of $100,000 or more.

c. Plan for detention stalls for repeat offenders: In compliance with our Race Meet Agreement with TOC and at the direction of the CHRB
d. Number of security personnel assigned to the TCO2 program: As needed per the advice of CHRB staff

C. Describe the electronic security system. 1. Location and number of video surveillance cameras for the detention stall and stable gate.Entire surveillance camera equipment in the barn area upgraded by Geovision in June 2019. The camera equipment is connected to a digital recording system which is kept in a secured area with a power back-up in place. Stable Gate, Stable Security Office & Parking Lot surveillance include the following: Three (3) cameras are strategically placed to monitor all activities at the Main Stable Gate (2 cameras facing incoming and 1 camera facing outgoing), one (1) camera located on roof of Stable Security Office looking out into barn area, two (2) cameras in O/T parking lot parking lot, three (3) cameras installed at the horsemen walk-in gate providing 24/7 surveillance, and numerous cameras surveilling roadways, Racing Office, CHRB office, gap gate/chute, etc.

1. Location and number of video surveillance cameras for the detention stall and stable gate:

D. For night racing associations: Describe emergency lighting system.

16. EMERGENCY SERVICES

A. Name, address, and emergency telephone number of the ambulance service to be used during workouts and during racing: Medic Staffing LLC, Ulysses Controneo 440 Everette Street El Cerrito, Ca 94530 (510) 710-5157

1. Attach a certification from the ambulance service(s) listed in 16.A. certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.

B. Name, address, and emergency telephone number of the ambulance service to be used during workouts at auxiliary sites: N/A

1. Attach a certification from the ambulance service(s) listed in 16.B. certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.

C. Describe the on-track first aid facility, including equipment and medical staffing. Attached

D. Name and emergency telephone number of the licensed physician on duty during the race meeting: Dr. David Seftel Office Number: 510-559-7375, Cell Number: 650-520-6204
If Quarter Horse racing association, see D.1.

1. Name, address, and emergency telephone number of a hospital located within 1.5 miles of the racetrack, with which an agreement is in place to provide emergency medical services, pursuant to Business and Professions Code section 19481.3(a): N/A

E. Name, address, and emergency telephone number of the hospital to be used for admittance and treatment of emergency injuries in the event of an on-track injury to a jockey: Alta Bates Summit Medical Center, 2450 Ashby Ave., Berkeley, CA 94705, (510) 204-4444 or Alameda County Medical Center (Highland Hospital Trauma Center), 1411 East 31st Street, Oakland, CA

Medic Staffing LLC

440 Everett Street
El Cerrito, CA 94530

Pacific Racing Association
1100 Eastshore Highway
Berkeley, CA 94710

May 27, 2022

Re: Medic Staffing LLC

To: Whom it May Concern:

This is to inform you that Medic Staffing LLC operations and procedures are well within the standard care operating procedures set forth by Alameda County E.M.S.

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

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

Sincerely,

Ulysses Cotroneo

Ulysses Cotroneo, Owner

Medic Staffing LLC

GOLDEN GATE FIELDS

DESCRIPTION OF GGF MEDICAL CLINIC
(LIVE RACING)

Services (Mission)

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

Staffing

- Physician Medical Director ("Track Physician").

Equipment

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

Availability

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

94602 (510) 437-4865

F. Attach, in English and Spanish, the emergency medical plan procedures that will be posted in each jockey's room to be used in the event of an on-track injury to a jockey.

G. Names of health and safety manager and assistant manager responsible for compliance of health and safety provisions pursuant to Business and Professions Code section 19481.3(d):
Roy Roenbeck, Director of Environmental, Health & Safety
Bill Rizzuto, Assistant General Manager serves as Assistant Safety Manager

H. Attach a fire clearance from the fire authority having jurisdiction over the premises.

I. Name of the workers' compensation insurance carrier for the association and the number of the insurance policy (if self-insured, provide details): On file

J. Attach a Certificate of Insurance for workers' compensation coverage. The CHRB is to be named as a certificate holder and given not less than ten (10) days' notice of any cancellation or termination of insurance that secures the liability of the association for payment of workers' compensation.

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

17. CONCESSIONAIRES AND SERVICE CONTRACTORS

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

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: $140,000
Promotional/Marketing budget for prior race meeting: $150,000

C. Number of hosts and hostesses employed for meeting: 2

GOLDEN GATE FIELDS

EMERGENCY MEDICAL PROCEDURES
-MORNING TRAINING-

FOR ON-TRACK INJURY TO JOCKEYS OR EXERCISE RIDERS

"FIRST RESPONSE"

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

"ON-SITE EVALUATION"

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

"INJURY TREATMENT"

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

"POST INJURY ACTIVITIES"

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

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

(REV 2.0, OCTOBER 2011)

GOLDEN GATE FIELDS

PROCEDIMIENTOS MÉDICOS DE EMERGENCIA
-ENTRENAMIENTO MATUTINO-

PARA HERIDAS A JINETES O JINETES DE EJERCICIO EN LA PISTA

"PRIMEROS AUXILIOS"

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

"EVALUACIÓN EN EL LUGAR"

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

"TRATAMIENTO DE HERIDAS"

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

"ACTIVIDADES POSTERIORES A LAS HERIDAS"

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

Si la Ambulancia del GGF debe retirarse del predio, por cualquier motivo, se deben demorar todos los entrenamientos matutinos hasta que una ambulancia de la ciudad u otra de reemplazo se encuentre en el lugar y disponible para brindar servicio médico en la pista.

(REV 2.0, OCTUBRE 2011)

Urban Village by the Bay

ALBANY CALIFORNIA

CITY OF ALBANY FIRE DEPARTMENT
1000 SAN PABLO AVENUE
ALBANY, CA 94706
510 528-5770
www.AlbanyCA.org/fire

January 11, 2022

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

Mr. Roenbeck,

Fire inspector Thomas Peters and Katherine Belman from the City of Albany Fire Prevention Department together with Golden Gate Fields Fire Prevention Supervisor conducted a Life and Safety inspection on January 10, 2022. Public areas within the Grandstand and the associated facilities were evaluated for preparation of the 2022 racing season. Clearance for the facility is granted for all aspects of your operation.

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

Please feel free to contact our office with any questions.

Thomas Peters
Fire Prevention Inspector

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

Department of Fire and Emergency Services
Division of Fire Prevention
2100 Martin Luther King Jr Way, 2nd Floor
Berkeley, CA 94704

Roy Roenbeck
Environmental Health & Safety Director
Pacific Racing Association/Golden Gate Fields
1100 Eastshore Highway
Berkeley, CA 94710

January 11, 2022

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

Dear Mr. Roenbeck:

On Wednesday, August 4, 2021, the City of Berkeley Fire Prevention Division Inspectors conducted an annual inspection of the barns and buildings located on the Berkeley, CA, portion of Golden Gate Fields for compliance with Berkeley Fire Code requirements (Berkeley Municipal Code Chapter 19.48). Some fire code violations were found. Re-inspections were completed on Tuesday, December 14, 2021, and Monday, January 10, 2022. Photo documentation of the remaining repairs were sent on Tuesday, January 11, 2022. Upon re-inspection of the facilities, it was found that there were no outstanding fire code violations. Golden Gate Fields is hereby granted a fire clearance.

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

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

Thank you and the entire Golden Gate Fields team for your patience with us and our staffing shortage that created delays in our ability to come and inspect the premises.

Sincerely,

Dori Tieu

Dori Tieu
Deputy Fire Marshal, City of Berkeley Fire Department
dtieu@cityofberkeley.info or 510-981-5582

DocuSign Envelope ID: 63827B48-170B-40D6-BABE-ED3324D07D49

GOLDEN GATE FIELDS

September 21, 2022

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

Re: Pacific Racing Association – Rule 1927 Exemption Request

Dear Mr. Chaney,

As has been previously discussed, the City of Berkeley Fire Department is not able to conduct more than one inspection per year at Golden Gate Fields. Pacific Racing Association has previously submitted to the board the Berkeley Fire Department's clearance letter dated January 11, 2022.

Pacific Racing Association is requesting an exemption from the requirement of Rule 1927 that the fire authority having jurisdiction over the barn area of Golden Gate Fields perform an inspection within 45 days prior to the commencement of the race meeting.

Please let me know if you have any questions.

Sincerely,

DocuSigned by:
David Duggan
BD96B155F7C1457...
David Duggan

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

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

1. Horsemen Replaced turf course rail (inside and outside) with PVC by DuralockCapital barn roofing improvements in the barn area Updated all barn area lavatory facilities with touchless sanitizing equipmentContinuation of laundry service for the Jockey's Room by GGF Adhered to the yearly Tapeta® maintenance schedule of 5x per year in January, April, June, September and December Continual roadway, horse paths, and barn repairs Replaced clubhouse turn track fence Installation of added safety light during training hours Added Owner/Trainer seating area near Winners Circle equipped with heaters
2. Fans Created new family area on A Deck complete with fencing, artificial turf etc. (Golden Gate Green) Hired Roaming Ambassadors to assist fans with questions regarding wagering and contactless system Remodeling Paddock Pub with projection screen TV, furniture, and flooringProviding tours of the front side facility to fans upon request Continual parking lot and roadway repairsAdded contactless Food & Beverage delivery ordering system "GoTab"Purchased Daktronics big screen for enhanced viewing of races and local sports games in between races Heavy GGF Social Media presence in the Bay AreaNew themed events offered every weekend for pre purchase on "Event Brite" with giveaways included
3. Facilities in the restricted areas Equine Hospital

19. SCHEDULE OF CHARGES

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

Admission (general)	$6.00
Admission (clubhouse)	$6.00
Reserved seating (general)	$N/A
Reserved seating (clubhouse)	N/A
Admission Turf Club	$15.00 Weekends/Holidays Only
Parking (general)	$10.00
Parking (preferred)	N/A
Parking (valet)	N/A
Programs (on-track)	$3.00
(off-track)	$3.00

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

Turf Club – Full Season Single Membership	$ 1,000.00
Turf Club – Full Season Dual Membership	$ 2,000.00
Club House Box (4 seats, no admission)	$ 450.00
Club House Season Pass (Admission only)	$ 400.00
Grandstand Season Pass (Admission only)	$ 200.00

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

20. JOCKEYS/DRIVERS' QUARTERS

A. Check the applicable amenities available in the jockeys/drivers' quarters.
☒ Corners (lockers and cubicles) How many 23

☒ Showers ☒ Steam room, sauna, or steam cabinets ☒ Lounge area

☒ Masseur ☒ Food/beverage service ☒ Certified platform scale

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

21. BACKSTRETCH EMPLOYEE HOUSING

A. Inspection of backstretch housing was completed by (name) on (date). Hunter Bartholomew 8/13/2022

B. Number of rooms used for housing on the backstretch of the racetrack: 140

C. Number of restrooms available on the backstretch of the racetrack: 18 with showers, 7 In office areaa

D. Estimated ratio of restroom facilities to the number of backstretch personnel: 1 restroom per every 12 people

22. TRACK SAFETY

A. Total distance of the racecourse, measured from the finish line counterclockwise (3' from the inner railing) back to the finish line: 5,280 feet.

B. Describe the type of track surface at the facility, including the specific track surface composition. Tapeta ® Footings Synthetic Track Surface

C. The percent of cross slope in the straightaways is: 1.5%
The percent of cross slope in the center of the turns is: 4%

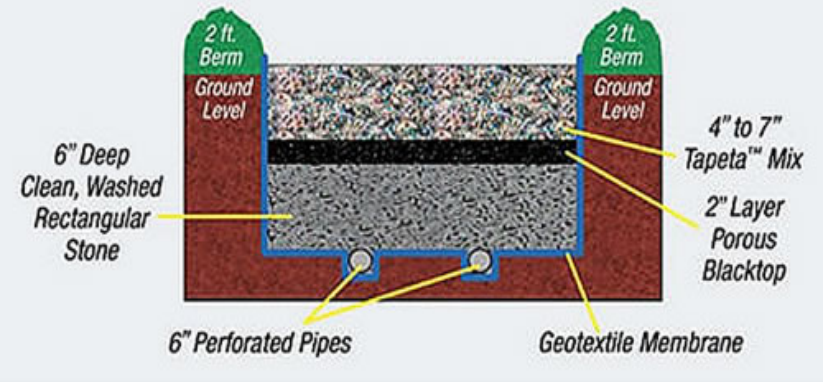
D. Describe the type(s) of materials used for the inner and outer railings of the race course, the type of inner railing supports (e.g., metal gooseneck, wood 4" x 4" uprights, offset wood 4" x 4" supports, etc.), the coverings, if any, on the top of the inner railing, and the approximate height of the top of the inner railing from the level of the race course. Main Track: Inner and outer railings are metal gooseneck. Coverings are Rider Protection Rail by Horsemen's Track & Equipment, Inc. Approximate height of the top of the inner railing is 42 inches.Turf Course: Replacing inside and outside turf course rails with PVC by Duralock. Approximate height of the top of the inner railing is 50 inches.

E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474: Juan Meza

F. Attach a Track Safety Maintenance Program pursuant to CHRB Rule 1474.

G. If the association is requesting approval to implement alternate methodologies to the provisions of

Tapeta ® Footings Synthetic Track Surface



3rd Party Lasix Administration Agreement

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

Recitals

A. CHRB Rule 1845 requires that the Parties enter into an agreement to provide for race-day furosemide administration.

B. CHRB Rule 1845 further requires that the agreement describe PRA's program for the administration of race day furosemide, the minimum level of staffing necessary to carry out the program, and the projected costs to horsemen for such administration.

C. The Parties intend for this Agreement to comply with and satisfy the requirements of CHRB Rule 1845.

Agreement

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

1. Term. This Agreement shall take effect on December 26, 2017 and shall continue through December 25, 2018 (the "Term"). If the Parties have not entered into a new agreement which satisfies the requirements of CHRB Rule 1845 prior to the conclusion of the Term, the terms and conditions set forth in this Agreement shall continue to remain in effect and binding on the Parties after the Term until such time that the Parties enter into such a new agreement or until any Party terminates this agreement upon twenty-four (24) hours' notice.

2. Cost to Horsemen. The owner shall pay to PRA (on a per administration basis) an amount equal to thirty-five dollars ($35) for the administration of race day furosemide to such owner's horse ("Lasix Administration Fee"). The Paymaster of Purses will deduct the Lasix Administration Fee from such owner's purse account and remit it to PRA. By way of this Agreement, all owners hereby consent for the Paymaster of Purses to deduct the Lasix Administration Fee from such owner's purse account and remit it to PRA. PRA may increase the Lasix Administration Fee if there is a material increase in cost to administer the race day furosemide program; provided, however, that such increase must first be approved, with such approval not being unreasonably withheld, by the TOC.

3. Number of Veterinarians and Technicians. PRA shall initially hire two (2) furosemide veterinarians to administer the race day furosemide. If PRA decides, after consultation with the TOC and CTT, that additional furosemide veterinarians or furosemide

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

4. Race Day Lasix Administration Program.

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

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

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

5. TOC and CTT Covenants.

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

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

6. Miscellaneous.

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

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

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

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

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

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

[Signatures follow]

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

Pacific Racing Association

By: _____

Name: SCOTT DARTY

Title: VICE PRESIDENT

Pacific Racing Association II

By: _____

Name: SCOTT DARTY

Title: VICE PRESIDENT

Thoroughbred Owners of California, Inc.

By: _____

Name: _____

Title: _____

California Thoroughbred Trainers, Inc.

By: _____

Name: _____

Title: _____

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

Pacific Racing Association

By:_____
Name:_____
Title:_____

Pacific Racing Association II

By:_____
Name:_____
Title:_____

Thoroughbred Owners of California, Inc.

By:_____
Name: Greg Avioli
Title: CEO

California Thoroughbred Trainers, Inc.

By:_____
Name:_____
Title:_____

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

Pacific Racing Association

By:_____

Name:_____

Title:_____

Pacific Racing Association II

By:_____

Name:_____

Title:_____

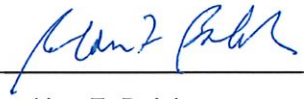
Thoroughbred Owners of California, Inc.

By:_____

Name:_____

Title:_____

California Thoroughbred Trainers, Inc.

By: 

Name: Alan F. Balch

Title: Executive Director

Exhibit A

Golden Gate Fields Furosemide Protocol – See Attached

Exhibit B

Medication Administration Protocol – See Attached

Exhibit A

Golden Gate Fields Furosemide Protocol

Furosemide (Lasix/Salix) may be administered on race day only if the horse is registered on the CHRB authorized bleeder medication list as provided for pursuant to 4 CCR 1845. If a horse is not registered on the CHRB authorized bleeder medication list, as provided pursuant to 4 CCR 1845 the horse may not receive furosemide on race day. The following rules shall govern the use of race day furosemide:

1. Race day furosemide shall only be administered by the furosemide veterinarian or furosemide technician. Any horse which receives race day furosemide from any person other than the furosemide veterinarian or furosemide technician shall be scratched from the race.

2. All horses that wish to be administered race day furosemide must be registered on the CHRB authorized bleeder medication list even if they have raced in other jurisdictions on race day furosemide.

3. The Stewards shall scratch a horse if they are unable to determine that a horse on the authorized bleeder medication list has been administered furosemide prior to a race, or that furosemide was administered to a horse less than four hours prior to the post time of a race that horse is entered to run.

4. Furosemide is the only authorized race day medication at a single IV dose between 150mg-500mg (3cc to 10 cc). A horse registered to be administered furosemide shall receive 250 mg of furosemide intravenously unless an alternative dose of not less than 150 mg and not more than 500 mg has been determined after consultation between the trainer, owner, or owner's veterinarian, and the furosemide veterinarian.

5. A horse registered on the official authorized bleeder medication list must remain on the list unless the trainer or owner's veterinarian requests the horse be removed. The request must be made using the applicable CHRB form, and which must be submitted to the official veterinarian and approved prior to the time of entry. A horse removed from the authorized bleeder medication list may not be placed back on the list for a period of 60 calendar days unless the official veterinarian determines it is medically necessary for the horse. If a horse is removed from the authorized bleeder medication list a second time in a 365-day period, the horse may not be placed back on the list for a period of 90 calendar days.

6. Horses registered on the authorized bleeder medication list which run in jurisdictions that do not allow the use of furosemide on race day do not require re-registering upon returning to California. A horse registered on the CHRB authorized bleeder medication list must receive furosemide. Failure to receive furosemide while registered in the CHRB authorized bleeder medication shall result in the horse being scratched from the race.

7. The trainer of any horse to be entered in a race in a race at Golden Gate Fields shall report any previous or current incidents of exercise induced pulmonary hemorrhage and any

previous adverse reactions to furosemide to the furosemide veterinarian and the CHRB official veterinarian.

8. As it relates to all horses that are entered to race on any given day and that are either stabled at Golden Gate Fields or have arrived at Golden Gate Fields no later than 4:15 am of race day, the trainer shall post the applicable CHRB detention stall sign on the horse's stall no later than 4:30 am of race day. Notwithstanding the generality of the foregoing, if PRA personnel announce an earlier time for posting the CHRB detention stall sign for any particular race day, all trainers shall be required to post the applicable CHRB detention stall sign at such earlier time.

9. If applicable, as it relates to all horses that are entered to race on any given day and that are not stabled at Golden Gate Fields or have not arrived at Golden Gate Fields by 4:15 am of race day, the trainer shall post the applicable CHRB detention stall sign on the horse's stall at the off-site stabling facility and at the stall at Golden Gate Fields that the horse will occupy prior to the race no later than 4:15 am of race day. Notwithstanding the generality of the foregoing, if PRA personnel announce an earlier time for posting the CHRB detention stall sign for any particular race day, all trainers shall be required to post the applicable CHRB detention stall sign at such earlier time. All horses that are stabled at an off-site stabling facility must arrive at Golden Gate Fields no later than five (5) hours prior to post time of the race for which it is entered.

10. Regardless of the time of arrival at Golden Gate Fields, if the horse is not stabled at Golden Gate Fields, PRA security officers which are assigned to the gate(s) through which horses arrive from other locations shall maintain a log depicting the horse's name, time of arrival, scheduled race number and post time. In the event that a horse arrives less than five (5) hours prior to the scheduled post time for its race, the security officer shall notify the Stewards and racing secretary of the late arrival.

Exhibit B

Medication Administration Protocol

1. Furosemide Veterinarians highlight their assigned horses on treatment sheet.

2. The furosemide coordinator , furosemide veterinarians, and furosemide technicians shall review treatment assignments by performing a roll call of each horse in each race to verity that:

   a. All furosemide eligible horses are assigned to a veterinarian or technician.

   b. Only one furosemide veterinarian or technician is assigned to each horse.

   c. Furosemide ineligible horses are not assigned for furosemide treatment.

   d. Scratches, medication status changes, and stall assignments changes are accurately recorded by all.

3. Furosemide shall be administered only after: a) the trainer, owner, or the owner's veterinarian has consulted with the furosemide veterinarian regarding the condition of the horse, and b) the furosemide veterinarian has examined the horse sufficiently to establish a veterinary-client-patient relationship in accordance with 16 CCR 2032.1.

4. Furosemide administration shall be performed in the horses' stalls between 4½ to 4 hours prior to the published post time for the race in which the horse is entered. Veterinarians, or technicians, are not to administer furosemide after the 4 hour deadline unless authorized by the Stewards.

5. If a horse is not in its assigned barn/stall when treatment is attempted, the veterinarian, or technician, is to promptly notify the furosemide coordinator who shall contact the Stewards (to have them determine the location of the horse) and then advise the veterinarian, or technician, of the horses' status / location.

6. If no attendant is present, the horse will not be treated. The veterinarian, or technician, will radio the furosemide coordinator who shall notify the Stewards and request instruction.

7. Administration of the medicine.

   a. The furosemide veterinarian, or technician, shall:

      i. Advise the attendant that he/she is present to administer furosemide and state the horse's name and race number.

ii. Notify the furosemide coordinator (via telephone or radio) that he/she is preparing to treat the horse by stating the race number, horse's program number, and the horse's name. If all information is correct, the furosemide coordinator shall respond with an affirmation for the veterinarian, or technician, to proceed. If any information is not correct, the furosemide coordinator shall notify the Stewards and inform the veterinarian, or technician, of the Stewards instructions

iii. Confirm the horse's identity by tattoo inspection. The trainer's attendant shall display the tattoo as the furosemide veterinarian, or technician, shall not contact a horse's mucous membranes unless wearing disposable exam gloves. If the lip tattoo is illegible or no tattoo is present, the furosemide veterinarian, or technician shall use the horse's physical description (as provided in the InCompass printout) to verify its identity. The furosemide veterinarian, or technician, shall notify the furosemide coordinator and a note will be made on the Horse ID sheet. Microchip readers will be used to identify horses when microchips are widely available.

**If the identity of a horse cannot be verified, the veterinarian, or technician, shall notify the furosemide coordinator who shall notify the Stewards and wait for further instruction.

b. Trainers are required to have an attendant present when a horse is administered race day furosemide to:

i. Catch and hold the horse.

ii. Display the tattoo to the furosemide veterinarian, or technician; or if applicable, assist in identifying the horse through physical description or microchip reader.

iii. Assist, upon the instruction of the furosemide veterinarian, or technician, with the administration of the furosemide.

iv. Perform any additional functions necessary and related to the administration of the race day furosemide.

c. A horse registered to be administered furosemide shall receive 250 mg of furosemide intravenously unless an alternative dose of not less than 150 mg and not more than 500 mg has been determined after consultation between the trainer, owner, or owner's veterinarian, and the furosemide veterinarian.

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

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

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

iii. The injection site is the proximal third of the left jugular vein, but distal to Viborg's triangle. Right sided administration may be performed if warranted by condition of the left vein or at the request of the trainer. Right sided administration is to be noted on the Horse Identification Program.

iv. The veterinarian occludes and visualized the jugular vein, directs the needle cranially and aspirated to verify needle placement. Aspiration is repeated as necessary to confirm correct needle placement

**In the event of an adverse reaction or other emergency related to the administration of furosemide, the furosemide veterinarian, or technician, who administered the furosemide shall attend the horse until the arrival of the owner's veterinarian.

8. After the medicine has been administered, the furosemide veterinarian, or technician, shall:

a. Notify the official veterinarian of the treatment of the horse. Such notification shall be made on the applicable CHRB form and given no later than two hours prior to post time of the race for which the horse is entered.

b. Comply with all record keeping requirements of 16 CCR 2032.3.

c. Complete recording of information on the Horse Identification Program with:

i. Time of administration.

ii. Barn/stall (if not previously noted).

iii. Furosemide dose.

iv. Attendant's California CHRB license number or Stable Badge number. If the attendant has no form of photo identification, the veterinarian will inform the furosemide coordinator who will notify the Stewards.

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

e. All parties present during the administration of furosemide shall certify in writing that they have witnessed the furosemide administration by signing the applicable CHRB form. The furosemide veterinarian, or technician, shall place the syringe used to administer the race day furosemide in an evidence/ biohazard tamper-proof bag which will be sealed in front of the witnesses. The witnesses shall sign the sealed evidence/ biohazard tamper-proof bag. The evidence/ biohazard tamper-proof bag shall be labeled with:

i. Name of horse.

ii. Name of trainer.

iii. Date and time of furosemide administration.

f. The sealed and signed evidence/ biohazard tamper-proof bag containing the syringe will be delivered daily to the CHRB investigator's office or such other location as directed by CHRB.

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

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The CHRB is to be named as a certificate holder and given not less than ten (10) days' notice of any cancellation or termination of liability insurance. Additionally, the CHRB must be listed as additionally insured on the liability policy at a minimum amount of $3 million per incident. The liability insurance certificate must be on file in the CHRB headquarters office prior to the conduct of any racing.

23. DECLARATIONS

A. All labor and lease agreements and concession and service contracts necessary to conduct the entire meeting have been finalized, except as follows (if no exceptions, so state): No exceptions

B. Attach each horsemen's agreement pursuant to CHRB Rule 2044.

C. Attach an agreement to provide for race-day furosemide administration, pursuant to CHRB Rule 1845.

D. Attach a lease agreement permitting the association to occupy the racing facility during the entire term of the meeting. (In the absence of either a lease agreement or a horsemen's agreement, a request for an extension pursuant to CHRB Rule 1407 shall be made.)

E. All service contractors and concessionaires have valid state, county, or city licenses authorizing each to engage in the type of service to be provided and have valid labor agreements, when applicable, which remain in effect for the entire term of the meeting, except as follows (if no exceptions, so state): No exceptions

F. Absent natural disasters or causes beyond the control of the association, its service contractors, concessionaires, or horsemen participating at the meeting, no reasons are believed to exist that may result in a stoppage to racing at the meeting or the withholding of any vital service to the association, except as follows (if no exceptions, so state): No exceptions

NOTICE TO APPLICANT: Pursuant to CHRB Rule 1870 and Rule 1871, the CHRB shall be given fifteen (15) days' notice in writing of any intention to terminate a horse racing meeting or the engagements or services of any licensee, approved concessionaire, or approved service contractor.

24. CERTIFICATION BY APPLICANT

I hereby certify under penalty of perjury that I have examined this application, that all of the foregoing statements in this application are true and correct, and that I am authorized by the association to attest to this application on its behalf.

DocuSigned by:

X

Signature

David Duggan	VP/GM	10/28/2022
Print Name	Print Title	Date



2023 Winter/Spring Race Meet Agreement

Between

Pacific Racing Association

and

Thoroughbred Owners Of California

December 21, 2022

Through

June 13, 2023

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2023 Winter/Spring Race Meet Agreement
Golden Gate Fields & Thoroughbred Owners of California

This Agreement is entered into by and between Pacific Racing Association ("Track") on the one side and the Thoroughbred Owners of California, Inc. ("TOC") on the other side and becomes effective on December 21, 2022.

RECITALS

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

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

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

AGREEMENT

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

1. Race Meet. Except as otherwise provided herein, the provisions of this Agreement shall be applicable only to the thoroughbred race meetings conducted by Track under license from the CHRB for the period of December 21, 2022 through June 13, 2023 (the "Term").

2. Purse Distribution.

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

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

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

3. Distribution Estimated.

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

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

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

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

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

4. Daily Mutuel Handle.

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

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

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

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

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

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

5. Gross Racing Distributions.

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

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

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

6. TOC and CTT Distributions.

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

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

7. Net Racing Distributions.

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

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

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

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

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

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

8. Racing Programs.

a. Stakes Programs.

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

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

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

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

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

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

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

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

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

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

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

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

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

b. Overnight Program.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. Twenty percent (20%) for second;

III. Twelve percent (12%) for third;

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

V. Two percent (2%) for fifth.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Two Year Olds:

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

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

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

B. Three Year Olds and Upward:

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

II. Non-starters for:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Uniformity and Consistency.

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

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

c. Track agrees that its Racing Secretary will inform the TOC, with at least forty-eight (48) hours' notice, of when it will hold its final proof meeting to discuss the Condition Book prior to the Condition Book being sent to the printer so that the TOC can discuss in good faith any comments, questions, or proposed changes the TOC may have regarding the proposed Condition Book and so that any such agreed upon changes can be made before the Condition Book is finalized and sent to the printer.

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

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

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

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

10. Changes to Race and Eligibility Requirements. Except as expressly authorized herein, absent prior agreement with TOC, Track shall not, during any individual race meet which takes place during the Term, implement or put in place any change to the overnight purse structures, minimum purse awards, minimum claiming levels, or eligibility requirement, as set forth in the first Condition Book for each individual race meet which occurs during the Term, nor shall Track change or modify the conditions of the meeting set forth in Track's stall application form or contained within the first Condition Book.

11. Number of Horses in a Race.

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

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

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

12. Maiden and Cal-bred Races.

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

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

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

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

13. Stall Assignments.

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

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

c. It is the intention of Track that stall allocations shall be made primarily on the basis of the quality and condition of the horses for which stall space is requested, upon the availability of stall space, taking into consideration the character of each individual race meet which takes place during the Term and the horses and trainers suitable for the holding of such race meet. Notwithstanding the foregoing, recognizing the significant and ongoing expense increases of the current stabling and vanning system in California and the unsustainable deficits such system has created, the Parties agree to develop a sustainable economic model that prevents the use of auxiliary stabling, if any, for horses who do not participate regularly at California tracks in such manner as a reasonable person would expect for a horse receiving full stabling and vanning, if any, cost subsidies. The Parties will meet monthly during the term of this agreement, until a mutually agreed to solution has been reached.

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

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

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

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

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

16. Interrupted Racing Schedules: Force Majeure. If Track for any reason beyond its control, such as, but not limited to: an act of God; war; labor difficulties; strikes; order of any governmental authority directing cessation of racing; failure of Track to obtain the necessary racing license from the CHRB, failure of TOC to comply with TOC's obligations hereunder; and/or destruction of the racing plant of Track by fire or other casualty shall be prevented from conducting one (1) or more days of scheduled thoroughbred racing, then sums otherwise payable by Track hereunder shall be proportionately reduced for each day that Track is prevented from operating.

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

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

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

c. Intentionally Omitted.

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

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

19. Anti-Monopoly Provision.

a. Track acknowledges TOC's interest in assuring that horsemen will, during the Term, have the opportunity to procure and receive supplies, services, utilities, transportation, and other facilities required by the horsemen at a competitive cost or price usually available in a free enterprise marketplace. Accordingly, Track agrees not to limit this free enterprise system of competitive service and supply to the horsemen by means of Track entering into any agreement or otherwise seeking to establish or impose upon the horsemen a monopoly of restrictive

servicemen or suppliers who would have exclusive access to the horsemen's needs or requirements. Horsemen independently arranging for such supplies, services, utilities, transportation, hot walkers, and other facilities must strictly comply with liability protections, insurance, and safety standards required by Track of all third-party vendors.

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

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

20. Credentials.

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

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

21. Training Facilities.

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

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

c. Track agrees, on each day horses are stabled at Track to have available during all training hours a fully manned, licensed, and operable ambulance for injured horses. Track agrees to maintain and keep clean the ambulance throughout the duration of the Term. On

all days horses are stabled at Track, Track shall maintain a fully manned, licensed, and operable ambulance on the premises during training and racing hours for persons injured on the racing surface or turf course, or the entrance area to or from the racing surface or turf course, in each case including a driver and at all times in compliance with any rule, regulation, or directive of the CHRB with regards to ambulance service, staffing, and/or emergency medical protocol. Track shall continue to employ its "Emergency Medical Plan" for racing and training hours. Track agrees that in the case said ambulance is unavailable for any period of time during training hours, Track, TOC, and CTT shall confer and decide on an appropriate length of time, if any, to extend training hours.

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

22. Owners' Proprietary Rights.

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

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

c. TOC, on behalf of all owners participating during the Term, consents to Track's use of the collective image for purposes of promoting, simulcasting, televising, and/or the rebroadcasting of races occurring during the Term. TOC consents to Track's use of said image without compensation other than that provided by the appropriate provisions of the California Horse Racing Law, the Rules and Regulations of Racing, and/or the Federal Interstate Horseracing Act, excepting races sold by Track to network television, cable television, satellite television, closed circuit, computer or interactive wagering, or other commercial enterprises or uses currently developed or to be developed for which Track receives compensation, other than that provided by State and/or Federal legislation, including but not limited to, promotional, licensing, or usage fees paid by sponsors. Track agrees to obtain TOC's prior consent to such

sales or usages and to negotiate a reasonable contribution to overnight purses from the revenues derived by said sale or use. In the event the Parties are unable to amicably resolve either the issue of consent or to conclude negotiations with respect to a reasonable contribution, either or both of those issues shall be submitted to binding arbitration before the CHRB.

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

e. The parties acknowledge that the proponents of the California Sports Wagering Regulation and Unlawful Gambling Enforcement Act (the "Sports Initiative") have secured sufficient signatures for this proposition to be a statewide ballot initiative on the November 2022 ballot in the form set forth on Schedule 1 and that the Sports Initiative would provide Track the ability to conduct sports wagering year round at Track on condition Track continued to conduct live Thoroughbred racing. The TOC contends that all net revenues resulted from such sports wagering activity should properly be treated in the same manner as parimutuel wagering (e.g., 50-50 split between Track and TOC purse account) given the express requirement for Track to continue to conduct live racing as an ongoing condition for the right to accept sports wagers under the Sports Initiative. TOC is hereby giving notice to Track pursuant to this section 22(e) that it does not intend to enter into future horsemen's agreement with Track beyond this 2023 Winter/Spring Agreement that do not satisfactorily address the TOC's request for equal sharing of net revenues from wagering to be conducted by Track pursuant to the Sports Initiative. Track has not agreed to share net revenues from sports wagering by Track with the TOC pure account but acknowledges TOC's position on the issue.

23. Race Sponsorships.

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

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

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

25. Interstate Simulcasting (Export).

a. TOC's consent to interstate simulcasting is required in accordance with the Federal Interstate Racing Act of 1978. Prior to each individual race meet during the Term, Track will request the consent of TOC to simulcast its races to interstate brick and mortar locations and interstate advanced deposit wagering providers (collectively "Simulcast

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

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

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

27. International Simulcasting (Export).

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

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

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

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

30. Fire and Disaster Insurance.

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

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

31. TOC Covenants. During the Term and as long as Track is not in violation of the terms of this Agreement or of applicable law, TOC will not instigate, promote, encourage, or engage in any boycott of any race or race meeting (except and in the event the track is unsafe for racing) conducted by Track, nor will it encourage any of its members to do so; but shall, so long

as Track is not in breach of the provisions hereof, exercise and apply such persuasive means as it may lawfully use to encourage its members to conform to, comply with, and respect the obligations of TOC hereunder.

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

33. Mutuality.

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

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

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

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

34. Default. The respective covenants herein contained are concurrent, and no covenant shall be enforced by either Party hereto which at the time is in default hereunder. If any

dispute shall arise hereunder, the matter may be submitted by either Track or TOC for a hearing before the CHRB as provided in Section 33(d).

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

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

If to Track:	Craig Fravel Santa Anita Park 285 W. Huntington Drive Arcadia, CA 91007 Craig.Fravel@stronachgroup.com
With a copy to:	David Duggan Golden Gate Fields 1100 Eastshore Hwy Albany, CA 94706 David.Duggan@goldengatefields.com
If to TOC:	Bill Nader CEO Thoroughbred Owners of California 285 W. Huntington Drive Arcadia, CA 91007 bnader@toconline.com

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

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

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

40. Backstretch Cafeteria.

a. During the Term when horses are stabled at Track, Track will cause to be kept open on every racing day a cafeteria located on the backstretch for the patronage and convenience of owners, trainers and backstretch personnel. The cafeteria shall remain open from 5:00 A.M. to at least 6:00 P.M. on every regular race day with early afternoon post times. Periodic closing for cleaning will apply on all days.

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

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

42. Historic Horse Racing.

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

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

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

44. Miscellaneous.

a. Modifications. This Agreement constitutes the entire agreement between the Parties hereto and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between the Parties. The Parties acknowledge that no representations, inducements, promises, agreements, or warranties, either oral or otherwise, have been made to them, or anyone acting on their behalf, which are not embodied in this Agreement, and that they have not executed this Agreement in reliance on any such representation, inducement, promise, agreement, or warranty. It is expressly understood and agreed that this Agreement may not be altered, amended, modified, or otherwise changed in any respect or particular whatsoever except by a writing duly executed by an authorized representative of each Party.

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

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

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

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

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

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

comply with Sections 2041 and 2042, Article 22 of Title 4, Chapter 4 of the Administrative Code (Rules and Regulations of the CHRB).

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

[Signatures follow]

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

Pacific Racing Association	Thoroughbred Owners of California
By: Craig R Fravel	By: William A Nader
Name: Craig Fravel	Name: William A. Nader
Title: Executive Vice-Chairman	Title: President & CEO
Date: 11/10/2022	Date: 11/10/22

Exhibit A

Projection for Overnight Purses

To be provided on a meet by meet basis – attached

Exhibit B

Overnight Purse Schedule

PURSE SCHEDULE			2021	2022	2022	2022	2023
GOLDEN GATE FIELDS			Fall	W-S	Summer	Fall	W-S
Category	Claiming	Condition					
Allowance		Open	$33,000	$33,000	$33,000	$33,000	$33,000
Allowance		NW x 1	$31,000	$31,000	$31,000	$31,000	$31,000
Alw/Opt Claiming	$25,000/$32,000	NW x 1	$31,000	$31,000	$31,000	$31,000	$31,000
Allowance		NW x 2	$32,000	$32,000	$32,000	$32,000	$32,000
Alw/Opt Claiming	$62,500/$50,000	NW x 2	$32,000	$32,000	$32,000	$32,000	$32,000
Alw/Opt Claiming	$80,000	NW x 3	$33,000	$33,000	$33,000	$33,000	$33,000
Claiming	$3,200	NW2 Clause	$10,000	$13,000	$13,000	$13,000	$13,000
Claiming	$4,000	NW 2	$10,400	$13,400	$13,400	$13,400	$13,400
Claiming	$4,000	NW 3	$10,500	$13,500	$13,500	$13,500	$13,500
Claiming	$4,000	NW/Date,NW 4	$11,000	$14,000	$14,000	$14,000	$14,000
Claiming	$3,200		$10,000	$13,000	$13,000	$13,000	$13,000
Claiming	$4,000		$11,500	$14,500	$14,500	$14,500	$14,500
Claiming	$5,000		$12,000	$15,000	$15,000	$15,000	$15,000
Claiming	$5,000	NW2 Clause	$11,500	$14,500	$14,500	$14,500	$14,500
Claiming	$5,000	NW/Date or NW4	$11,500	$14,500	$14,500	$14,500	$14,500
Claiming	$6,250	NW 2	$11,000	$14,000	$14,000	$14,000	$14,000
Claiming	$6,250	yo&up NW 3/or 3y	$11,500	$14,500	$14,500	$14,500	$14,500
Claiming	$6,250		$13,000	$16,000	$16,000	$16,000	$16,000
Claiming	$6,250	NW/Date or NW4	$12,000	$15,000	$15,000	$15,000	$15,000
Claiming	$8,000		$14,000	$17,000	$17,000	$17,000	$17,000
Claiming	$8,000	NW 2	$11,500	$14,500	$14,500	$14,500	$14,500
Claiming	$8,000	NW2 Clause	$12,500	$15,500	$15,500	$15,500	$15,500
Claiming	$10,000		$15,000	$18,000	$18,000	$18,000	$18,000
Claiming	$10,000	yo&up NW 3/or 3y	$12,000	$15,000	$15,000	$15,000	$15,000
Claiming	$12,500	NW 2	$12,000	$15,000	$15,000	$15,000	$15,000
Claiming	$12,500	NW2 Clause	$14,000	$17,000	$17,000	$17,000	$17,000
Claiming	$12,500		$17,000	$20,000	$20,000	$20,000	$20,000
Claiming	$16,000		$19,000	$22,000	$22,000	$22,000	$22,000
Claiming	$16,000	yo&up NW 3/or 3y	$16,000	$19,000	$19,000	$19,000	$19,000
Claiming	$20,000		$20,000	$23,000	$23,000	$23,000	$23,000
Claiming	$20,000	NW2 Clause	$18,000	$21,000	$21,000	$21,000	$21,000
Claiming	$20,000	yo&up NW 3/or 3y	$15,000	$18,000	$18,000	$18,000	$18,000
Claiming	$25,000	NWx2 Lifetime	$17,000	$20,000	$20,000	$20,000	$20,000
Claiming	$25,000		$23,000	$26,000	$26,000	$26,000	$26,000
Claiming	$32,000		$24,000	$27,000	$27,000	$27,000	$27,000
Claiming	$40,000		$25,000	$28,000	$28,000	$28,000	$28,000
Maiden Claiming	$5,000		$10,000	$13,000	$13,000	$13,000	$13,000
Maiden Claiming	$8,000		$10,500	$13,500	$13,500	$13,500	$13,500
Maiden Claiming	$12,500		$11,000	$14,000	$14,000	$14,000	$14,000
Maiden Claiming	$16,000		$12,000	$15,000	$15,000	$15,000	$15,000
Maiden Claiming	$20,000		$13,000	$16,000	$16,000	$16,000	$16,000
Maiden Claiming	$25,000		$14,000	$17,000	$17,000	$17,000	$17,000
Maiden Claiming	$32,000		$15,000	$18,000	$18,000	$18,000	$18,000
Maiden Claiming	$50,000		$18,000	$21,000	$21,000	$21,000	$21,000
Maiden Special		All Ages	$30,000	$30,000	$30,000	$30,000	$30,000
Maiden Special		2Yr Olds@ 1/4	$20,000	$20,000	$20,000	$20,000	$20,000
Overnight Stakes			$50,000	$50,000	$50,000	$50,000	$50,000
Starter Allowance/Optional Claiming	$4,000/CLM. $8,000		$12,500	$15,500	$15,500	$15,500	$15,500
Starter Allowance/Optional Claiming	$6,250/CLM. $10,000		$13,500	$16,500	$16,500	$16,500	$16,500
Starter Allowance/Optional Claiming	$8,000/CLM. $12,500		$15,000	$18,000	$18,000	$18,000	$18,000
Starter Allowance/Optional Claiming	$12,500/CLM. $20,000		$17,000	$20,000	$20,000	$20,000	$20,000
Starter Allowance/Optional Claiming	$16,000/CLM. $25,000						$24,000
Starter Allowance/Optional Claiming	$50,000	NWx2 Lifetime	$19,000	$22,000	$22,000	$22,000	$22,000

Exhibit C

Stakes Schedule

PRA/GGF WINTER - SPRING 23-22-21

PRA/GGF WINTER - SPRING 2023
December 26, 2022 - June 11, 2023
STAKES SCHEDULE

****MOSCOW BURNING (Golden State Series Stakes)****
$75,000 Guaranteed
(Includes $25,000 CBRF)
Fillies & Mares 4 yo & up - 1 Mile
Saturday, January 28, 2023

EL CAMINO REAL DERBY
$100,000 Guaranteed
3 yo - 1 1/8 Miles
Saturday, February 11, 2023

****McCANN'S MOJAVE (Golden State Series Stakes)****
$75,000 Guaranteed
(Includes $25,000 CBRF)
4 yo & up - 1 1/8 Miles
Saturday, March 18, 2023

CALIFORNIA DERBY
$100,000 Guaranteed
3 yo - 1 1/16 Miles
Saturday, April 29, 2023

CALIFORNIA OAKS
$75,000 Guaranteed
Fillies 3 yo- 1 1/16 Miles
Saturday, April 29, 2023

LOST IN THE FOG
$75,000 Guaranteed
3 yo & up - 6 Furlongs
Saturday, April 29, 2023

CAMILLA URSO
$75,000 Guaranteed
Fillies & Mares 3 yo & up - 5 Furlongs (Turf)
Saturday, April 29, 2023

GOLDEN POPPY
$75,000 Guaranteed
Fillies & Mares 3 yo & up - 1 1/16 Miles (Turf)
Saturday, April 29, 2023

SF MILE - GIII
$250,000 Guaranteed
3 yo & up - 1 Mile (Turf)
Saturday, April 29, 2023

CAMPANILE (Golden State Series Stakes)
$75,000 Guaranteed
(Includes $25,000 CBRF)
Fillies 3 yo (Cal-Breds) - 1 Mile (Turf)
Sunday, April 30, 2023

SILKY SULLIVAN (Golden State Series Stakes)
$75,000 Guaranteed
(Includes $25,000 CBRF)
3 yo (Cal-Breds) - 1 Mile (Turf)
Sunday, April 30, 2023

ALCATRAZ
$75,000 Guaranteed
3 yo - 1 Mile (Turf)
Sunday, May 28, 2023

ALL AMERICAN - GIII
$100,000 Guaranteed
3 yo & up - 1 Mile
Monday, May 29, 2023

ALBANY
Overnight Stakes
$50,000 Added (Plus $15,000 to Cal-Breds)
3 yo & up - 5 Furlongs (Turf)
Saturday, June 10, 2023

****DREAM OF SUMMER (Golden State Series Stakes)****
$75,000 Guaranteed
(Includes $25,000 CBRF)
Fillies & Mares 3 yo & up - 5 Furlongs (Turf)
Sunday, June 11, 2023

Exhibit D

Race Day Medication Agreement

See attached.

Exhibit E

Fire and Disaster Policy

Attached

BESSO LIMITED

CONTRACT OF INSURANCE

THOROUGHBRED OWNERS OF CALIFORNIA

Policy No: NOKS48938022

PERIOD OF INSURANCE:

From 1st May 2022 to 1st May 2023

Complaints Procedures

Besso Limited is dedicated to providing you with a high quality service and all efforts are made to ensure that we maintain this at all times. However, if you feel that we have not provided you with a first class service, please inform us immediately and we will do our very best to resolve the problem in a professional and timely manner. Our Contact details are as follows:-

Besso Limited
8-11 Crescent
London
EC3N 2LY

Telephone: + 44 (0) 020 7480 1000
E-Mail: complaints@besso.co.uk

In the event that you still remain dissatisfied and wish to make a complaint, you can refer the grievance to the Policyholder & Market Assistance, Lloyd's, who should, in most circumstances, be able to review the matter. Their contact details are as follows:-

Complaints
Lloyd's
One Lime Street,
London,
EC3M 7HA.

Telephone: +44 (0) 020 7327 5693
Facsimile: +44 (0) 020 7327 5225
E-mail: complaints@lloyds.com
Website: www.lloyds.com/complaints

Both Besso Limited and Lloyd's are authorised and regulated by the Financial Conduct Authority based at the following address:-

Financial Conduct Authority
25, The North Colonnade
Canary Wharf
London
E14 5HS

Telephone: + 44 (0) 0207 066 1000

CALIFORNIA SURPLUS LINES NOTICE 1 (POST BIND)

IMPORTANT NOTICE

1. The insurance policy that you have purchased is being issued by an insurer that is not licensed by the State of California. These companies are called "nonadmitted" or "surplus line" insurers.

2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.

3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.

4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or "surplus line" broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website www.insurance.ca.gov. Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC's internet website at www.naic.org. The NAIC - the National Association of Insurance Commissioners - is the regulatory support organization created and governed by the chief insurance regulators in the United States.

5. Foreign insurers should be licensed by a state in the United States and you may contact that state's department of insurance to obtain more information about that insurer. You can find a link to each state from

the NAIC internet website: https://naic.org/state_web_map.htm.

6. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on the NAIC's International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or "surplus line" broker to obtain more information about that insurer.

7. California maintains a "List of Approved Surplus Line Insurers (LASLI)." Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance: www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm.

8. If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker's fee charged for this insurance will be returned to you.

CALIFORNIA SURPLUS LINES NOTICE 2

This insurance is issued pursuant to the California Insurance Code, Sections 1760 through 1780, and is placed in an insurer or insurers not holding a Certificate of Authority from or regulated by the California Insurance Commissioner.

LMA9030
01 September 2013

CALIFORNIA COMPLAINTS NOTICE

To request assistance or make an initial complaint, you should contact the Broker referred to in the Claims Notification set forth in the RISK DETAILS.

In the alternative, or if you are dissatisfied with the resolution of your complaint by the above party, you may wish to contact the Lloyd's Complaints Department at:

Lloyd's Complaints Department
c/o Lloyd's America Inc.
280 Park Avenue,
East Tower, 25th Floor,
New York, NY 10017,
USA

Phone: 1-844-849-7828
Email: complaints@lloyds.com

The California Department of Insurance should be contacted only after discussions with the insurer, its agent, or representative, have failed to produce a satisfactory resolution. You may contact the California Department of Insurance to obtain information on your rights or make a complaint at:

Consumer Hotline
1-800-927-4357 (HELP)

TDD Number
1-800-482-4833 (TTY)

California Department of Insurance
Consumer Services Division
300 South Spring Street, South Tower
Los Angeles, CA 90013

CONTENTS

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SECTION I

ENDORSEMENTS

Endorsements attaching after issuance of this Contract of Insurance to be inserted after this page.

SECTION II

RISK DETAILS

INFORMATION

SECURITY DETAILS / SIGNING SCHEDULE

RISK DETAILS

UNIQUE MARKET REFERENCE: B0595NOKS48938022

POLICY NUMBER: NOKS48938022

TYPE: Fire and Disaster – Restricted Perils only including California Earthquake, but excluding Wildfire.

INSURED: **Thoroughbred Owners of California,**
The California Thoroughbred Trainers,
The Federation of California Racing Associations
('TOC') and all its Members and Affiliates

Mailing Address: c/o Del Mar Thoroughbred Club
P.O. Box 700,
Del Mar,
CA 92014

PERIOD: From: 1st May 2022

To: 1st May 2023

both days at 12.01 a.m. Local Standard Time at the location of the property insured.

INTEREST: Bloodstock at or whilst in direct transit between any specified locations (bloodstock defined as thoroughbreds, Arabians, Quarter Horses, and Paint Horses which are racing and/or training for racing and stable ponies which is used in the racing and/or training of same horses).

SUM INSURED: Any one horse: up to a maximum of USD 25,000.

Any one occurrence: up to a maximum of USD 300,000.

In the annual aggregate: up to a maximum of USD 1,500,000.

EXCESS OF Deductibles.

DEDUCTIBLES: Any one racehorse: USD 1,000 (not exceeding USD 1,000 any one TOC member any one occurrence).

Any one occurrence: USD 25,000 (with a maximum aggregate deductible of USD 50,000).

SUBJECTIVITIES: Confirmation no changes in loss record prior to renewal date.
Confirmation Stall/Races SOV is correct for 2022 year as per Appendix 1.

SUBLIMITS: Any one racehorse (2 year old and older, raced/unraced): up to a maximum of USD 25,000: Fair Market Value of the horse to apply in the event of loss.

Any one stable pony: USD 1,000.

Tack per insured racehorse or stable pony USD 500, not exceeding USD 5,000 any one TOC member any one occurrence.

SITUATION: California, U.S.A; as per schedule as attached in Appendix 1 and agreed by Underwriters.

CONDITIONS: Restricted Perils - Wording: Lloyd's Equine Policy (Restricted Perils) NMA 2829 – amended as attached and agreed by MKL Syndicate 3000 plus:-

Condition 9 of the Policy is amended to read as follows:
If at the time of death or HUMANE DESTRUCTION of the HORSE the INSURED has any other insurance in force in respect of the HORSE, whether or not such insurance is valid or collectable, the Underwriters shall be released from all liability in connection with the HORSE, unless the agreement of the Underwriters to such other insurance has been obtained and has been endorsed to this Insurance. If the HORSE is insured elsewhere, the Underwriters shall only be liable under this Insurance for the excess beyond any amount insured by such other insurance in respect of such HORSE up to the FAIR MARKET VALUE, whether or not such other insurance is valid or collectible, subject to the maximum Sum Insured any one animal as stated in this Policy (Risk Details).

This Policy excludes the peril of Wildfire.

Loss Occurrence Clause – as attached.

Collision Clause – as attached.

NMA2918 - War and Terrorism Exclusion Endorsement.

LMA5407 – Cyber Exclusion Endorsement (Equine and Livestock)

LMA3100 - Sanction Limitation And Exclusion Clause.

CL370 - Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical And Electromagnetic Weapons Exclusion Clause.

U.S. Terrorism Risk Insurance Act of 2002 as amended Not Purchased Clause – LMA 5390

Coronavirus Exclusion - LMA5391

Six month update on stall numbers and state breakdown – due 1st November, 2022. To be agreed by MKL Syndicate 3000. If increase is over 15%, Additional Premium may be due.

NOTIFICATION OF CLAIMS TO: Insurance Office of America
2180 Harvard Street, #450,
Sacramento,
California 95815

NOTICES:

Data Protection Short Form Information Notice LMA9151 amended
California Notice LMA9098B
California Surplus Lines Notice 2 LMA9030
California Complaints Notice LMA9136A

CHOICE OF LAW AND JURISDICTION:

This Insurance shall be governed by and construed in accordance with the law of California, U.S.A. and jurisdiction shall be subject to the provisions of the Service of Suit Clause (U.S.A.) (LMA5020) naming:

Service of Suit Nominee:

Lloyds Nominee: Foley & Lardner LLP, 555 California Street, Suite 1700, San Francisco, CA 94104-1520.

PREMIUM:

USD 35,500 (100%) Annual

PREMIUM PAYMENT TERMS:

PREMIUM PAYMENT CONDITION

PPC TOR (4/86)
It is a condition of this Contract of Insurance that the premium due at inception must be paid to and received by Insurers on or before Midnight on the 30th June 2022

If this condition is not complied with then this Contract will terminate on the above date with the Insured hereby agreeing to pay a premium calculated at not less than pro rata temporis but full policy premium shall be payable to Insurers in the event of loss prior this Contract being cancelled.

TAXES PAYABLE BY THE INSURED AND ADMINISTERED BY INSURERS:

None.

INSURER CONTRACT DOCUMENTATION:

This document contains the contract terms entered into by the insurers and constitutes the contract document.

This contract is subject to US state surplus lines requirements. It is the responsibility of the surplus lines broker to affix a surplus lines notice to the contract document before it is provided to the Insured. In the event that the surplus lines notice is not affixed to the contract document then the insured should contact the surplus lines broker.

No further contractual documentation will be issued unless specifically requested by either the Insured or by Underwriters herein.

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INFORMATION

The following information was provided to Insurer(s) to support the assessment of the risk at the time of underwriting:

Operations:

Horse Racing Operations.

Number of stalls at inception: 9,380 (as per attached – **Appendix 1**)

Loss record:

One loss since 2009 – December 2017 (2017/18 policy year) due to Californian Wildfires (location – San Luis Rey Downs): total loss being USD 300,000.

Underwriting Submission including Schedule of Values as held on file with Besso Limited and seen by Insurer(s) hereon.

APPENDIX 1

Thoroughbred Meetings - Northern Zones			
Location	**Meeting dates (DD/MM/YY DD/MM/YY)**	**Stalls**	**Comments**
Golden Gate Fields	TBC	1,500	
Golden Gate Fields	TBC	1,500	
Golden Gate Fields	TBC	1,500	
Quarter Horse Meetings - Statewide	**Harness Meetings - Statewide**		
Location	**Meeting dates (DD/MM/YY DD/MM/YY)**	**Stalls**	**Comments**
Los Alamitos	TBC	1,500	
Harness Meetings - Statewide			
Location	**Meeting dates (DD/MM/YY DD/MM/YY)**	**Stalls**	**Comments**
Cal Expo	TBC	500	
Cal Expo	TBC	500	
Fair Meetings - Statewide			
Location	**Meeting dates (DD/MM/YY DD/MM/YY)**	**Stalls**	**Comments**
Pleasanton	TBC	680	Only open during race season
State Fair (Cal Expo)	TBC	500	Only open during race season
Santa Rosa	TBC	400	Only open during race season
Ferndale	TBC	300	Only open during race season
Fresno	TBC	300	Only open during race season
Los Alamitos (Los Angeles County Fair)	TBC	1,500	
	Total:	**9,380**	

SECURITY DETAILS

(RE)INSURERS LIABILITY CLAUSE

(Re)insurer's liability several not joint
The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability
Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

LMA3333
21 June 2007

MODE OF EXECUTION CLAUSE

This contract and any changes to it may be executed by:

a. electronic signature technology employing computer software and a digital signature or digitiser pen pad to capture a person's handwritten signature in such a manner that the signature is unique to the person signing, is under the sole control of the person signing, is capable of verification to authenticate the signature and is linked to the document signed in such a manner that if the data is changed, such signature is invalidated;

b. a unique authorisation provided via a secure electronic trading platform

c. a timed and dated authorisation provided via an electronic message/system;

d. an exchange of facsimile/scanned copies showing the original written ink signature of paper documents;

e. an original written ink signature of paper documents (or a true representation of a signature, such as a rubber stamp).;

The use of any one or a combination of these methods of execution shall constitute a legally binding and valid signing of this contract. This contract may be executed in one or more of the above counterparts, each of which, when duly executed, shall be deemed an original.

ORDER HEREON: 100% of 100%

BASIS OF WRITTEN LINES: Percentage of Whole.

SIGNING PROVISIONS: In the event that the written lines hereon exceed 100% of the order, any lines written "to stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the insurers.

However,

a) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;

b) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the insured and all insurers whose lines are to be varied. The variation to the contracts will take effect only when all such insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.

INSURERS WRITTEN LINES:

1. In a co-insurance placement following (re)insurers may, but are not obliged to, follow the premium charged by the lead (re)insurer.

2. (Re)insurers may not seek to guarantee for themselves terms as favourable as those which others subsequently achieve during the placement.

This information can be found within the Security Schedule/Signed Line Pages

SECTION III

TERMS AND CONDITIONS

LLOYDS EQUINE POLICY
(Restricted Perils)

Words and terms appearing in all capital letters (other than headings) are defined in the GLOSSARY below.

The use of the word “his” “him” or “he” means: his, him, he, hers, her, she and their, as applicable.

GLOSSARY

As used herein:

1. FAIR MARKET VALUE means:

   The price at which ownership of the HORSE would change between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of relevant facts.

2. HORSE means:

   Whole or part interest of the HORSE or HORSES specified in the Schedule.

3. HUMANE DESTRUCTION means:

   a) that the HORSE incurs an injury or is afflicted with an excessively painful disease, and a VETERINARIAN appointed by the Underwriters shall first have given a certificate that the suffering of the HORSE is incurable and so excessive that immediate destruction is imperative for humane reasons; or

   b) that the HORSE incurs an injury and a VETERINARIAN appointed by the INSURED shall first have given a certificate that the suffering of the HORSE is incurable and so excessive that immediate destruction is imperative for humane reasons without waiting for the appointment of a VETERINARIAN by the Underwriters.

4. INSURED means:

   The person(s), partnership, corporation or organization specified in the Schedule.

5. VETERINARIAN means:

   A veterinary surgeon experienced in equine practice with a currently valid license, issued by the appropriate government agency, allowing him to practice veterinary medicine.

6. POST-MORTEM means:

   A post-mortem, which shall include a necropsy examination, made by a VETERINARIAN to establish the cause of death or the reason for the HUMANE DESTRUCTION of the HORSE.

INSURING AGREEMENT

The Underwriters agree that, subject to the following terms and conditions, in the event of the death or HUMANE DESTRUCTION of the HORSE resulting solely from one or more of the following named perils:

a) fire (excluding wildfire), lightning, explosion or smoke resulting therefrom;

b) collision, derailment or overturning of the conveyance in which the HORSE is being conveyed by railroad;

c) sinking, burning or collision of vessels in or on which the HORSE is being conveyed in respect of inland waterways only;

d) collision or overturning of the road vehicle in which the HORSE is being conveyed;

e) accident to an aircraft in which the HORSE is being conveyed; or

f) windstorm, hail, earthquake, flood or objects falling from aircraft,

and occurring:

i) during the period of this Insurance; or

ii) for insurances with an annual period or longer only, within ninety (90) days after the expiration of this Insurance as a result of any accident, from a named peril, occurring during the period of this Insurance, and subject to immediate written notice of such accident having been given to the Underwriters and before the expiration of this Insurance,

the Underwriters will indemnify the INSURED in respect of the FAIR MARKET VALUE of the HORSE at the time of the injury, from a named peril, causing its death or HUMANE DESTRUCTION, up to but not exceeding the limit of the Underwriters' liability specified in the Schedule.

INSURED'S AGREEMENT

The INSURED agrees to adhere to all of the terms and conditions of this Insurance and agrees that failure to satisfy any terms and conditions of this Insurance shall release the Underwriters from all liability for individual claims or from this Insurance entirely as stated in Condition 11.

EXCLUSIONS

1. This Insurance does not cover intentional slaughter whether by or under the order of any government or public or local authority or any person or body having or claiming jurisdiction in the matter or otherwise.

   The Underwriters will not invoke this exclusion:

   a) where the Underwriters shall have expressly agreed to the destruction of the HORSE; or

   b) in the case of HUMANE DESTRUCTION;

2. This Insurance does not cover death or HUMANE DESTRUCTION directly or indirectly caused by, happening through, in consequence of or contributed to by one or more of the following:

   a) any surgical operation unless conducted by a VETERINARIAN and certified by him to have been necessitated solely as a result of a named peril occurring during the period of this Insurance, and to have been carried out in an emergency attempt to save the HORSE'S life; or

   b) the administration of any medication unless by a VETERINARIAN (or experienced personnel directed by him) and certified by that VETERINARIAN to have been necessitated solely as a result of a named peril occurring during the period of this Insurance. As used in this Insurance, medication includes any drug, hormone, vitamin, protein or other substance other than unadulterated food or drink; or

   c) malicious or willful injury or intentional acts or omissions by the INSURED, his family, representatives, agents, employees, bailees or other persons who have care, custody or control of the HORSE; or

   d) failure by the INSURED, his family, representatives, agents, employees, bailees or other persons who have care, custody or control of the HORSE to provide proper care and attention to the HORSE; or

   e) the use of the HORSE for any purpose other than that specified in the Schedule.

3. This Insurance does not cover death or HUMANE DESTRUCTION directly or indirectly caused by, happening through, in consequence of or contributed to by one or more of the following:

   a) Radioactive contamination; or

   b) confiscation or nationalization or requisition by or under the order of any government or public or local authority or any person or body having or claiming jurisdiction in the matter, or

   c) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, strikes, riots or or civil commotion.

   d) Wildfire

   In any claim, and in any action, suit or proceeding to enforce a claim for death or HUMANE DESTRUCTION under this Insurance, the burden of proving that the death or HUMANE DESTRUCTION does not fall within Exclusion 3(a), (b), or (c) shall be upon the INSURED.

CONDITIONS

1. It is a condition precedent to any liability of the Underwriters that at the commencement of this Insurance the HORSE is, with the exception only of those conditions which have been completely and accurately disclosed to and accepted in writing by the Underwriters, in sound health and free from any illness, disease, lameness, injury or physical disability whatsoever.

   This condition precedent shall also apply in respect of:

a) any additional sums insured on the HORSE already insured; and/or

b) any HORSE added to this Insurance; and/or

c) any other extension of or addition to coverage.

In any of the above cases (a), (b) or (c), this condition precedent must be satisfied as of the date of such increase, addition or other extension of or addition to coverage.

2. It is a condition precedent to any liability of the Underwriters that, at the commencement of this Insurance (or any increase, addition or other extension to coverage), the INSURED is the sole owner of the HORSE. This Insurance shall cease to cover the HORSE immediately when the INSURED sells the HORSE or parts with any interest in the HORSE, whether temporarily or permanently.

3. In the event that at any time during the period of this Insurance the HORSE is:

a) entered or raced in any claiming race where the claiming price is less than the Underwriters' limit of liability specified in the Schedule, then the Underwriters' limit of liability shall automatically be reduced to a sum not exceeding the lowest amount for which the HORSE could have been claimed or sold in such race; or

b) entered into a public auction but not sold and the Underwriters' limit of liability specified in the Schedule exceeds the highest amount bid at such public auction, then the INSURED shall inform the Underwriters in writing within seven (7) days thereafter and shall substantiate any limit of liability which exceeds the highest bid at such public auction, or the Underwriters' limit of liability specified in the Schedule will automatically reduce at the expiration of seven (7) days to the highest amount bid at such auction.

In the event that the Underwriters' limit of liability specified in the Schedule is reduced under this condition, the INSURED shall be entitled to a return of premium on the amount by which this Insurance shall have been reduced, calculated on a pro rata basis from the date of such reduction.

4. It is a condition precedent to any liability of the Underwriters that, during the entire period of this Insurance, the HORSE shall remain within the Continental United States of America or Canada including transits therein and between.

5. It is a condition precedent to any liability of the Underwriters that:

a) in the event of any lameness, illness, disease, injury, accident or physical disability whatsoever as a result of a named peril occurring during the period of insurance to the HORSE, the INSURED shall immediately at his own expense employ a VETERINARIAN and shall, if required by the Underwriters, allow removal of the HORSE for treatment; and

b) in the event of the death or HUMANE DESTRUCTION as a result of a named peril occurring during the period of insurance of the HORSE, the INSURED shall immediately at his own expense arrange for a POST-MORTEM to be done by a VETERINARIAN to establish the cause of death and submit a copy of the report to the Underwriters as soon as possible after the death or HUMANE DESTRUCTION of the HORSE; and

c) in the event of either 5a) or b), the INSURED shall immediately give notice by telephone or telecopy to the person or persons specified for the

purpose in the Schedule, who will instruct a VETERINARIAN on the Underwriters' behalf, if deemed necessary; and

d) the Underwriters reserve their rights to have a POST-MORTEM carried out by their VETERINARIAN.

6. After receiving permission from the Underwriters, the INSURED shall arrange for the removal and disposal of the remains of the HORSE at his own expense. The Underwriters are entitled to receive any money recoverable by the INSURED in excess of the removal and disposal costs if the remains are sold.

7. It is a condition precedent to any liability of the Underwriters that the INSURED shall file with the Underwriters a detailed sworn proof of loss within sixty (60) days after the death or HUMANE DESTRUCTION of the HORSE.

8. It is a condition precedent to any liability of the Underwriters that the INSURED shall at all times cooperate with the Underwriters and their representatives in the adjustment and investigation of any claim or potential claim by:

a) providing the Underwriters and their representatives with access to any person(s), information, records and documents they may require; and

b) the INSURED, his family, representatives, agents, employees, bailees or other persons having care, custody or control of the HORSE submitting to examinations under oath, if required by the Underwriters.

9. If at the time of death or HUMANE DESTRUCTION of the HORSE the INSURED has any other insurance in force in respect of the HORSE, whether or not such insurance is valid or collectable, the Underwriters shall be released from all liability in connection with the HORSE, unless the agreement of the Underwriters to such other insurance has been obtained and has been endorsed to this Insurance. If the HORSE is insured elsewhere, the Underwriters shall only be liable under this Insurance for the excess beyond any amount insured by such other insurance in respect of such HORSE up to the FAIR MARKET VALUE, whether or not such other insurance is valid or collectible, subject to the maximum Sum Insured any one animal as stated in this Policy (Risk Details)..

10. If the Underwriters make any payment under this Insurance, then the Underwriters shall be subrogated, to the extent of such payment, to all rights and remedies of the INSURED against any party and shall be entitled at their own expense to sue in the name of the INSURED.

The INSURED shall execute all documents and give to the Underwriters all such assistance as the Underwriters may require to secure such rights and remedies. The INSURED shall do nothing to jeopardize or extinguish the Underwriters’ rights of subrogation.

IMPORTANT NOTE

Any breach of any of the above Conditions 1 through 10 and/or any one or more of the additional conditions set forth in any endorsement to this Insurance, whether the INSURED has personal knowledge of such circumstances or events or such knowledge is confined to his family, representatives, agents, employees, bailees or other persons who have care, custody or control of the HORSE, shall render the INSURED's claim null and void and release the Underwriters from all liability.

11. This Insurance is null and void and the Underwriters are released from all liability hereunder if the INSURED has:

    a) concealed, misrepresented, omitted and/or failed to disclose any material fact or circumstance relating to this Insurance; and/or

    b) made any claim knowing the same to be false or fraudulent, as regards amount or otherwise.

12. Cancellation

    a) This Insurance may be cancelled on a short rate basis as set out below at the written request of the INSURED stating at what date thereafter such cancellation is to be effective.

    Short Rate Scale (being the Underwriters' retained premium)

up to 3 months	40% of annual rate
up to 6 months	70% of annual rate
up to 9 months	85% of annual rate
over 9 months	100% of annual rate

    b) This Insurance may be cancelled by the Underwriters at any time by mailing written notice to the INSURED's address as shown in the Schedule, stating a date at least five (5) days from the date of the notice when cancellation will be effective. In such case the Underwriters shall return the paid premium less the earned portion calculated on a pro rata basis from the date of such cancellation.

    c) If a loss is paid on the HORSE whether by settlement, compromise or otherwise, no return of premium shall be allowed in respect of the HORSE.

13. Provided that coverage under this Insurance has been admitted in writing by the Underwriters and the only dispute between the INSURED and the Underwriters is the FAIR MARKET VALUE of the HORSE, then the dispute shall be submitted to and resolved by three arbitrators selected from the panel of Arbitrators of the American Association of Arbitrators (AAA), in accordance with the Commercial Arbitrators Rules of the AAA in effect at the time of such dispute.

    Such arbitration will be the exclusive remedy available to the parties in order to resolve a dispute as to the FAIR MARKET VALUE of the HORSE. The INSURED, however, may not initiate such arbitration against the Underwriters unless the INSURED has first complied with all of the terms and conditions of this Insurance and has given written notice to the Underwriters of his intention to arbitrate within twelve months from the date of loss of the HORSE.

    Any such arbitration proceeding shall be held at an Office of the AAA which is closest to where the INSURED resides, or as agreed by the Arbitrators.

    All administrative fees and expenses of the AAA and the Arbitrators' fees shall be shared equally between the INSURED and the Underwriters, subject to the final apportionment by the Arbitrators in the award. Attorney fees and witness fees shall be paid by the party incurring them.
    The INSURED and the Underwriters shall both be entitled to conduct and obtain discovery as provided for by the Federal Rules of Civil Procedure prior to any hearings conducted by the Arbitrators. Any disputes arising out of or in connection with such discovery shall be submitted to the Arbitrators for determination.

Any award rendered by the Arbitrators shall be final and binding upon the INSURED and the Underwriters and may be entered in any Court of competent jurisdiction.

14. It is agreed that in the event of the failure of the Underwriters to pay any amount claimed to be due, the Underwriters, at the request of the INSURED, will submit to the jurisdiction of any Court of competent jurisdiction within the United States. Nothing in this clause constitutes or should be understood to constitute a waiver of the Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or any State in the United States. It is further agreed that service of process in such suit may be made upon the person named in the Schedule and that in any suit instituted against any one of them upon this Insurance, the Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

    The person(s) on whom service of process may be made is/are named in the Schedule and is/are authorized and directed to accept service on behalf of the Underwriters in any such suit and/or upon the request of the INSURED to give a written undertaking to the INSURED that he will enter a general appearance upon the Underwriters' behalf in the event such a suit shall be instituted.

    Further, pursuant to any statute of any State, territory or district of the United States which makes provision therefor, the Underwriters designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any law process in any action, suit or proceeding instituted by or on behalf of the INSURED or any beneficiary hereunder arising out of this Insurance, and designate the person(s) named in the Schedule, to whom the said officer is authorized to mail such process or a true copy thereof.

15. The INSURED may not bring legal action against the Underwriters unless the INSURED has first complied with all the terms and conditions of this Insurance and commenced such legal action within twelve months from the date of loss of the HORSE.

15. Terms of this Insurance which are in conflict with the laws of the state or country in which this Insurance is issued are hereby amended to conform to such laws.

NMA2829 (amended)

LOSS OCCURRENCE CLAUSE

The term ‘Loss Occurrence’ shall mean the sum of all individual losses directly occasioned by any one disaster, accident, or loss or series of disasters, accidents, or losses arising out of one event, which occurs within the territorial limits of the policy.

However, the duration and the extent of any one ‘Loss Occurrence’ shall be limited to all individual losses sustained by the INSURED occurring during the period of 14 consecutive days arising out of and directly assigned by the same event except that the term ‘Loss Occurrence’ shall be further defined as follows:

i) As regarding fire, lightning, explosion, windstorm, hail, flood, all individual losses sustained by the Company occurring during any period of 14 consecutive days arising out of and directly occasioned by the same event.

iii) As regards earthquake (the epicentre of which need not necessarily be within the Territorial Limits referred to in the Schedule) and fire following directly occasioned by the earthquake, only those individual fire losses which commence during the period of 14 consecutive days may be included in the ‘Loss Occurrence’.

It is agreed that the Assured may choose the date and time when any such period of consecutive days commences, provided that it is not earlier than the date and time of the occurrence of the first recorded loss sustained by the INSURED arising out of that disaster, accident, or loss and provided that only one such period of 14 consecutive days shall apply to one event.

It is understood that losses arising from a combination of two or more perils as a result of the same catastrophe shall be considered as having arisen from one ‘Loss Occurrence’. Notwithstanding the foregoing, the limitations as stated above shall not be exceeded as respects the applicable perils.

MKL-LOC

COLLISION CLAUSE

Through Collision or derailment or overturn of a vehicle on which the INSURED property is being transported to and/or from a qualifying facility as indicated on Covered Locations within **Appendix 1** to and/or from another qualifying facility as indicated on Covered Locations within **Appendix 1** or a Public Training Centre and/or Private Farm which is listed on Covered Locations within **Appendix 1** and qualifies for the "Race and Return" collision provisions of this policy ONLY, provided the following information has been supplied by said Public Training Centre and/or Private Farm to the Thoroughbred Owners of California and the INSURER.

i) Name of Public Training Centre and/or Private Farm ("Facility");

ii) Address of Facility;

iii) Length of time Facility has been in operation;

iv) Name of principal owner of Facility;

v) List of race track(s) that horsemen at Facility most often ship to and from;

vi) Name of transport company(ies) and equipment used for the transport of horses at the Facility;

vii) Any claims or accidents of van drivers servicing the Facility in the past three (3) years;

viii) Average number of round.

WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

(1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

(2) any act of terrorism.
For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event of any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

NMA2918
08/10/2001

CYBER EXCLUSION ENDORSEMENT (EQUINE AND LIVESTOCK)

This policy does not cover any loss, damage, liability, claim, cost, fee or expense caused by:

i. the use of, or inability to use;
ii. any error or omission relating to the use of; or
iii. any hoax or threat relating to the use of;

any application, process or software.

LMA5407
27 November 2019

SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA3100

15 September 2010

CORONAVIRUS EXCLUSION

Your Insurance Policy does not cover any claim in any way caused by or resulting from:

a) Coronavirus disease (COVID-19);
b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
c) any mutation or variation of SARS-CoV-2;
d) any fear or threat of a), b) or c) above.

LMA5391
04 March 2020

INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
   1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

   1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

   1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like eaction or radioactive force or matter

   1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes

   1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

CL370

10/11/2003

U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED NOT PURCHASED CLAUSE

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

It is hereby noted that the Underwriters have made available coverage for “insured losses” directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended (“TRIA”) and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

LMA5390

09 January 2020

SERVICE OF SUIT CLAUSE (U.S.A.)

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within this Policy. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance (or reinsurance).

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon the Nominee stated in the RISK DETILS and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

LMA5020
14/09/2005

SECURITY DETAILS

REFERENCES

UMR (Unique Market Reference): B0595NOKS48938022

Date contract printed to PDF: 17:44 29 April 2022

SIGNED UNDERWRITERS

Markel International

MARKEL®

MKL 3000

100.000000% **Written**

C	F	6	5	3	1	A	2	2	E	A	A			

NB

100.000000% **Signed**

17:41 29 April 2022
Lloyd's Underwriter Syndicate No. 3000 MKL, London, England
Ollie Atkin
Bound as Slip Leader, Lloyd's Leader

Schedule 1

Sports Wagering Initiative

Attached



Race Meet Agreement

Fall 2022

Between

Pacific Racing Association

And

California Thoroughbred Trainers

October 19, 2022 – December 20, 2022

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

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

RECITALS

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

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

C. CTT is the duly organized trainers' association recognized by Track and the California Horse Racing Board ("CHRB") as having authority to negotiate and covenant with Track pursuant to Article 22, Chapter 4, Title 4, of the Administrative Code of the State of California.

D. Track and CTT, in an effort to stabilize certain phases of the business of thoroughbred racing for the purpose of avoiding controversies between them which might interfere with the orderly commencement and conduct of race meetings to the detriment of Track, CTT, and its members, and for the purpose of providing for an orderly and uniform method of dealing with issues involving the racetrack, track safety, the backstretch, and the welfare of trainers and other backstretch personnel, have reached an understanding with reference to the foregoing and other matters and things hereafter specified, and desire to incorporate their understanding in writing.

AGREEMENT

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

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

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

3. CTT Distributions.

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

b. The sums payable pursuant to this Section 3 shall be paid on Friday of each week during the Term; the final payment shall be made on or before 10 calendar days following the close of each individual race meet which takes place during the Term. All such payments shall be based upon actual receipts by Track of amounts payable as purses. In the event any payment is not made within 10 days from its due date, interest shall accrue from the initial due date at the rate of ten percent (10%) per annum until such payment is made.

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

4. Condition Book.

a. Track agrees that its Racing Secretary will inform the CTT, with at least forty-eight (48) hours' notice, of when it will hold its final proof meeting to discuss the "Condition Book" prior to the Condition Book being sent to the printer so that the CTT can discuss in good faith any comments, questions, or proposed changes the CTT may have regarding the proposed Condition Book and so that any such agreed upon changes can be made before the Condition Book is finalized and sent to the printer.

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

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

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

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

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

6. Stall Assignments.

a. Track shall during each individual race meet which occurs during the Term provide the number of stalls as required pursuant to its license to conduct a race meet. In the event that stalls at an off-site location are required for Track to comply with the number of stalls required pursuant to its license, such stalls will be in good condition for stabling and approved by CHRB; provided, however, that stalls at the off-site location will only be made available so long as such can be accomplished without compensation of any nature whatsoever, direct or indirect, by Track other than such compensation as provided for under the Stabling and Vanning Fund as set forth in the California Horse Racing Law.

b. Track agrees to use its commercially reasonable efforts to provide stalls to horses that are in a condition to train and run at each individual race meet which occurs during the Term. Stalls will be allocated and made available, without charge, to those thoroughbred horses for which Track's Racing Secretary has approved stalls. Stalls shall be assigned only to trainers engaged in the care and training of thoroughbreds which Track has approved and to which Track has allocated stalls to prepare for racing. Track's obligations to furnish and allocate stalls shall be subject to Track's right to withdraw stalls allocated to horses not currently approved for racing or preparation for racing, or not actually training for racing, or for Track's needs for access to such stalls for repairs, maintenance, and construction. CTT members shall cooperate with Track to provide reasonable access to occupied stalls for necessary repairs, maintenance, and construction. The name of any trainer not cooperating with reasonable access shall be provided to CTT within 24 hours of such non-cooperation. Track will assure that stalls being repaired will be substituted for by other stalls at Track's cost, if applicable. Prior to the stable area opening for occupancy, as set forth in subsection (f) below, and at any other time upon CTT's request, Track shall provide to CTT a detailed report (by barn and stall number) of all significant repairs and improvements accomplished within the prior 60 days. Track and CTT agree that structural and infrastructure repairs and maintenance to enhance equine and human safety shall have priority over other improvement projects.

c. It is the intention of Track that stall allocations shall be made primarily on the basis of the quality and condition of the horses for which stall space is requested, upon the availability of stall space, and taking into consideration the character of each individual race

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

d. Track shall not allocate more than sixty (60) stalls to any one trainer. Following allocation of stalls which shall not exceed sixty (60) stalls to any one trainer, should Track determine that the number of available stalls exceeds the number of qualified and eligible horses which have been allocated stalls, then and in that event, Track may allocate, on an equitable basis, up to seventy-five (75) stalls to any one trainer. The intent of this provision is to ensure fair and reasonable consideration of all applications by Track, so that no one trainer may be awarded in excess of sixty (60) stalls until such time as all applications for stalls for eligible and qualified horses have been reviewed, considered, and stalls have been reasonably provided to those horses which have been determined to meet Track's eligibility and qualification requirements. Notwithstanding the foregoing, the sixty (60) stall limitation shall be increased to seventy-five (75) stalls if it can be demonstrated that a trainer allocated seventy-five (75) stalls has a history of starting twice as many horses as trainers allocated sixty (60) stalls.

e. Track agrees that its stalls will be ready, available, and allocated, and the main track will, with respect to each individual race meet during the Term, be open, available, and in condition for training at no charge to horsemen three days before and two days after each individual race meet which occurs during the Term.

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

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

8. Exclusion/Suspension of a Trainer.

a. Bases, Legal Standard.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Interrupted Racing Schedules: Force Majeure. If Track for any reason beyond its control such as, but not limited to: an act of God; war; labor difficulties; strikes; order of any governmental authority directing cessation of racing; failure of Track to obtain the necessary racing license from the CHRB; and/or destruction of the racing plant of Track by fire or other casualty, and Track is thereby prevented from conducting one (1) or more days of scheduled thoroughbred racing, then sums otherwise payable by Track for the missed racing day shall not be due and payable.

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

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

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

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

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

d. Track agrees to provide a regulatory veterinarian at such auxiliary stabling facility on an "as needed" basis to provide trainers and owners the opportunity to have any horse or horses removed from the vet's list.

13. Accessibility to Track. Track agrees that at least one (1) gate will remain open twenty-four (24) hours daily permitting access to the backstretch for all licensed personnel. Track further agrees to permit all licensed personnel to use the designated parking area adjacent to said gate for purposes of parking personal vehicles, free of charge.

14. Anti-Monopoly Provision.

a. Track acknowledges CTT's interest in assuring that horsemen will during the Term have the opportunity to procure and receive supplies, services, utilities, transportation, and other facilities required by the horsemen at a competitive cost or price usually available in a free enterprise marketplace. Accordingly, Track agrees not to limit this free enterprise system of competitive service and supply to the horsemen by means of Track entering into any agreement or otherwise seeking to establish or impose upon the horsemen a monopoly of restrictive servicemen or suppliers who would have exclusive access to the horsemen's needs or requirements, without first obtaining the consent of the CTT, which consent shall not be unreasonably withheld.

b. CTT acknowledges that Track must provide, maintain, and control reasonable access to and from Track property; security for persons and property; traffic regulation; and numerous other activities related to the racing industry. Accordingly, CTT agrees that Track may, for a reasonable and proper cause, restrict or prohibit any serviceman, supplier, or vendor from having access to the grounds and the horsemen, provided that CTT will be given a minimum 24-hour prior written notice by Track that a particular serviceman, supplier, or vendor will be denied further access or privileges to Track grounds or property. Notwithstanding anything to the contrary herein, Track shall have the right to enforce the provisions of its contract with WestWalk Inc. to be the exclusive provider of hot walking machines.

15. Credentials.

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

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

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

16. Training/Stabling/Employee Housing Facilities.

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

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

c. Track agrees, on each day horses are stabled at Track, to have available during all training hours a fully manned, licensed, and operable ambulance for injured horses. Track agrees to maintain and keep clean the ambulance throughout the duration of the Term. On all days in which horses are stabled at Track, Track shall maintain a fully manned, licensed, and operable ambulance on the premises during training and racing hours for persons injured on the racing surface or turf course, or the entrance area to or from the racing surface or turf course, in each case including a driver and at all times in compliance with any rule, regulation, or directive of the CHRB with regards to ambulance service, staffing and/or emergency medical protocol. Track shall continue to employ its "Emergency Medical Plan" for racing and training hours. Track agrees that in case said ambulance is unavailable for any period of time during training hours, Track, TOC, and CTT shall confer and decide on an appropriate length of time, if any, to extend training hours.

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

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

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

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

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

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

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

17. Track Safety.

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

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

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

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

18. Signage & Trainer's Proprietary Rights.

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

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

19. Fire and Disaster Insurance.

a. Track is not responsible for the purchase of any insurance policy covering horses and/or property owned by the members of the CTT. However, in the event that all of the members of the California Thoroughbred racing industry decide to cooperate in the purchase of a fire and disaster insurance policy which covers horses and/or property owned by the members of the CTT which are stabled or located at Track, Santa Anita Park, Del Mar, Los Alamitos (Thoroughbred), or San Luis Rey Downs, and such policy has a yearly premium of $100,000 or less, Track shall upon receipt of an invoice pay its proportionate share of the yearly premium (which proportionate share shall be calculated on a reasonable basis).

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

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

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

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

22. Mutuality.

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

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

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

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

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

24. Inconsistent Language. When the language in the Condition Book, Stall Application, Stakes Nomination Forms, proposed Stakes Book for an upcoming individual meet which occurs during the Term, or any other document pertaining to the eligibility of horses and

conditions for racing is inconsistent with the language in this Agreement, the language in this Agreement shall control.

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

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

26. Additional Terms.

a. Modifications. This Agreement constitutes the entire agreement between the Parties hereto and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express, or implied, between the Parties hereto. The Parties acknowledge that no representations, inducements, promises, agreements, or warranties, either oral or otherwise, have been made to them, or anyone acting on their behalf, which are not embodied in this Agreement, and that they have not executed this Agreement in reliance on any such representation, inducement, promise, agreement, or warranty. It is expressly understood and agreed that this Agreement may not be altered, amended, modified, or otherwise changed in any respect or particular whatsoever except by a writing duly executed by an authorized representative of each Party.

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

c. Applicable Law. This Agreement, including all matters of construction, validity, and performance, shall be governed, construed, and enforced in accordance with the laws of the State of California, as applied to contracts executed and to be fully performed in California by citizens of California and without reference to principles of conflicts of law. Venue

of any action arising out of this Agreement shall be heard first in an applicable state court of California and absent jurisdiction in such state court, then in the applicable Federal court of California.

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

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

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

g. Reservation of Rights. The terms of this Agreement shall be without prejudice to the abilities of the parties to challenge, by legal proceedings or otherwise, any rights, obligations, or privileges which are the subject hereof at any time during the pendency or upon termination of this Agreement, and the Parties shall not be deemed to waive or abridge any rights, claims, or privileges at any time during or after the term of this Agreement

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

[Signatures follow]

The Parties have executed this Agreement effective as of October 19, 2022.

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

Exhibit A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. **Assumption of Risk**.

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

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

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

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

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

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

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

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

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

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

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

24. Exclusion Standard.

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

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

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

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

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

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

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

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

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

25. Arbitration Agreement & Class Action Waiver.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. Suspension/Exclusion Claims.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26. Additional Terms.

a. Governing Law. This Agreement, including all matters of construction, validity, and performance, shall be governed, construed, and enforced in accordance with the laws of the State of California and any applicable federal law as applied to contracts executed and to be fully performed in California by citizens of California and without reference to principles of conflicts of law. Without limiting the effect of the Arbitration Agreement, each party hereby expressly waives any and all rights that it may have to make any objections based on jurisdiction, venue, or sufficiency of process to any Arbitration brought to enforce the terms of this Agreement, and each party hereto agrees to venue in Alameda County, California.

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

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

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

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

Exhibit B

Acknowledgments and Agreement on Back of Stall Application

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

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

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

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

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

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

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

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

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

Signature	Print Name	Date

Exhibit C

Trainer Exclusion/Suspension Process

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

1. Notice.

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

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

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

2. The Meeting.

a. The CTT will be invited to the Meeting.

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

3. Decision After the Meeting.

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

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

4. Reconsideration Meeting.

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

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

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

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

5. Decision After Reconsideration Meeting.

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

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

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

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

6. Arbitration.

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

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

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

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

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

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

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

November 17, 2022

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

RE: Golden Gate Fields (PRA) 2022-23 Winter-Spring Race Meeting ADW Approvals

Dear Eric,

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

Pursuant to Section 29, Intrastate Advance Deposit Wagering ("ADW") of the Race Meet Agreement between TOC and PRA, and the Geo-Location Agreement (Exhibit A) between TOC and each ADW provider, PRA shall be permitted to transmit race signal to California-licensed ADW providers TVG, XpressBet, TwinSpires, NYRA, BetAmerica, and Watch and Wager to accept wagers on PRA and other Thoroughbred races during the 2022-23 Winter-Spring race meeting, December 21, 2022 through June 13, 2023, as follows:

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

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

a. TVG, XpressBet, TwinSpires, and NYRA may deduct a Hub Fee of [redacted]% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.

b. BetAmerica may deduct a Hub Fee of [redacted]% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.

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

d. TVG, XpressBet, TwinSpires, NYRA, BetAmerica, and Watch and Wager may deduct a Hub Fee of [redacted]% of gross handle for ADW wagers accepted by California residents located within the enclosure of a Thoroughbred racetrack or fair on days when they are running live race meets, as more fully set forth in Exhibit A.

e. For all wagers identified in sections 2.a.-c. above, the remainder of the takeout shall be distributed in conformity with the Market Access Fee provisions of California law (Section 19604 et seq).

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

a. TVG, XpressBet, TwinSpires and NYRA shall pay a Host Fee of no less than [redacted]% of gross out-of-state handle wagered by out-of-state account holders, plus a [redacted]% California Purse Fee per SB 1072.

b. BetAmerica and Watch and Wager shall pay a Host Fee of no less than [redacted]% of takeout (which includes a [redacted]% California purse fee per SB 1072) of gross out-of-state handle wagered by out-of-state account holders.

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

Sincerely,

Jordyn Egan

Jordyn Egan
Executive Director

cc: Tom Varela, Scott Chaney

Agenda Item 5

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD REGARDING THE DISTRIBUTION OF RACE DAY CHARITY PROCEEDS OF THE PACIFIC RACING ASSOCIATION DBA GOLDEN GATE FIELDS 2021-2022 WINTER-SPRING RACE MEETING

Regular Board Meeting
November 22, 2022

ISSUE

Pacific Racing Association (PRA) is requesting approval to distribute race day charity proceeds generated at its 2021-2022 Winter-Spring race meet from December 22, 2021, through June 14, 2022. PRA is proposing a total distribution of $14,248.91. The charitable organizations selected and amounts to be distributed are listed on the attachment. Staff notes that 100 percent of the proposed charity distributions are made to horse racing industry related charity organizations.

BACKGROUND

Business and Professions Code section 19550 states the Board shall require each licensed racing association that conducts 14 or less weeks of racing to designate three racing days, and each licensed racing association that conducts more than 14 weeks of racing to designate five racing days during any one meeting, to be conducted as charity days by the licensee for the purpose of distribution of the net proceeds there from to beneficiaries through the distribution agent. No racing association shall be required to pay to a distributing agent for the purpose of distribution to beneficiaries more than an amount equal to two-tenths of one percent of the association's total on-track handle on live races conducted by the association at the meeting. Business and Professions Code section 19555 requires that proceeds are to be distributed to beneficiaries within 12 calendar months after the last day of the meet during which charity days were conducted. Business and Professions Code section 19556 provides that the distributing agent shall make the distribution to beneficiaries qualified under this article. At least 30 percent of the distribution shall be made to charities associated with the horse racing industry. An additional five percent shall be paid to a welfare fund and another five percent shall be paid to a non- profit corporation, the primary purpose of which is to assist horsemen and backstretch personnel who are being affected adversely as a result of alcohol or substance abuse. In addition to the above distributions, a separate 20 percent shall be made to a nonprofit corporation or trust, the directors or trustees of which shall serve without compensation except for reimbursement for reasonable expenses, and which has as its sole purpose the accumulation of endowment funds, the income on which shall be distributed to qualified disabled jockeys.

RECOMMENDATION

This item is presented for Board discussion and action.

CHRB ANALYSIS

Pacific Racing Association dba Golden Gate Fields Winter - Spring Race Meet Charity Day Proceeds

December 22, 2021, through June 14, 2022

#	Nonprofit Organization	Amount	Proposed Disbursement Percentage	Percentage Required By Horse Racing Law (2/10 of 1% on-track, live, handle)	Notes
1	California Thoroughbred Foundation*	265.03	2%		a
2	CARMA*	1,273.85	9%		a
3	Edwin J. Gregson Foundation*	2,188.63	15%		a
4	Neigh Savers Foundation	200.91	1%		
5	Racetrack Chaplaincy of America*	346.25	2%		a
6	California Thoroughbred Horsemen's Foundation*	1,625.80	11%	minimum of 5%	b
7	Winners Foundation*	3,989.70	28%	minimum of 5%	c
8	Permanently Disabled Jockeys' Fund*	4,358.74	31%	minimum of 20%	d
	Total Horse Related Charities	$ 14,248.91	100%	minimum of 60%	e
	Notes:				
	a	30% to charities associated with the horse racing industry (B&P 19556 (b))			
	b	5% to welfare fund (19556 (b)) described in subdivision (b) of Section 19641			
	c	5% to nonprofit organization to assist horsemen and backstretch personnel affected by alcohol and substance abuse (B&P 19556 (b))			
	d	20% to nonprofit organization that benefits qualified disabled jockeys (B&P 19556 (c)(1))			
	e	overall a minimum of 60% of the charity distribution should go to horse racing industry related nonprofit organizations.			

*horse racing industry-related organization

GOLDEN GATE FIELDS

October 21, 2022

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

RE: Pacific Racing Association, Charity Day Proceeds

Dear Mr. Chaney,

Pacific Racing Association, doing business as "Golden Gate Fields," has determined the beneficiaries of proceeds from Charity Days races conducted at Golden Gate Fields from December 22, 2021, to June 14, 2022, in the amount of $14,248.91.

Attached is a list of the organizations selected to be the beneficiaries of the Charity Day proceeds and statement about each recipient. Please note that 100% of the distributions are to horse-related charities.

Also attached is the official CHRIMS Report of Handle for the said race meet period upon which this distribution is based.

We request that you please add this matter for discussion and action by the California Horse Racing Board at its next regularly scheduled meeting. Distributions will be made upon approval of the proposed amounts by the Board.

The amount that Golden Gate Fields is requesting that the CHRB approve for distribution is a small fraction of the total amount that Golden Gate Fields donates to charity each year.

Should you have any questions regarding the distributions, or the matter set forth herein, do not hesitate to contact me.

Sincerely,



Eric Sindler
General Counsel,
California Racing Operations

Pacific Racing Association - Golden Gate Fields

Distribution of Charity Days Proceeds

December 13, 2021 - June 12, 2022

California Thoroughbred Foundation	6.2%	$ 265.03			
CARMA	29.8%	$ 1,273.85			
Edwin Gregson Foundation	51.2%	$ 2,188.63			
Neigh Sayers Foundation	4.7%	$ 200.91			
Race Track Chaplaincy of America	8.1%	$ 346.25			
Pegasus Foundation	0.0%	$ -			
Horse Related Charities Above	100.0%		$ 4,274.67	$ 4,274.67	30% of total distribution
California Thoroughbred Horsemen's Foundation	16.3%	$ 1,625.80			
Winner's Foundation	40.0%	$ 3,989.70			
Permanently Disabled Jockey's Fund	43.7%	$ 4,358.74			
Horse Related Charities Above	100.0%		**$ 9,974.24**	$ 9,974.24	70% of total distribution
Total Distribution			$ 14,248.91	$ 14,248.91	$ - Must be zero

GOLDEN GATE FIELDS

Pacific Racing Association
Golden Gate Fields

I. **Horse Related Charities** – California **B&P** Code Section 19556(b) (30% Minimum Distribution)

California Thoroughbred Foundation – CTF is a 503(c) (3) non-profit organization that provides multiple benefits to individuals involved in the Thoroughbred industry. These include scholarship programs for veterinary medicine students at US Davis and maintenance of the Carleton F. Burke Memorial Library.

CARMA – The California Retirement Management Account is organized to raise money for retired California race horses. Their mission statement provides that they assist thoroughbred retirement facilities that care for and retrain horses whose careers have ended after competing in California Thoroughbred races. Their services include tracking of retired California race horses and in working to find homes for retired equines. CARMA also manages a grant request process and distributes funds to qualified retirement facilities caring for such horses. CARMA is dedicated to the goal of providing funding for rehabilitation, retraining and/or retirement of Thoroughbred horses that have raced in California.

Edwin Gregson Foundation – A non-profit charitable foundation organized for the purpose of improving the lives of backstretch worker and their immediate family members at California race tracks. The organization provides backstretch workers with many educational programs, including "English as a second language," bible studies and provides numerous programs, including computer training programs at its recreation facility, computer games and various magazines in English and Spanish. It organizes family outing s for the workers excursions. The organization also maintains a recreational hall at Santa Anita Park for the benefit of the backside workers and their children.

Neigh Savers Foundation – Neigh Savers creates new beginnings for retired racing Thoroughbreds by building relationships, both on and off the track, to help as many horses as possible. Through rescue, rehabilitation and retraining the organization provides the foundation needed for racing Thoroughbreds to successfully transition into new careers. Whether the horse is an Off-Track Thoroughbred (OTTB) ready to end its racing career or one that has been injured on the track or has found itself standing at an auction or on a feedlot with nor other options, Neigh Savers strives to make a difference, one OTTN at a time.

Racetrack Chaplaincy of America – The stated mission of the organization is "The overall mission of RTCA, through its councils and chaplains, is to make disciples for Jesus Christ through teaching, preaching, and ministering to the spiritual, emotional, physical, social, and educational needs of those persons involved in all aspects of the horse racing industry."

II. **Welfare Fund for Backside Personnel** - California **B&P** Code Section 19556(b)) (5% Minimum Distribution to Welfare Fund described in 19641(b))

California Thoroughbred Horsemen's Foundation – CTHF is a 501(c) (3) nonprofit foundation that provides assistance to the low-income backstretch community occupied with the care of Thoroughbred race horses at California's major race tracks and fair circuits and California Horse Racing Board recognized off-track training centers. The organization maintains three clinics throughout the state, which see over 10,000 people each year, including numerous children who are prepared medically to return to school each year.

III. **Fund for Substance or Alcohol Abuse -** California **B&P** Code Section 19556(b) (5% Minimum Distribution)

Winners Foundation – The Winners Foundation provides confidential assistance on a one-to-one basis to employees and family members of California race track who are seeking help for alcohol, gambling and drug addiction. Each situation is geared to best support an individual's desire to change his or her life for the better. The Foundation has developed a large referral base and maintains close relationships with community based services such as anonymous 12 step groups, city and county assistance agencies, detox centers, halfway houses and out-patient and in-patient hospital treatment programs. This service is provided to any employee or family member of anyone involved in the California Thoroughbred horse racing community, free of charge. This includes backstretch works, as well as all employees at Del Mar, Golden Gate Fields, Santa Anita and the California Association of Racing Fairs.

IV. **Permanently Disabled Jockeys Fund - B&P** Code Section 19556(c) (20% Minimum Distribution)

Permanently Disabled Jockeys' Fund – This is a statutorily mandated distribution per Business and Professions Code Section 19556(c). It provides support to disabled jockeys, as its name implies.

Agenda Item 6

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE LOS ANGELES TURF CLUB (LATC), AT SANTA ANITA, COMMENCING DECEMBER 21, 2022 THROUGH JUNE 20, 2023, INCLUSIVE

Regular Board Meeting
November 22, 2022

Application: Los Angeles Turf Club at Santa Anita Park

Breeds: Thoroughbred

Board Allocated Dates: Grey/shaded **Racing Dates:** Blue/shaded, bold

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

JANUARY 2023						
Sun	**Mon**	**Tue**	**Wed**	**Thu**	**Fri**	**Sat**
1	2	3	4	5	**6**	**7**
8	9	10	11	12	**13**	**14**
15	**16**	17	18	19	20	**21**
22	23	24	25	26	**27**	**28**
29	30	31				

FEBRUARY 2023						
Sun	**Mon**	**Tue**	**Wed**	**Thu**	**Fri**	**Sat**
			1	2	**3**	**4**
5	6	7	8	9	**10**	**11**
12	13	14	15	16	**17**	**18**
19	**20**	21	22	23	24	**25**
26	27	28				

MARCH 2023						
Sun	**Mon**	**Tue**	**Wed**	**Thu**	**Fri**	**Sat**
			1	2	**3**	**4**
5	6	7	8	9	**10**	**11**
12	13	14	15	16	**17**	**18**
19	20	21	22	23	**24**	**25**
26	27	28	29	30	**31**	

APRIL 2023						
Sun	**Mon**	**Tue**	**Wed**	**Thu**	**Fri**	**Sat**
						1
2	3	4	5	6	**7**	**8**
9	10	11	12	13	14	15
16	17	18	19	20	21	**22**
23	24	25	26	27	**28**	**29**
30						

MAY 2023						
Sun	**Mon**	**Tue**	**Wed**	**Thu**	**Fri**	**Sat**
	1	2	3	4	**5**	**6**
7	8	9	10	11	**12**	**13**
14	15	16	17	18	**19**	**20**
21	22	23	24	25	**26**	**27**
28	**29**	30	31			

JUNE 2023						
Sun	**Mon**	**Tue**	**Wed**	**Thu**	**Fri**	**Sat**
				1	**2**	**3**
4	5	6	7	8	**9**	**10**
11	12	13	14	15	**16**	**17**
18	19	20	21	22	23	24
25	26	27	28	29	30	

Required Information	Status	Comments	CHRB Rule/Law
Off-Site Auxiliary Stabling	☒ Accepted ☒ Follow Up Required ☐ Outstanding	Los Alamitos fire clearance valid through 03/08/23. San Luis Rey Down fire clearance valid through 01/01/23.	Rule 1420(q)
Stabling and Vanning Agreement	☒ Accepted ☐ Follow Up Required ☐ Outstanding	2023 Southern California Stabling and Vanning Agreement valid through 12/31/23.	BPC 19607.1
Fire Clearance	☒ Accepted ☒ Follow Up Required ☐ Outstanding	Santa Anita fire clearance valid through 12/10/22. Addressed in missing items letter.	Rule 1927
Backstretch Inspection	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Backstretch inspection conducted 8/4/22. Valid for one year.	Rule 2102
Track Safety Inspection	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Track safety inspection completed 11/03/22.	Rule 1471(g)
Inclement Weather Plan	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Received letter adopting CHRB Inclement Weather Policy on 9/21/22.	Rule 1432
Workers' Compensation Insurance	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Marsh workers' compensation coverage effective 6/30/22, expires 6/30/23.	Rule 1501
Horsemen's Race Meet Agreements	☐ Accepted ☐ Follow Up Required ☒ Outstanding	**Thoroughbred Owners of California** – received 11/11/22 **California Thoroughbred Trainers Association** – not received.	Rule 2044

Wagering Information	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 210–214	BPC 19599
Emergency and Security	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 238–251	BPC 19481.3
Veterinary Services	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 218–220	Rule 1481 Rule 1840 Rule 1841
ADW Providers and Horsemen's Approvals	☐ Accepted ☐ Follow Up Required ☒ Outstanding	See page 222 Horsemen's approval of ADW not provided. Addressed in missing items letter.	BPC 19604 19604(b)(1)(C)
Administrative Review	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Secretary of State Filing Current Financial Statements Reviewed Statistics Report Reviewed Active Licenses Verified Deposit Received Required Signatures Obtained 1581 Agreement Reviewed	Rule 1439 Rule 1470 Rule 2046 Rule 1481 BPC 19490 Rule 1433 Rule 1437 Rule 1581

RECOMMENDATION: Staff recommends approval after two (2) outstanding items are addressed: California Thoroughbred Trainers race meet agreement and ADW horsemen's approval. The application as submitted satisfactorily meets all other requirements for licensure.

SANTA ANITA PARK

October 14, 2022

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

Dear Mr. Pimentel,

As of today, the following is still outstanding, with respect to Los Angeles Turf Club, Incorporated's ("LATC") 2022 Winter Race Meet Application:

1. TOC Agreement – LATC is working with the TOC on an agreement. LATC does not currently anticipate any issues. It is expected that the agreement with TOC will be finalized prior to the November Board meeting. LATC will inform CHRB staff in the event any unforeseen issues are encountered.

2. TOC ADW Approval Letter – We have requested the ADW approval letter from the TOC. We will forward to the Board upon receipt.

3. Fire Clearance Letters – Both the Santa Anita and San Luis Rey fire inspections have been completed. We are waiting on the clearance letter from the fire departments. We will forward to the Board upon receipt. We have requested the fire clearance letter from Los Alamitos and will forward to the board upon receipt.

4. We do not have an anticipated date on when, or even if, an agreement with the CTT will be reached.

Please let me know if you have any questions.

Sincerely,

Eric Sindler

Eric Sindler

SANTA ANITA PARK

September 19, 2022

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

Re: Jockey Concussion Protocols

Dear Mr. Chaney,

Please accept this letter as confirmation that Los Angeles Turf Club, Incorporated will operate its race meet in accordance with the jockey concussion protocols posted on the California Horse Racing Board's website.

Sincerely,

Nate Newby

SANTA ANITA PARK

September 19, 2022

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

Re: Inclement Weather Policy

Dear Mr. Chaney,

Please accept this letter as confirmation that Los Angeles Turf Club, Incorporated will operate its race meet in accordance with the inclement weather policy posted on the California Horse Racing Board's website.

Sincerely,

Nate Newby

STATE OF CALIFORNIA
CALIFORNIA HORSE RACING BOARD
APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING
CHRB-17 (Rev 7/21)

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: Los Angeles Turf Club, Incorporated, 285 W. Huntington Drive, Arcadia, CA 91007 T: 626-574-7223 F: 626-446-9565 E: eric.sindler@stronachgroup.com

B. Breed of horse: Thoroughbred ☒ Quarter Horse ☐ Harness ☐

C. Racetrack name: Santa Anita Park

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

E. Was the association licensed to operate a race meeting prior to January 1, 2001?
Yes ☒ No ☐
If no, attach a surety bond in the amount of one hundred thousand dollars.

NOTICE TO APPLICANT: No application for a license to conduct a race meeting shall be granted unless the applicant has deposited with the Board a surety bond in the amount of one hundred thousand dollars ($100,000), or a greater amount, as determined by the Board, 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: 12/21/22–6/20/23

B. Actual dates racing will be held: December 26, 27, 30, 31 (4 days); January 1, 6, 7, 8, 13, 14, 15, 16, 21, 22, 27, 28, 29 (13 days); February 3, 4, 5, 10, 11, 12, 17, 18, 19, 20. 25, 26 (12 days); March 3, 4, 5, 10, 11, 12, 17, 18, 19, 24, 25, 26, 31 (13 days); April 1, 2, 7, 8, 9, 22, 23, 28, 29, 30 (10 days); May 5, 6, 7, 12, 13, 14, 19, 20, 21, 26, 27, 28 29 (13 days); June 2, 3, 4, 9, 10, 11, 16, 17, 18 (9 days)

C. Total number of days or nights of racing: 74

D. Days or nights of the week races will be held:
Wednesday – Sunday ☐ Tuesday – Saturday ☐ Other (specify) ☒

CHRB CERTIFICATION

Application received: 9/19/22 **Hearing date:** 11/17/22
Deposit received: Yes **Approved date:**
Reviewed: RP **License number:**

Exhibit 2.D

Racing scheduled Friday through Sunday weekly.

Exceptions:	Racing	Monday, December 26, 2022
		Tuesday, December 27, 2022
		Monday, January 16, 2023
		Monday, February 20, 2023
		Monday, May 29, 2023
	Non-Racing	Friday, January 20, 2023
		Friday, February 24, 2023
		Friday, April 14, 2023
		Saturday, April 15, 2023
		Sunday, April 16, 2023
		Friday, April 21, 2023

E. Number of days or nights of racing per week: 3

3. RACING PROGRAM

A. Total number of races: 570 - 844

B. Number of races for each day or night: 7-10 races weekdays / 8-12 races opening day, weekends and holidays

C. Total number of stakes races: 93

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).

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. Kalookan Queen Stakes. Race was deleted because too many races were offered in the particular category.

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. See attached.

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

4. RACING ASSOCIATION

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

B. Complete the applicable subsection and attached Addendum, Background Information and Ownership.

C. CORPORATION

1. Registered name of the corporation: Los Angeles Turf Club, Incorporated
2. State where incorporated: California

Date	Race Name	Grade	22/23 Purse	21/22 Purse	Age	Sex	Distance	Surface	Notes
Monday, December 26	Malibu	1	$300,000	$300,000	3	Open	7F	Dirt	**Opening Day**
	La Brea	1	$300,000	$300,000	3	Fillies	7F	Dirt	
	American Oaks	1	$300,000	$300,000	3	Fillies	10F	Turf	
	Mathis Mile	2	$200,000	$200,000	3	Open	8F	Turf	
	San Antonio	2	$200,000	$200,000	3 & Up	Open	8.5F	Dirt	
	San Gabriel	2	$200,000	$200,000	3 & Up	Open	9F	Turf	
Tuesday, December 27	Eddie Logan	(L)	$100,000	$100,000	2	Open	8F	Turf	
	Blue Norther		$100,000	$100,000	2	Fillies	8F	Turf	
Saturday, December 31	Joe Hernandez	2	$250,000	$250,000	3 & Up	Open	*6.5F	Turf (H)	**New Year's Eve**
	Robert J. Frankel	3	$100,000	$100,000	3 & Up	F/M	9F	Turf	
	Las Flores	3	$100,000	$100,000	3 & Up	F/M	6F	Dirt	Moved (3/13/22), Age Change (4 & Up to 3 & Up)
Sunday, January 1	Santa Ynez	2	$200,000	$200,000	3	Fillies	7F	Dirt	**New Year's Day**
	Las Cienegas	3	$100,000	$100,000	4 & Up	F/M	*6.5F	Turf (H)	
Saturday, January 7	California Cup Derby	CA	$200,000	$200,000	3	Open	8.5F	Dirt	
	California Cup Oaks	CA	$200,000	$200,000	3	Fillies	8F	Turf	
	Don Valpredo California Cup Sprint	CA	$150,000	$150,000	3	Open	6F	Dirt	
	Unusual Heat Turf Classic	CA	$200,000	$200,000	4 & Up	Open	9F	Turf	
	Sunshine Millions Filly & Mare Turf Sprint	CA	$150,000	$150,000	4 & Up	F/M	*6.5F	Turf (H)	
Sunday, January 8	Sham	3	$100,000	$100,000	3	Open	8F	Dirt	
Monday, January 9	**(NO LIVE RACING)**								**CFB National Championship @ SoFi**
Saturday, January 14	La Canada	3	$200,000	$200,000	4 & Up	F/M	8.5F	Dirt	
Sunday, January 15	**(NO STAKES)**								
Monday, January 16	**(NO STAKES)**								**MLK Jr Day**
Saturday, January 21	Astra	(L)	$100,000	$125,000	4 & Up	F/M	12F	Turf	
Sunday, January 22	**(NO STAKES)**								
Saturday, January 28	San Pasqual	2	$200,000	$200,000	4 & Up	Open	9F	Dirt	
	Las Virgenes	3	$200,000	$200,000	3	Fillies	8F	Dirt	
Sunday, January 29	San Vicente	2	$200,000	$200,000	3	Open	7F	Dirt	
	Clocker's Corner	(R)	$100,000	$70,000	4 & Up	Open	*6.5F	Turf (H)	Distance change (6F to 6 1/2 Hillside Course)
Saturday, February 4	Santa Monica	2	$200,000	$200,000	4 & Up	F/M	7F	Dirt	**1/ST Saturday**
	Megahertz	3	$100,000	$100,000	4 & Up	F/M	8F	Turf	
	Robert B Lewis	3	$200,000	$200,000	3	Open	8.5F	Dirt	
	Thunder Road	3	$100,000	$100,000	4 & Up	Open	8F	Turf	
Sunday, February 5	San Marcos	2	$200,000	$225,000	4 & Up	Open	10F	Turf	
	Palos Verdes	3	$200,000	$200,000	4 & Up	Open	6F	Dirt	
Saturday, February 11	Sweet Life	3	$100,000	$100,000	3	Fillies	*6.5F	Turf (H)	
Sunday, February 12	Lady Of Shamrock		$100,000	$75,000	3	Fillies	8F	Turf	**Super Bowl**
Saturday, February 18	Wishing Well	(R)	$100,000	$75,000	4 & Up	F/M	*6.5F	Turf (H)	

Sunday, February 19	Spring Fever	CA	$100,000	$100,000	4 & Up	F/M	6F	Dirt	
Monday, February 20	Tiznow	CA	$100,000	$100,000	4 & Up	Open	8F	Dirt	**Presidents' Day**
Saturday, February 25	Santa Ysabel	3	$100,000	$100,000	3	Fillies	8.5F	Dirt	
Sunday, February 26	Baffle	(L)	$100,000	$75,000	3	Open	*6.5F	Turf (H)	Moved to Hillside Course
Saturday, March 4	Santa Anita Handicap	1	$500,000	$650,000	4 & Up	Open	10F	Dirt	**1/ST Saturday**
	Frank E. Kilroe Mile	1	$500,000	$500,000	4 & Up	Open	8F	Turf	
	San Felipe	2	$400,000	$400,000	3	Open	8.5F	Dirt	
	Buena Vista	2	$200,000	$200,000	4 & Up	F/M	8F	Turf	
Sunday, March 5	San Simeon	3	$100,000	$100,000	4 & Up	Open	*6.5F	Turf (H)	
Saturday, March 11	Beholder Mile	1	$500,000	$500,000	4 & Up	F/M	8F	Dirt	
	San Carlos	2	$200,000	$200,000	4 & Up	Open	7F	Dirt	
Sunday, March 12	Santa Ana	3	$100,000	$125,000	4 & Up	F/M	10F	Turf	
Friday, March 17	Irish O'Brien	CA	$100,000	$100,000	4 & Up	F/M	*6.5F	Turf (H)	**St. Patrick's Day**
Saturday, March 18	China Doll	(L)	$100,000	$100,000	3	Fillies	8F	Turf	
Sunday, March 19	Sensational Star	CA	$100,000	$100,000	4 & Up	Open	*6.5F	Turf (H)	
Saturday, March 25	Desert Stormer	3	$100,000	$100,000	4 & Up	F/M	6F	Dirt	Moved (6/4/22), Age Change (3 & Up to 4 & Up)
Sunday, March 26	Angel's Flight		$100,000	$75,000	3	Fillies	*6.5F	Turf (H)	Moved (5/8/22), Distance Change (7 to 6.5) Surface Change (Dirt to Turf, Hillside Course)
Saturday, April 1	Royal Heroine	2	$200,000	$200,000	4 & Up	F/M	8F	Turf	
	Santa Anita Oaks	2	$400,000	$400,000	3	Fillies	8.5F	Dirt	
Sunday, April 2	American	3	$100,000	$100,000	4 & Up	Open	8F	Turf	Moved (6/19/22)
	Pasadena	(L)	$100,000	$100,000	3	Open	8F	Turf	Moved (2/19/22)
Saturday, April 8	Santa Anita Derby	1	$750,000	$750,000	3	Open	9F	Dirt	**Santa Anita Derby Day**
	Charles Whittingham	2	$200,000	$225,000	4 & Up	Open	10F	Turf	
	Monrovia	2	$200,000	$200,000	4 & Up	F/M	*6.5F	Turf (H)	
	Echo Eddie	CA	$150,000	$150,000	3	Open	6.5F	Dirt	
	Evening Jewel	CA	$150,000	$150,000	3	Fillies	6.5F	Dirt	
Sunday, April 9	John Shear		$100,000	$75,000	3	Open	*6.5F	Turf (H)	**Easter**, Age Change (4 & Up to 3YO), Distance Change (8 to 6.5), Surface Change (Dirt to Hillside Course)
Saturday, April 15									***BREAK***
Sunday, April 16									***BREAK***
Saturday, April 22	Californian	2	$200,000	$200,000	4 & Up	Open	9F	Dirt	
	Kona Gold	3	$100,000	$100,000	4 & Up	Open	6.5F	Dirt	
Sunday, April 23	Siren Lure		$100,000	$75,000	4 & Up	Open	*6.5F	Turf (H)	Moved to Hillside Course
Saturday, April 29	Santa Maria	2	$200,000	$200,000	4 & Up	F/M	8.5F	Dirt	Moved (6/18/22)
	Providencia	3	$100,000	$100,000	3	Fillies	9F	Turf	
Sunday, April 30	Wilshire	3	$100,000	$100,000	4 & Up	F/M	8F	Turf	
	Santa Barabara	3	$100,000	$125,000	4 & Up	F/M	12F	Turf	

Saturday, May 6	Senorita	3	$100,000	$100,000	3	Fillies	*6.5F	Turf	**Kentucky Derby**, Distance Change (8 to 6.5 Hillside Course)
	Lazaro Barrera	3	$100,000	$100,000	3	Open	7F	Dirt	Distance Change (6.5 to 7)
Sunday, May 7	Singletary		$100,000	$100,000	3	Open	9F	Turf	Moved (4/2/22), Distance Change (8 to 9)
Saturday, May 13	San Luis Rey	3	$100,000	$125,000	4 & Up	Open	12F	Turf	Moved (3/12/22)
Sunday, May 14	**(NO STAKES)**								**Mother's Day**
Saturday, May 20	Mizdirection	(L)	$100,000	$75,000	4 & Up	F/M	*6.5F	Turf (H)	**Preakness ??**
Sunday, May 21	Desert Code	(L)	$100,000	$75,000	3	Open	*6.5F	Turf (H)	Moved to Hillside Course
Saturday, May 27	Triple Bend	2	$200,000	$200,000	4 & Up	Open	7F	Dirt	
	Daytona	3	$100,000	$100,000	4 & Up	Open	*6.5F	Turf (H)	
Sunday, May 28	Snow Chief	CA	$150,000	$150,000	3	Open	9F	Turf	
	Melair	CA	$150,000	$150,000	3	Fillies	8.5F	Dirt	
	Thor's Echo	CA	$100,000	$100,000	3 & Up	Open	6F	Dirt	
	Crystal Water	CA	$100,000	$100,000	3 & Up	Open	8F	Turf	
	Fran's Valentine	CA	$100,000	$100,000	3 & Up	F/M	8F	Turf	
Monday, May 29	Shoemaker Mile	1	$500,000	$500,000	3 & Up	Open	8F	Turf	
	Hollywood Gold Cup	1	$400,000	$400,000	3 & Up	Open	10F	Dirt	
	Gamely	1	$400,000	$400,000	3 & Up	F/M	9F	Turf	
Saturday, June 3	Summertime Oaks	2	$200,000	$200,000	3	Fillies	8.5F	Dirt	
Sunday, June 4	Affirmed	3	$100,000	$100,000	3	Open	8.5F	Dirt	
Saturday, June 10	Santa Margarita	2	$200,000	$200,000	3 & Up	F/M	9F	Dirt	**Belmont Stakes**, Moved (4/30/22)
	Honeymoon	3	$100,000	$100,000	3	Fillies	9F	Turf	
Sunday, June 11	Cinema		$100,000	$100,000	3	Open	10F	Turf	Distance Change (9 to 10)
Saturday, June 17	Fasig Tipton Futurity		$100,000	$100,000	2	Open	5F	Dirt	
	Fasig Tipton Debutante		$100,000	$100,000	2	Fillies	5F	Dirt	
Sunday, June 18	San Juan Capistrano	3	$100,000	$125,000	3 & Up	Open	*14F	Turf	**Closing Day/Father's Day**
	Possibly Perfect	(L)	$100,000	$100,000	3 & Up	F/M	10F	Turf	
Totals:	**93 Stakes**		**$16,300,000**	**$16,395,000**					
	Removed Kalookan Queen Stakes ($75,000)			$16,470,000					

Run Date	Race	Age	Distance	
Sat. Dec 26	Malibu Stakes (Gr I)	3YO	7 F	**$300,000**
Sat. Dec 26	La Brea Stakes (Gr I)	F,3YO	7 F	**$300,000**
Sat. Dec 26	San Antonio Stakes (Gr II)	3 &up	1 1/16 M	**$200,000**
Sat. Dec 26	Mathis Brothers Mile (Gr II)	3YO	1 M(T)	**$200,000**
Sat. Dec 26	Lady of Shamrock Stakes	F,3YO	1 M(T)	**$75,000**
Sat. Dec 26	American Oaks (Gr I)	F,3YO	1 1/4 M (T)	**$300,000**
Sun. Dec 27	Eddie Logan Stakes	2YO	1 M(T)	**$75,000**
Sun. Dec 27	Robert J. Frankel Stakes (Gr III)	F/M, 3&up	1 1/8 M (T)	**$100,000**
Thurs. Dec 31	Blue Norther Stakes	F,2YO	1 M(T)	**$75,000**
Fri. Jan 1	Joe Hernandez Stakes (II)	4&up	6 1/2 F (T)	**$200,000**
Sat. Jan 2	San Gabriel Stakes (Gr II)	4&up	1 1/8 M (T)	**$200,000**
Sat. Jan 2	Sham Stakes (Gr III)	3YO	1 M	**$100,000**
Sun. Jan 3	Santa Ynez Stakes (Gr II)	F,3YO	7 F	**$200,000**
Sat. Jan 9	La Canada Stakes (Gr II)	F/M,4&up	1 1/16 M	**$200,000**
Sat. Jan 9	Las Cienegas Stakes (Gr III)	F/M,4&up	6 F (T)	**$100,000**
Sun. Jan 10	Kalookan Queen Stakes	F/M, 4&up	6 1/2 F	**$75,000**
Sat. Jan 16	Unusual Heat Turf Classic	4&up (CA)	1 1/8 M (T)	**$200,000**
Sat. Jan 16	Sunshine Millions f/M Tmf Sprint	F/M, 4 & up (CA)	6 F (T)	**$150,000**
Sat. Jan 16	California Cup Sprint	4&up (CA)	6 F	**$150,000**
Sat. Jan 16	California Cup Derby	3 YO (CA)	1 1/16 M	**$200,000**
Sat. Jan 16	California Cup Oaks	F, 3YO (CA)	1 M(T)	**$200,000**
Sun. Jan 17	Astra Stakes (Gr III)	F/M,4&up	1 1/2 M (T)	**$100,000**
Mon. Jan 18	Megahertz Stakes (Gr III)	F/M,4&up	1 M(T)	**$100,000**
Sat. Jan 23	Palos Verdes Stakes (Gr II)	4&up	6 F	**$200,000**
Sun. Jan 24	Clockers' Corner Stakes	4&up	6 F (T)	**$70,000**
Sat. Jan 30	San Pasqual Stakes (Gr II)	4&up	1 1/8 M	**$200,000**
Sat. Jan 30	San Marcos Stakes (Gr II)	4&up	1 1/4 (T)	**$200,000**
Sat. Jan 30	Robert B. Lewis Stakes (Gr III)	3YO	1 1/16 M	**$100,000**
Sun. Jan 31	Baffle Stakes	3YO	6 1/2 F (T)	**$75,000**
Sat. Feb 6	Las Virgenes Stakes (Gr II)	F,3YO	1 M	**$200,000**
Sat. Feb 6	Thunder Road Stakes (Gr III)	4&up	1 M(T)	**$100,000**
Sat. Feb 6	San Vicente Stakes (Gr II)	3YO	7 F	**$200,000**
Sat. Feb 13	Santa Monica Stakes (Gr II)	F/M, 4 & up	7 F	**$200,000**
Sun. Feb 14	Sweet Life Stakes (GIII)	F,3YO	6 F (T)	**$100,000**
Mon. Feb 15	Wishing Well	F/M,4&up	6 1/2 F (T)	**$75,000**
Sat. Feb 20	Buena Vista Stakes (Gr II)	F/M,4&up	1 M(T)	**$200,000**
Sun. Feb 21	Spring Fever Stakes	F/M, 4 & up (CA)	6 F	**$100,000**
Sat. Feb 27	Pasadena Stakes (Listed)	3YO	1 M(T)	**$200,000**
Sun. Feb 28	Tiznow Stakes	4&up (CA)	1 M	**$100,000**
Sat. Mar 6	Santa Anita Handicap (Gr I)	4&up	1 1/4 M	**$600,000**
Sat. Mar 6	San Carlos (Gr II)	4&up	7F	**$200,000**
Sat. Mar 6	San Felipe Stakes (Gr II)	3YO	1 1/16 M	**$400,000**
Sat. Mar 6	Frank E. Kilroe Mile (Gr I)	4&up	1 M(T)	**$400,000**
Sat. Mar 6	China Doll Stakes	F,3YO	1 M(T)	**$75,000**
Sun. Mar 7	Santa Ysabel Stakes (G III)	F,3YO	1 1/16 M	**$100,000**
Sat. Mar 13	Beholder Mile (Gr I)	F/M,4&up	1 M	**$400,000**

Sat. Mar 13	San Simeon Stakes (Gr III)	4&up	6 F (T)	$100,000
Sun. Mar 14	Irish O'Brien Stakes	F/M, 4&up	6 F (T)	$100,000
Sat. Mar 20	San Luis Rey Stakes (Gr III)	4&up	1 1/2 M (T)	$100,000
Sun. Mar 21	Sensational Star Stakes	4&up (CA)	6 1/2 F (T)	$100,000
Sat. Mar 27	Santa Ana Stakes (Gr III)	F/M4&up	1 1/4 M (T)	$100,000
Sun. Mar 28	Santana Mile	4&up	1 M	$75,000
Sat. Apr 3	Santa Anita Derby (Gr I)	3YO	1 1/8 M	$1,000,000
Sat. Apr 3	Santa Anita Oaks (Gr II)	F, 3YO	1 1/16 M	$200,000
Sat. Apr 3	Echo Eddie Stakes	3 YO (CA)	6 1/2 F	$150,000
Sat. Apr 3	Evening Jewel	F, 3 YO (CA)	6 1/2 F	$150,000
Sat. Apr 3	Royal Heroine Stakes (Gr II)	F/M4&up	1 M(T)	$200,000
Sat. Apr 3	Providencia Stakes (Gr III)	F,3YO	1 1/8 M (T)	$100,000
Sun. Apr 4	Las Flores Stakes (Gr III)	F/M,4&up	6 F	$100,000
Sat. Apr 10	Mizdirection Stakes Llisted)	F/M 4&up	6 F (T)	$75,000
Sat. Apr 17	Californian Stakes (Gr II)	4&up	1 1/8 M	$200,000
Sun. Apr 18	Tokyo City Cup (Gr III)	4&up	11/2 M	$100,000
Sun. Apr 18	Kona Gold Stakes (Gr III)	4&up	6 1/2 F	$100,000
Sat. Apr 24	Santa Margarita Stakes (Gr II)	F/M, 4&up	1 1/8 M	$200,000
Sat. Apr 24	Crystal Water Stakes	3 &up (CA)	1 M(T)	$100,000
Sun. Apr 25	Singletary Stakes	3YO	1 M(T)	$100,000
Sat. May 1	Senorita Stakes (Gr III)	F,3YO	1 M(T)	$100,000
Sat. May 1	Angel's Flight Stakes	F,3YO	7 F	$75,000
Sat. May 8	Santa Barbara Stakes (Gr III)	F/M, 3 &up	1 1/2 M (T)	$100,000
Sun. May 9	Fran's Valentine Stakes	F/M, 3 & up (CA)	1 M(T)	$100,000
Sat. May 15	Lazaro Barrera Stakes (Gr III)	3YO	7 F	$100,000
Sun. May 16	Desert Stormer Stakes (Gr III)	F/M, 3 &up	6 F	$100,000
Sat. May 22	Santa Maria Stakes (Gr II)	F/M,3&up	1 1/16 M	$200,000
Sat. May 22	Honeymoon Stakes (Gr III)	F3YO	1 1/8 M (T)	$150,000
Sun. May 23	Cinema Stakes	3YO	1 1/8 M (T)	$150,000
Sat. May 29	Triple Bend Stakes (Gr II)	4&up	7 F	$200,000
Sat. May 29	Charles Whittingham Stakes (Gr II)	3&up	1 1/4 M (T)	$200,000
Sat. May 29	Daytona Stakes (Gr III)	4&up	6 1/2 F (T)	$100,000
Sun. May 30	Summertime Oaks (Gr II)	F,3YO	1 1/16 M	$200,000
Mon. May 31	The Hollywood Gold Cup at Santa Anita (Gr I)	3&up	1 1/4 M	$500,000
Mon. May 31	Shoemaker Mile (Gr I)	3&up	1 M(T)	$500,000
Mon. May 31	Gamely Stakes (Gr I)	F/M, 3 &up	1 1/8 M (T)	$500,000
Sat June 5	Monrovia Stakes (Gr II)	F/M, 3 &up	6 1/2 F (T)	$200,000
SUN. Jun 6	Desert Code Stakes	3YO	6 F (T)	$75,000
Sat. Jun 12	Thor's Echo Stakes	3 &up (CA)	6 F	$100,000
Sun. Jun 13	Affirmed Stakes (Gr III)	3YO	1 1/16 M	$100,000
Sun. Jun 13	Possibly Perfect Stakes (Listed)	F/M, 3 &up	1 1/4 M(T)	$75,000
Sat. Jun 19	Snow Chief Stakes	3 YO (CA)	1 1/8 M (T)	$200,000
Sat. Jun 19	Melair Stakes	F, 3 YO (CA)	1 1/16 M	$200,000
Sat. Jun 19	San Juan Capistrano Stakes (Gr III)	3&up	abt 1 3/4 M(T)	$100,000
Sat. Jun 19	Siren Lure Stakes	3&up	6 1/2 F (T)	$75,000
Sun. Jun 20	Wilshire Stakes (Gr. III)	F/M, 3 &up	1 M(T)	$100,000
Sun. Jun 20	American (Gr III)	3&up	1 M(T)	$100,000

Sun Jun 20	Fasig-Tipton Futurity	2YO	5 F
Sun Jun 20	Fasig-Tipton Debutante	F 2YO	5 F

	Weekdays	Weekends &Holidays	Daily**
Race 1	1:00 PM	12:30 PM	1:00 PM
Race 2	1:30 PM	1:00 PM	1:30 PM
Race 3	2:00 PM	1:30 PM	2:00 PM
Race 4	2:30 PM	2:00 PM	2:30 PM
Race 5	3:00 PM	2:30 PM	3:00 PM
Race 6	3:30 PM	3:00 PM	3:30 PM
Race 7	4:00 PM	3:30 PM	4:00 PM
Race 8	4:30 PM	4:00 PM	4:30 PM
Race 9	*5:00 PM	4:30 PM	*5:00 PM
Race 10	*5:30 PM	*5:00 PM	*5:30 PM
Race 11	*6:00 PM	*5:30 PM	*6:00 PM
Race 12	*6:30 PM	*6:00 PM	*6:30 PM
Race 13	*7:00 PM	*6:30 PM	*7:00 PM
Race 14	*7:30 PM	*7:00 PM	*7:30 PM

(*) When applicable

Exceptions:

12:00 PM	Opening Day	Monday, December 26, 2022
12:30 PM	New Year's Day	Sunday, January 1, 2023
12:00 PM	Cal Cup	Saturday, January 7, 2023
11:00 AM	Super Bowl Sunday	Sunday, February 12, 2023
12:00 PM	Santa Anita Handicap	Saturday, March 4, 2023
12:00 PM	Santa Anita Derby	Saturday, April 8, 2023
11:00 AM	Kentucky Derby Day	Saturday, May 6, 2023***
11:00 AM	Preakness Day	Saturday, May 20, 2023***
11:00 AM	Belmont Stakes Day	Saturday, June 10, 2023***

** Beginning between Sunday, March 12, 2023 and Friday, April 28, 2023.

*** Post time subject to change with reasonable advance notice to the board.

3. Registry or file number for the corporation: 481360
4. Names of all officers and directors, titles, and the number of shares of the corporation held by each: Craig Fravel – President (Officer), 0 Shares; Mike Rogers – Vice President, Operations (Director and Officer), 0 Shares; Rebecca Neimark – CFO (Officer), 0 Shares; Greg Harnish – Secretary (Director and Officer), 0 Shares; Scott Daruty – Senior Vice President (Officer), 0 Shares; Eric Sindler – Assistant Secretary (Officer), 0 Shares
5. Names (true names) of all persons, other than the officers and directors listed above, that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each: TSG Developments Investments Inc., 100 Shares
6. Number of outstanding shares in the corporation: 100 Shares
7. Are the shares listed for public trading? Yes ☐ No ☒
   If yes, on 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: Laura Proniuk, Share Register in Toronto, Canada laura.proniuk@stronachgroup.com
9. If more than 50% of the shares are held by a parent corporation or are paired with any other corporation or entity, give the name of the parent and/or paired corporation or entity.
   TSG Developments Investments Inc.
   a. Is parent and/or paired corporation or entity a 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: Not applicable
11. State where incorporated: Not applicable
12. Registry or file number for the corporation: Not applicable
13. Names of all officers and directors, titles, and the number of shares of the corporation held by each: Not applicable
14. Names (true names) of all persons, other than the officers and directors listed above, that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each: On file with the board
15. Number of outstanding shares in the corporation: Not applicable
16. Are the shares listed for public trading? Yes ☐ No ☒
    If yes, on 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: Not applicable

D. LLC

1. Registered name of the LLC: Not applicable
2. State where articles of organization are filed:
3. Registry or file number for the LLC:
4. Attach a list of the names of all members (including individuals (true names), corporations, other LLCs, and 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.

Exhibit 4.C.4

Craig Fravel – President (Officer), 0 Shares
Mike Rogers – Vice President, Operations (Director and Officer), 0 Shares
Rebecca Neimark – CFO (Officer), 0 Shares
Greg Harnish – Secretary (Director and Officer), 0 Shares
Scott Daruty – Senior Vice President (Officer), 0 Shares
Eric Sindler – Assistant Secretary (Officer), 0 Shares

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: See attached
2. Name and title of the person(s) authorized to receive notices on behalf of the association and the mailing and email address of such person(s): Eric Sindler, General Counsel, California Racing Operations / Los Angeles Turf Club, Inc. / 285 W. Huntington Drive, Arcadia, CA 91007 / eric.sindler@stronachgroup.com

Exhibit 4.G.1

Craig Fravel – President and Chief Executive Officer, Racing Operations
Aidan Butler – Chief Operation Officer, Racing Operations
Nate Newby – Senior Vice President & General Manager
Scott Daruty – Senior Vice-President
Rebecca Neimark – Chief Financial Officer
Eric Sindler – Assistant Secretary and General Counsel, California Racing Operations

Jason Spetnagel – Vice President of Operations
Amy Zimmerman – Senior Vice President & Executive Producer

Andrew Arthur – Senior Director of Marketing
Mitzuh Carrillo – Health & Safety Manager
Denise De Anda Cordova – Director of Labor Relations
Eric Gaffney – Executive Director of Sales & Hospitality
Jesse Martinez – Track Supervisor
Chris Merz – Director of Racing & Racing Secretary
Dennis Moore – Track Surface Consultant
Robert Moore – Track Superintendent
Don Sanborn – Director of Pari-Mutuels
TBD – Senior Human Resources Generalist
Pete Siberell – Director of Community Service and Special Projects
Pamela Walden – Director of VIP and Owner Sales
Mike Willman – Director of Publicity
Jay Cohen – Hornblower
Frank Mirahmadi – Public Address Commentator/Announcer
Lou Scalera – Chief of Security

5. TAKE OUT PERCENTAGE

A. If this is a Thoroughbred race meeting, will the percentage deducted for any type of wager be adjusted pursuant to Business and Professions Code section 19601.01?

Yes ☒ No ☐

If no, proceed to subsection 6. If yes, identify the wager and the proposed takeout percentage.
Wager(s) to be adjusted: Pick 5; Daily Double; Golden Hour Daily Double; Golden Hour Pick 4; Coast-to-Coast Pick 5
Proposed percentage: 14; 20; 15; 15; 15 %

1. Attach copy of written notice requesting the proposed takeout adjustment, the proposed percentage, and the wager(s) affected. The notice must include the written agreement of the Thoroughbred association and the horsemen's organization for the meeting of the Thoroughbred association accepting the wager.

NOTICE TO APPLICANT: Pursuant to Business and Professions Code section 19601.01, notwithstanding any other provision of law, a Thoroughbred association or fair, upon the filing of a written notice with, and approval by, the Board specifying the percentage to be deducted, may deduct from the total amount handled in the pari-mutuel pool for any type of wager an amount of not less than ten (10) percent nor more than twenty-five (25) percent. The written notice shall include the written agreement of the Thoroughbred association or fair and the horsemen's organization for the meeting of the Thoroughbred association or fair accepting the wager. The established percentage to be deducted shall remain in effect until the filing of a subsequent notice with, and approval by, the Board, unless otherwise specified in the notice.

6. HANDLE HISTORY

A. Complete the table below, providing the last five (5) years of handle and attendance for your racing association. If your association has been operating for fewer than five years, provide information for the period of time it has been in operation. If the racing association has changed ownership, include the handle information for the previous racing association.

Year	Handle	Attendance
2021-2022	$882,497,422	455,584
2020-2021	$1,046,957,878	135,893
2019-2020	$777,085,053	235,917
2018-2019	$938,557,639	598,531
2017-2018	$1,131,127,243	796,598

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

A. Purse distribution:

1. All races other than stakes:
   Current meet estimate: 30,710,000
   Prior meet actual: 31,387,770

   Average Daily Purse (7A1 ÷ number of days):
   Current meet estimate: 415,000
   Prior meet actual: 412,997

2. Overnight stakes:
   Current meet estimate: $1,100,000
   Prior meet actual: $932,778

   Average Daily Purse (7A2 ÷ number of days):
   Current meet estimate: 14,865
   Prior meet actual: 12,273

Exhibit 5A

SANTA ANITA PARK

September, 19, 2022

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

Dear Mr. Chaney:

Pursuant to California Business and Professions Code Section 19601.1, Los Angeles Turf Club, Incorporated ("LATC"), after consultation with the Thoroughbred Owners of California ("TOC"), is hereby requesting takeout, as set forth below, to be offered during LATC's 2022 Winter/Spring Meet from December 21, 2022, through June 20, 2023.

- Rolling Daily Doubles beginning with Race 1 are subject to a 20% takeout rate.
- Players Pick-5 - A $0.50 minimum wager on the first five (5) races on each day's card subject to a takeout rate of 14%.
- Golden Hour Double Play: $5 Daily Double connecting the last race of the day at Santa Anita Park with the last race of the day at Golden Gate Fields subject to a takeout rate of 15%. Wager will not be offered if the last race at Golden Gate Fields goes off before the last race at Santa Anita Park.
- Golden Hour Pick 4: $1 Pick 4 connecting the last 2 races of the day at Santa Anita Park with the last 2 races of the day at Golden Gate Fields subject to a takeout rate of 15%. Wager will not be offered if the second to last race at Golden Gate Fields goes off before the second to last race at Santa Anita Park. No consolation; 100% payout; Alternate runner provision.

Sincerely,

Nate Newby
Senior Vice President & General Manager

Exhibit 5A

SANTA ANITA PARK

October 27, 2022

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

Dear Mr. Chaney:

Pursuant to California Business and Professions Code Section 19601.1, Los Angeles Turf Club, Incorporated ("LATC"), after consultation with the Thoroughbred Owners of California ("TOC'"), is hereby requesting takeout, as set forth below, to be offered during LATC's 2023 Winter/Spring Meet from December 21, 2022, through June 20, 2023.

- Coast-to-Coast Pick 5: $1 Pick 5 connecting 5 races from Santa Anita Park and Gulfstream Park, subject to a takeout rate of 15%. The wager will be offered on Saturdays and Sundays from January 7, 2023, through April 9, 2023. Santa Anita will be the host for this wager.

Sincerely,

Nate Newby
Senior Vice President & General Manager

TOC
Thoroughbred Owners of California
Serving the California Thoroughbred Racehorse Owner

September 2, 2022

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

RE: Santa Anita 2022-23 Winter-Spring Race Meet – Wager Approvals

Dear Scott,

Los Angeles Turf Club (LATC) has contacted the Thoroughbred Owners of California (TOC) regarding the conducting of the following wagers on each racing day of its winter-spring race meet beginning December 21, 2022 through June 20, 2023.

- **Rolling Doubles** wagers subject to a 20% takeout
- **Players Pick-5** on the first five (5) races of the day subject to a 14% takeout
- **Golden Hour Double** Play a late daily double tying the last race at Santa Anita Park and the last race at Golden Gate Fields, subject to a 15% takeout.
- **Golden Hour Pick 4** - a wager tying the last two races at Santa Anita Park and the last two races at Golden Gate Fields, subject to a 15% takeout.

The TOC agrees to all wagers listed above.

Please contact me with any questions.

Sincerely,

Jordyn Egan

Jordyn Egan
Executive Director

cc: Eric Sindler

Thoroughbred Owners of California
Serving the California Thoroughbred Racehorse Owner

October 27, 2022

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

RE: Santa Anita (LATC) 2023 Winter Race Meet – Coast to Coast Pick 5

Dear Scott,

Los Angeles Turf Club (LATC) has contacted the Thoroughbred Owners of California (TOC) regarding the conducting of the Coast-to-Coast Pick 5 wager, which is a $1 Pick 5 with a 15% takeout bet connecting 5 races from Gulfstream and Santa Anita. The wager will be offered on Saturdays and Sundays from January 7, 2023 through April 9, 2023. Santa Anita will be the host for this wager.

The TOC agrees to such a wager subject to terms and conditions agreed upon between the parties. Please feel free to contact me with any questions.

Sincerely,

William A. Nader
President & CEO

cc: Eric Sindler
Nate Newby

285 W. HUNTINGTON DR., ARCADIA, CA 91007 (626) 574-6620

CHAIRMAN: GARY FENTON
PRESIDENT & CEO: WILLIAM A. NADER
EXECUTIVE DIRECTOR: JORDYN EGAN
NORCAL DIRECTOR OF OPERATIONS: WAYNE ATWELL
SOCAL DIRECTOR OF OPERATIONS & MEMBER SERVICES: ELSA PERON

3. Non-overnight stakes:
   Current meet estimate: $13,680,000
   Prior meet actual: $13,600,000

   Average Daily Purse (7A3 ÷ number of days):
   Current meet estimate: 184,865
   Prior meet actual: 178,947

4. Total Purses: (7A1 + 7A2 + 7A3)
   Current meet estimate: 45,490,000
   Prior meet actual: 45,920,548

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: 16.08%
   Prior meet actual: 16.18%

   Average Daily Purse (7B1 ÷ number of days):
   Current meet estimate: .22%
   Prior meet actual: .21%

C. Funds to be generated for all California-bred incentive awards (including breeder awards and owners' premiums):
Current meet estimate: 4,153,743
Prior meet actual: 4,266,006

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

Recognized Horsemen's Organization Current meet estimate:	Prior meet actual:
See Attached	
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: 50,589,738
Prior meet actual: 51,158,117

Average Daily Purse (7E ÷ number of days):
Current meet estimate: 683,645
Prior meet actual: 673,134

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: 12,884,896
Prior meet actual: 12,847,706

Average Daily Purse (7F ÷ number of days):
Current meet estimate: 174,120
Prior meet actual: 169,049

EXHIBIT 7.D

Recognized Horsemen's Organization

Current meet estimate:		Prior meet actual:	
TOC (NTRA)	$ 50,880		$ 52,255
TOC	358,046		367,723
CTT Pension	179,023		183,862
CTT Admin.	358,046		367,723
Total	$ 945,995	Total	$ 971,563

G. Purse funds to be generated from interstate handle:
Current meet estimate: 27,569,207
Prior meet actual: 27,489,631

Average Daily Purse (7G ÷ number of days):
Current meet estimate: 372,557
Prior meet actual: 361,706

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

I. Name, address, email, and telephone number of the pari-mutuel audit firm engaged for the meeting: Bowen, McBeth Co., 10722 Arrow Route, Suite 110, Rancho Cucamonga, CA 91730 / craigmiller@verizon.net / 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: 1950

B. Minimum number of stalls believed necessary for the meeting: 1853

C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers: 1345

D. Name and location of each off-site auxiliary stabling area and the number of stalls to be maintained at each site: Los Alamitos - 850; SLR Training Center - 495

E. Attach each contract or agreement between the association and the person(s) furnishing off-site stabling accommodations for eligible racehorses that cannot be provided stabling on-site.

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): 1950

G. State estimated cost to provide off-site stalls for this meeting. Show cost per day per stall. $15.53

H. State estimated cost to provide vanning from off-site stalls for this meeting. Show fees to be paid for vanning per-horse. Los Alamitos - $180 RT; SLR Training Center - $360 RT

9. EQUINE EMERGENCY SERVICES

A. Name and emergency telephone number of the racing veterinarian on-site during training hours, workouts, and racing for the association and auxiliary sites: See attached

1. Attach a schedule listing the dates and times that the racing veterinarian will be available on-site during training hours, workouts, and racing for the association and auxiliary sites.

10. PARI-MUTUEL WAGERING PROGRAM

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

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

	TYPE OF WAGERS	**APPLICABLE RULES**
Example Race:	$1 E; $1 Double	CHRB #1959; ARCI #VE
Race #1	See attached wagering menu which includes bet minimums, rules, and additional wagering information.	
Race #2		
Race #3		
Race #4		
Race #5		
Race #6		
Race #7		
Race #8		
Race #9		
Race #10		
Race #11		
Race #12		
Race #13		

B. Identify any wagers noted in 10.A. (the current pari-mutuel wagering program) that were not in the prior year's pari-mutuel program or that are not being carried forward from the previous year's pari-mutuel wagering program. Added Coast-to-Coast Pick 5

C. Maximum carryover pool to be allowed to accumulate before its distribution **OR** the date(s) designated for distribution of the carryover pool: Mandatory payout on closing day, June 18, 2023.

Veterinarian's Available for Emergency Services at Santa Anita

Veterinarian	Phone	Practice
Anderson, Elizabeth	626-808-2508	Golden State Equine
Araujo, John	626-893-7612	Solo
Baker, Vince	714-269-1301	Baker
Birch, Sarah	614-783-1237	Dowd
Blue, Melinda	626-233-9922	Blue
Bohannon, Laurie	916-202-7052	LATC
Bradley, Sam	310-339-7666	Baker
Buerchler, Sabina	626-536-8080	Solo
Byrd, Wade	310-245-7000	Baker
Canfield, Cathy	626-372-4571	Baker
Carpenter, Ryan	805-320-4811	Baker
Deluhery, Jay	707-339-6347	LATC
Dowd, Joe	818-400-7498	Dowd
Finley, Jenn	626-422-6412	Von Bleucher
Grande, Tim	626-476-8743	LATC/CHRB
Macfoos, Jesse	618-927-0908	Blue/Von Bleucher
Siem, Amy	626-249-5905	Siem
Stead, Dana	970-310-4449	LATC
Valko, Karen	951-317-7935	Steppe Equine
Von Bluecher, Helmuth	626-862-6147	Von Bleucher

Exhibit 9.1.A

Each practice has veterinarians available during training and racing; most of these have veterinarians available after training and on call for emergencies – the schedule by practice varies and would be difficult to specify.

Training Veterinarians:

Drs. Bohannon, Deluhery, Pattio, Perroni, Griffin, and Stead split duties but are always present for training when either the training or main tracks are open (typically 4:45 a.m. to 10:00 a.m. daily). The schedule varies monthly based upon availability and preference of each of the veterinarians. At no time does the Training Veterinarian also work as the Racing Veterinarian to check horses in the morning.

Racing Veterinarians:

Drs. Bohannon, Deluhery, Perroni, and Stead cover racing – usually one in the chase truck and one in the winner's circle.

San Luis Rey:

Drs. Fanning, Perroni, Grant, and Benson will be starting the meet at San Luis Rey and we anticipate that Dr. Gonzalez will return after her leave ends in early January. One or more of them are available at SLR every training day throughout training hours (these change based upon ambient light but range from 6:00 a.m. to 6:30 a.m. until between 10:30 and 11:00 a.m.). Additionally, two private practices cover training hours at SLR.

It is our practice to provide the monthly schedule for each location to the CHRB's Equine Medical Director a week prior to the beginning of the month. There is no specific set schedule for the training veterinarians for the entirety of the meet.

Santa Anita Park Wagering Menu and Information

	W/P/S	Parlay	Exacta	Trifecta	Superfecta	DD	Pick 3	E PNP 4	L PNP 4	Mid PNP 4	E PNP 5	L PNP 5	PNP 6	Pentafecta	Special Late DD	Special Late P4	Special Weekend P5
1	X	X	X	X	X	X	X				X			X			*
2	X	X	X	X	X	X	X	X					*	X			*
3	X	X	X	X	X	X	X					*	*	X			*
4	X	X	X	X	X	X	X		*			*	*	X			*
5	X	X	X	X	X	X	X		*	*		*	*	X			*
6	X	X	X	X	X	X	*		*	*		*	*	X		*	*
7	X	*	X	X	X	*	*		*	*		*	*	X	*	*	*
8	X	*	X	X	X	*	*		*	*		*	*	X	*	*	*
9	X	*	X	X	X	*	*		*			*	*	X	*	*	*
10	X	*	X	X	X	*	*		*			*		X	*	*	*
11	X	*	X	X	X	*	*		*					X	*	*	*
12	X	*	X	X	X	*	*							X	*	*	*
13	X	*	X	X	X	*								X	*	*	*
14	X		X	X	X									X	*	*	

*When applicable

Wager	Rule	Takeout	Minimum Wager Amount and other Information
Parlay	CHRB 1954.1	15.43%	$2 Win, Place, and Show parlay is available on every eligible race. The wager must combine at least two but not more than six races.
Exacta	CHRB 1959	22.68%	$1 Exacta on all eligible races.
Trifecta	CHRB 1979	23.68%	$.50 Trifecta on all eligible races.
Superfecta	CHRB 1979.1	23.68%	$.10 Superfecta on all eligible races.
Daily Double (DD)	CHRB 1957	20.00%	$2 Daily Double.
Pick 3	CHRB 1977	23.68%	$.50 Pick 3.
E PNP4 (Early Pick 4)	CHRB 1976.9	23.68%	$.50 Pick 4 on races 2-5; No consolation; 100% payout; Alternate runner provision.
LPNP4 (Late Pick 4)	CHRB 1976.9	23.68%	$.50 Pick 4 on last four races; No consolation; 100% payout; Alternate runner provision.
Mid PNP4 (Mid Pick 4)	CHRB 1976.9	23.68%	$.50 Pick 4 on: race 5 if 11 race card, race 6 if 12 race card; race 6 if 13 race card, race 7 if 14 race card; No consolation; 100% payout; Alternate runner provision.
Early PNP5 (Early Pick 5)	CHRB 1976.9	14.00%	$.50 Pick 5 on first five races; 100% payout to all tickets selecting five winners; No consolation; 100% carryover to next day's Early Pick 5 if no ticket has five winners; Alternate runner provision.
Late PNP5 (Late Pick 5)	CHRB 1976.9	23.68%	$.50 Pick 5 on last five races; 100% payout to all tickets selecting five winners; No consolation; 100% carryover to next day's Late Pick 5 if no ticket has five winners; Alternate runner provision.
PNP6 (Pick 6)	ARCI 004-105(G)(2)(g)[1]; ARCI 004-105(G)(16)(b)(i)[2]	23.68%	$.20 Pick 6 on the last six races each day. If no unique ticket, 70% will be paid to the minor pool and the 30% will be added to the major pool carryover.
Pentafecta (Super High 5)	ARCI 004-105(X)(4)	23.68%	$1 Super High 5 on all races that have 7 or more declared starters; 100% payout on all tickets selecting five winners; No consolation; 100% carryover to next race (including to the next race day, if applicable).
Golden Hour Double Play (Special Late DD)	CHRB 1957	15.00%	$5 Daily Double connecting the last race of the day at Santa Anita Park with the last race of the day at Golden Gate Fields. Wager will not be offered if the last race at Golden Gate Fields goes off before the last race at Santa Anita Park.
Golden Hour Pick 4 (Special Late P4)	CHRB 1976.9	15.00%	$1 Pick 4 connecting the last 2 races of the day at Santa Anita Park with the last 2 races of the day at Golden Gate Fields. Wager will not be offered if the second to last race at Golden Gate Fields goes off before the second to last race at Santa Anita Park. 100% payout to all tickets selecting four winners; No consolation; 100% carryover to next Golden Hour Pick 4; Alternate runner provision.
Coast to Coast Pick 5 (Special Weekend P5)	CHRB 1976.9	15.00%	$1 Pick 5 connecting a total of 5 races between Santa Anita Park and Gulfstream Park; 100% payout to all tickets selecting five winners; No consolation; 100% carryover to next Coast to Coast Pick 5; Alternate runner provision. Wager only offered on Saturdays and Sundays from January 7, 2023 through April 9, 2023.

[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 September 19, 2022 is denied.

Additionally, we request that the board approve additional mandatory distributions prior to closing day throughout the meet on the condition that the Executive Director is notified at least five (5) days before any such mandatory distribution and such notification includes a justification for the distribution and an explanation of the benefit to be derived.

D. List any options requested with regard to exotic wagering. See attached wagering menu and Rainbow Pick 6 appoval letter

E. Will "advance" or "early bird" wagering be offered? Yes ☒ No ☐
If yes, when will such wagering begin? Specify days and time for “early bird” wagering. Each race day from 8:30am to 10:00am

F. Type(s) of pari-mutuel or totalizator equipment to be used by the association and the simulcast organization, name of the person(s) supplying equipment, and expiration date of the service contract: Keith Johnson / AmTote International / Expires October 29, 2025

G. List below the takeout percentage for each type of wager identified in 10.A.

	TAKEOUT PERCENTAGE (Example) PNP5-14%
Race #1	See attached wagering menu
Race #2	
Race #3	
Race #4	
Race #5	
Race #6	
Race #7	
Race #8	
Race #9	
Race #10	
Race #11	
Race #12	
Race #13	

11. ADVANCE DEPOSIT WAGERING (ADW)

A. Identify the ADW provider(s) to be used by the association for this race meeting. Xpressbet, Twinspires, TVG, NYRABets, 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. To be provided to the board upon receipt.

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

SANTA ANITA PARK

September 19, 2022

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

Re: Rainbow Pick 6, Late Surface Change, and Mandatory Payout Day

Scott,

This letter is in regards to Los Angeles Turf Club, Incorporated's ("LATC") "Application for License to Conduct a Horse Racing Meeting" for the time period of December 21, 2022 through June 20, 2022 (the "Race Meet Application").

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

Definition of Unique

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

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

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

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

Late Surface Change

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

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

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

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

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

Sincerely,

Eric Sindler

Eric Sindler

of live racing on the breed on which wagering is conducted during the calendar year during which the wagers are placed and (ii) the horsemen's organization responsible for negotiating purse agreements for the breed on which wagering is conducted.

12. SIMULCAST WAGERING PROGRAM

A. Simulcast organization engaged by the association to conduct simulcast wagering: Southern California Off-Track Wagering, Inc.

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

C. California simulcast facilities the association proposes to offer its live audiovisual signal: Exhibit 12.C F

D. Out-of-state wagering systems the association proposes to offer its live audiovisual signal: Exhibit 12.D E

E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the association: Exhibit 12.D E

F. California minisatellite wagering facilities the association proposes to offer its live audiovisual signal: Exhibit 12.C F

G. For **THOROUGHBRED** racing associations, list the host track from which the association proposes to import out-of-state and/or out-of-country Thoroughbred races. Include the dates imported races will be held, and 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 ~~t~~hat 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
Exhibit 12.G		

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

QUARTER HORSE SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races
Los Alamitos	Per CHRB Calendar	Full Card

I. For **STANDARDBRED** racing associations, list the host tracks from which the association proposes to import out-of-state and/or out-of-country harness races. Include the dates imported races will be

SOUTHERN CALIFORNIA **Exhibit 12.C/F (1/2)**

Cabazon Fantasy Springs Casino
84-245 Indio Springs Dr.
Indio, CA 92201

Surfside Race Place at Del Mar
2260 Jimmy Durante Blvd.
Del Mar, CA 92014

Hollywood Park
3883 W. Century
Inglewood, CA 90303

Sports Pavilion at The Farmer's Fair
18700 Lake Perris Dr.
Perris, CA 92571

Watch & Wager, Antelope Valley Fairgrounds
2551 West Ave. H
Lancaster, CA 93536

Los Alamitos Race Course
4961 Katella Ave
Los Alamitos, CA 90720

Santa Anita Park
285 W. Huntington Dr.
Arcadia, CA 91007

Sports Center at National Orange Show
930 S. Arrowhead Ave.
San Bernardino, CA 92408

Fairplex Park (Finish Line Grill)
2201 W. White Ave.
Pomona, CA 91768

The Derby Club, Seaside Park (Ventura Fair)
10 West Harbor Blvd.
Ventura, CA 93001

Sports Pavilion San Bernardino Co. Fair
14800 7th St.
Victorville, CA 92392

Viejas Casino & Turf Club
5000 Willows Rd.
Alpine, CA 91901

Commerce Casino (mini-satellite)
6131 E. Telegraph Rd.
Commerce, CA 90040

OC Tavern Grill & Sports Bar (mini-satellite)
2369 S. El Camino Real
San Clemente, CA 92672

Sammy's (mini-satellite)
23221 Lake Center Drive
Lake Forest, CA 92630

Santa Clarita Lanes (mini-satellite)
21615 Soledad Canyon Road
Saugus, CA 91350

Tilted Kilt (mini-satellite)
1345 Thousand Oaks Blvd.
Thousand Oaks, CA 91362

The Derby Room (mini-satellite)
3230 Hamner Ave.
Norco, CA 92860

Firehouse (mini-satellite)
7701 White Ave.
Bakersfield, CA 93313

Lake Elsinore Hotel & Casino (mini-satellite)
20930 Malaga Road
Lake Elsinore, CA 92530

The Derby Room at Glen Arden Club (mini-satellite)
357 Arden Ave.
Glendale, CA 91203

NORTHERN CALIFORNIA **Exhibit 12.C/F (1/2)**

Big Fresno Fair
1121 Chance Ave.
Fresno, CA 93702

Monterey County Fair
2004 Fairgrounds Rd.
Monterey, CA 93940

Golden Gate Fields
1101 Eastshore Highway
Berkley, CA 94710

Alameda County Fair
4501 Pleasanton Ave.
Pleasanton, CA 94566

California State Fair & Exposition
1600 Exposition Blvd.
Sacramento, CA 95815

The Jockey Club at San Mateo
2495 S. Delaware St.
San Mateo, CA 94403

Santa Clara County Fair
344 Tully Rd.
San Jose, CA 95111

San Joaquin County Fair
1658 South Airport Way
Stockton, CA 95206

Solano County Fair
900 Fairgrounds Dr.
Vallejo, CA 94589

Santa Anita

Exhibit 12.D/E

Commingled Locations

AmWest Entertainment
Amwest Accounts
Caribbean locations
Couer D'Alene Casino (ID)
Triple Crown (SD)
Arapahoe-Mile High
Arima Race Club
Bangor Raceway
Batavia
Belterra Park
BetAmerica
Beau Rivage Casino (MS)
Birmingham Greyhound
Borgata Casino (NJ)
Buffalo Raceway
Canterbury Park
Capital District OTB
Catskills OTB
Charles Town Race Course
Churchill Downs
Colonial Downs
Columbus Raceway
Connecticut OTB
Bradley Teletheater, Bristol
New Britain, Norwalk, Milford
East Haven, Hartford, Putnam
Shoreline Star, Sports Haven
Torrington, Waterbury
Manchester, New London
Willimantic, Sanford OTB
John Martin's Manor Restaurant
Connecticut OTB ADW
Coushatta Casino
Paragon Casino
Ho-Chunk Casino
Mohegan Sun Casino
Oneida Bingo and Casino
Pony Bar Simulcast Center
Tote Investment Racing
Randall James Racetrack
Millenium Racing
Royal Beach Casino
Divi Carina Bay Casino
Winner's Circle
Corpus Christi Greyhound
Dayton Raceway
Delaware Park
Delta Downs
Dover Downs
Dubuque (Iowa Greyhound)
Wild Rose OTB's
Egg Harbor ITW (NJ)
Elite Turf Club

Ellis Park
Emerald Downs
Evangeline Downs
Fair Grounds
Fair Grounds ADW
Fair Meadows
Favorites at Gloucester (NJ)
Finger Lakes
Finger Lakes ADW
Fonner Park
Freehold (NJ)
Gillespie County Fair
Global Wagering Group
Global Wagering Solutions
Betsson, OneXTwo, German Tote
Racebets, Sportech Netherlands,
Magna Bet, Pferdewetten, Dantoto
Bet365, Ladbrokes Coral, UK Tote
4 Racing/Gold Coast (South Africa)
Gold Strike Casino (MS)
Grants Pass (& Oregon OTB's)
Greenetrack
Greyhound at Post Falls
Gulfstream Park
Harrah's Philadelphia (Chester)
Harrington Raceway
HarringtonBets ADW (DE regional)
Hawthorne Race Course
Hawthorne ADW
Hoosier Park
Horseman's Park
Hill)
Idabet
Indiana Downs
Clarksville/Evansville OTB
Intermountain Racing
Jockey Club Brasilia
Keeneland
Keeneland Select ADW
Kentucky Downs
Kentucky OTB
Lewiston OTB's
Lien Games
Chips Lounge/Rumors OTB
Howard Johnsons OTB
Skydancer Casino OTB
X the Spot (Virgin Islands)
Offtrackbetting ADW
Lone Star
Louisiana Downs
LVDC
Atlantis Paradise Casino
Buffalo Thunder Resort
Foxwoods Resort Casino
Mahoning Valley

Maronas (Uruguay)
Maryland Jockey Club
Meadowlands (NJ)
Meadows The
Meadows The (ADW) - PA regional
Miami Valley Gaming & Racing
Mobile Greyhound
Monmouth Park (NJ)
Montana OTB
Monticello
Mountaineer Park
Nassau Regional OTB
Nevada Pari-Mutuel Assoc.
Newport Jai Alai
New Jersey ADW (4NJBets)
New Palace Casino (MS)
Northfield Park
Cedar Downs OTB
Northville Downs
NYRA
NYRA ADW
Oaklawn Park
Oaklawn Park ADW
Ocean Downs
Panama
PariBet ADW
PariBet OTB (North Dakota)
PARX
PARX ADW
Penn National
Penn National ADW
Peru
Plainridge Race Course
Plainridge ADW
Player Management Group
PlayUp Limited ADW
Pocono Downs ADW
Pocono Downs/OTB
Prairie Meadows
Premier Gateway International
Premier Turf Club
Presque Isle
Remington Park
Remington OTB Network
Retama Park
Racing & Gaming Services
Ruidoso Downs
Running Aces Harness Park
Sam Houston
Valley Greyhound Park
Saratoga Harness Raceway
Saratoga Bets (ADW)

Scarlet Pearl Casino (MS)
Scioto Downs
Seabrook Greyhound
Seabrook Greyhound ADW
Southland Greyhound
State Fair (Lincoln, NE)
Suaposta (Brazil) ADW
Suffolk District OTB
Suffolk Downs
Sunland Park
SunRay Park & Casino
Tampa Bay Downs
Taunton ADW
Taunton Dog Track Inc.
The Downs at Albuquerque
Thistledown
Tioga Downs
Tri-State GH (Mardi Gras)
Turf del Norte (Mexico)
Turf del Norte - Tribeca (D. R.)
Turf Paradise
Turfway Park
TVG
TVG High Volume
Twin River Greyhound
TwinSpires
TwinSpires High Volume
US Off Track ADW
Velocity Wagering Ltd.
Venezuela OTB
Vernon Downs
WatchandWager ADW
Western OTB
Wheeling Downs
Will Rogers Downs
Wyoming (307 Racing)
Wyoming OTB
Wyoming Downs
XpressBet
Yonkers Raceway
Yonkers ADW (EmpireCityBets)
Youbet Group 1
Zia Park
123Gaming

Separate Pool Locations

Betting Exchange
Camarero (Puerto Rico)
Caymanas (Jamaica)
Chile
Codere (Mexico)
MIR Books (Caliente)
NDS Books (Nevada)
Suaposta (Brazil) ADW
Tabcorp (Australia)
XB (GWS)

Canadian Locations

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

Betting Exchange

Camarero (Puerto Rico)

Caymanas (Jamaica)

Chile

Codere (Mexico)

MIR Books (Caliente)

NDS Books (Nevada)

Suaposta (Brazil) ADW

Tabcorp (Australia)

XB (GWS)

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Commingled
Canadian Locations

Assiniboia Downs
Century Downs
Century Mile
Charlotetown
Clinton Teletheatre
Dresden
Elmira Raceway
Evergreen Park
Flamboro Downs
Fort Erie
Fraser Downs
Fredericton Raceway
Georgian Downs
Grand River
Hanover Raceway
Hastings Park
Hiawatha
Hippodrome De Quebec
Kawartha Downs
Marquis Downs
Mohawk Racetrack
Northside Downs
Picov Downs
Rideau Carlton
Rocky Mountain Turf Club
Sudbury Downs
Summerside - PEI
TBC Teletheaters
Track On 2
Truro Raceway
Western Fair Raceway
Woodbine
Xpressbet Southern Alberta

2022-23 Santa Anita Import Tracks

Track
Arlington
Assiniboia
Australia Racing
Belterra
Canterbury
Century Downs
Century Mile
Churchill Downs
Delaware Park
Delta Downs
Ellis Park
Emerald Downs
Evangeline Downs
Fair Grounds
Fort Erie
Gulfstream Park
Hastings Park
Hawthorne
Indiana Grand
Keeneland
Kentucky Downs
Laurel Park
Lone Star
Louisiana Downs
Mahoning Valley
Monmouth Park
Mountaineer Park

Track
NYRA - Aqueduct, Belmont, Saratoga
Oaklawn Park
Parx (Philly Park)
Penn National
Pimlico
Prairie Meadows
Presque Isle
Retama Park
Sam Houston
South America Racing
Sunland Park
Sunray Park
Tampa Bay Downs
Thistledown
Turf Paradise
Turfway Park
United Kingdom
Woodbine
Zia Park

held, and indicate whether a full card will be accepted. If the full card will not be imported, state "selected feature and/or stakes races".

HARNESS SIMULCAST RACES TO BE IMPORTED

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

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

OTHER BREED SIMULCAST RACES TO BE IMPORTED

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

K. For **ALL** racing associations, if any out-of-state or out-of-country races will commence outside of the time constraints set forth in Business and Professions Code sections 19596.2 and 19596.3, attach a copy showing the agreement by the appropriate racing association(s).

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: Board of Directors, Los Angeles Turf Club, Incorporated, 285 W. Huntington Drive, Arcadia, CA 91007

B. Names and addresses of the trustees or directors of the distributing agent: Eric Sindler, Los Angeles Turf Club, 285 W. Huntington Drive, Arcadia, CA 91007

C. Dates the association will conduct races as charity racing days OR:

D. Will the association pay the distributing agent an amount equal to the maximum required under Business and Professions Code section 19550(b)? Yes ☒

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

14. RACING OFFICIALS, OFFICIALS, AND OFFICIATING EQUIPMENT

A. Racing officials nominated:

Association Veterinarian(s)	Dr. Dana Stead
Clerk of Scales	Kevin Colosi
Clerk of the Course	Linda Ramirez
Film Specialist	Randy Valdez
Horse Identifier	Jennifer Paige
Horseshoe Inspector	Victor Tovar
Paddock Judge	Jesus Calvillo Jr
Patrol Judges	Karen Denovel, Randy Valdez
Placing Judges	Bob Moreno, Karen Denovel, Michael Burns
Starter	Jay Slender
Timer	Dane Nelson

B. Management officials in the racing department:

Director of Racing	Chris Merz
Racing Secretary	Chris Merz
Assistant Racing Secretary	Jason Egan
Paymaster of Purses	Dan Landers, Sandy Linares
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: Ms. Barbara Weinstein, 9582 Hamilton Ave., Suite 265, Huntington Beach, CA 92626, 714-964-7102

D. Photographic device to be used for photographing the finish of all races, name of the person supplying the service, and expiration date of the service contract: Plusmic Corporation USA, Bill O'Brien, Expires December 31, 2023

E. Indicate photo patrol video equipment to be used to record all races, name of the person supplying the service, and expiration date of the service contract. Specify the number and location of cameras for dirt and turf tracks. Jim Porep, Jr., Pegasus Communications, Inc. Contract term through the end of the meet. See attached for location of cameras.

F. Type of electronic timing device to be used for the timing of all races, name of the person supplying the service, and expiration date of the service contract: Electronic timing systems on both dirt and turf courses; maintained and operated by Santa Anita personnel. Systems backed by hand timing.

15. SECURITY CONTROLS

A. 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. Stephen Scallon

B. Estimated number of security guards, gatemen, patrolmen, or others to be engaged in security tasks on a regular full-time basis: See Exhibit 15.B

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

SAP Camera List June, 2021

Pegasus Comm, Inc. 16633 Ventura Blvd Ste 1010, Encino CA 91436 Jim Porep 951-314-6348

Cam #	Location	Camera	Type	Lens Type
1	Pan camera 1	Sony HXC-100k	Hard	Canon 55x
2	Pan camera 2	Sony HXC-100k	Hard	Canon 55x
3	Dirt 7/8 tower	Sony HXC-100k	Hard	Canon 50x
4	Turf 7/8 tower	Sony HXC-100k	Hard	Canon 50x
5	Dirt 3/8 tower	Sony HXC-100k	Hard	Canon 50x
6	Turf 3/8 tower	Sony HXC-100k	Hard	Canon 50x
7	1/4 pole tower	Sony HXC-100k	Hard	Canon 50x
8	Turf Hill tower	Sony HXC-100k	Hard	Canon 33x
9	Tote Board (Reverse Finish)	Sony HXC-100k	Hard	Canon 20x
10	Tunnel exit	Sony HXC-100k	Hard	Canon 20x
11	Walking ring Tower	Sony HXC-100k	Hard	Canon 20x
12	Paddock Interview	Sony HXC-100k	Hand Held	Canon 50x
13	JIB - Winner's Circle	Sony HXC-100k	25ft Jib	Canon 20x
14	JIB - Infield	Sony HXC-100k	25ft Jib	Canon 20x
15	Ground Level / Winner's Circle	Sony HXC-100k	Hard	Canon 20x
16	Paddock Set	Sony HXC-100k	Remote Slide	Canon 20x
17	Mez / Paddock Overlook	Sony	Remote	
18	SB Robo East	Sony	Remote	
19	SB Robo West	Sony	Remote	
20	SB Cable Cam East	Canon	Remote	
21	SB Cable Cam West	Canon	Remote	
22	SB Box 1	Marshall	Fixed	
23	SB Box 2	Marshall	Fixed	
24	Workout Camera	Marshall	Fixed	
25	RF Overhead Gate (Dirt)	Marshall		
26	RF Overhead Gate (Turf)	Marshall		
27-36	RF Gate Stall Cameras (10 cams)	Marshall	Fixed	Marshall
37	RF Gate Camera	Panasonic / LiveU	Hand Held	
38	Paddock Tree Cam	Sony	Remote	
39	Mez / Paddock Overlook	Sony	Remote	
40	Clocker's Corner Cam	Sony	Remote	
41	Speaker Pole Cam (Paddock Exit)	Sony	Remote	
42	Tunnel Cam POV	Marshall	Fixed	
43	Stewards POV	Marshall	Fixed	
44	Shutter Camera	ForA	Fixed	Canon
45	Announcer Cam POV	Canon	Fixed	
46	Turf Chute Tower	Black Magic Design	Hard	20x
47	Turf Chute Pole PTZ	Sony	Remote	20x
48	5/16 Camera	Pelco	Remote	

Exhibit 15A

SANTA ANITA PARK
SECURITY LIVE RACING

Director of Security
Stephen Scallon

Chief of Security

Assistant Chief of Security
Dan Pfau

Office Manager
Tencha Diaz

FRONTSIDE SECURITY

626-574-6406

Area Managers
Robert Torrance
Vaughn Whalen
Robert Nyquist
William Macri
Sean Carmon

Security Supervisors
Sgt Ben Denovel
Sgt Ollis Hartley
Sgt Mark Mattick

Uniform Security Officers
Daniel Aragon
Christian Ayala
Brian Carter
Nelson Cuellar
Robert Lopez
Louis Rodriguez
Kenneth Shiba
Jacob Salmon
Lynn Rheault

Parking Patrol
Fernando Valenzuela

STABLE SECURITY

626-574-6469

Stable Security Supervisors
Sgt Brandon Islas
Sgt. Paul Nalbandian
Sgt. Mike Veladez

Stable Credentials
Corina Carter

Uniform Security Officers
William Griffin
Sergio Lozano
Carlos Rojo
Pete Scimeca
Fernando Valenzuela

Stable Gateman
Al Castaneda
Mari Comsa
Manny Diaz
Raymundo Franco
Frank Garcia
Yolidaved Garcia
Cesar Hernandez
Clyde Higgins
Ignacio Ramirez

Exhibit 15.B

1 Chief of Security

1 Assistant Chief

1 Office Manager

2 Investigators / 6 Part-time Investigators

3 Security Sergeants

7 Security Guards / 7 Part-time Guards

3 Stable Sergeants

1 Stable Credentials Secretary

4 Stable Guards

13 Gateman – 3 Part-time Gateman

Exhibit 15.B.1

Security Officer per four (4) horses. Surveillance cameras to cover all Horses for Graded Stakes Races.

2. Detention Stalls:

   a. Attach a plan for use of graded stakes or overnight races. Security Officer per four (4) horses. Surveillance cameras to cover all Horses for Graded Stakes Races
   b. Number of security guards in the detention stall area during a 24-hour period: Four (4) Security Guards
   c. Describe number and location of surveillance cameras in detention stall area. Total of Sixty-Three (63) Cameras (Barns #: 117, 118, 119, 120 and 121)

3. TCO2 Testing:

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

C. Describe the electronic security system. The electronic security system consists of video cameras with the ablity to pan, tilt and zoom remotely. Camera monitors and control points are managed from secure locations. Digital recordings are maintained on hard drives.

1. Location and number of video surveillance cameras for the detention stall and stable gate: Surveillance cameras are in place within stalls 9, 10, 11, 12, 12A, 14, 20 and 21, providing a wide angle view of the entire stall space. Additional cameras are strategically located on the outside of stalls 4, 7, 12A and 14, and providing access to the barn area, are also under surveillance 24 hours per day. In addition, Santa Anita Park has installed approvimately 1,100 additional surveillance cameras to the backside and "gap"

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

16. EMERGENCY SERVICES

A. Name, address, and emergency telephone number of the ambulance service to be used during workouts and during racing: Symons Ambulance, Jeff Grange, 18592 Cajon Blvd., San Bernardino, CA 92407, 909-880-2979

1. Attach a certification from the ambulance service(s) listed in 16.A. certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.

B. Name, address, and emergency telephone number of the ambulance service to be used during workouts at auxiliary sites: Los Alamitos: Huntington Ambulance, LLC, Stacey O'Brian, PO Box 145, Sunset Beach, CA 90742, 562-904-1550 / SLR: Richard F. Roesch, Mercy Medical Transportation Inc., Escondido, CA 92027, 760-525-2688

1. Attach a certification from the ambulance service(s) listed in 16.B. certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.

September 1, 2022

To: Paige Richard

This letter shall serve as a statement of affirmation that all Emergency Medical Technicians and Paramedics employed by Symbiosis Ambulance are trained, background checked and state certified in order to fulfill their job duties as authorized by the state of California Emergency Medical Services Authority.

Respectfully,

Jeff T. Grange

Jeff T. Grange, MD
Medical Director

18592 Cajon Blvd., San Bernardino, CA 92407 • Office: (909) 880-2979
www.symonsambulance.com

Huntington Ambulance,LLC

CHRB
1010 Hurley Way #300
Sacramento, CA 95825

Sept. 1, 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,

Stacy O'Bryan

Stacey O'Bryan - President
Huntington Ambulance, LLC

September 1, 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

C. Describe the on-track first aid facility, including equipment and medical staffing.

D. Name and emergency telephone number of the licensed physician on duty during the race meeting: See Exhibit 16.D
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: Arcadia Methodist Hospital, 300 W. Huntington Drive, Arcadia, CA 91007, 626-445-4441

F. Attach, in English and Spanish, the emergency medical plan procedures that will be posted in each jockey's room to be used in the event of an on-track injury to a jockey.

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): Mitzuh Carrillo, Health & Safety Manager, Emily Mayorga, Assistant to the Health & Safety Manager

H. Attach a fire clearance from the fire authority having jurisdiction over the premises.

I. Name of the workers' compensation insurance carrier for the association and the number of the insurance policy (if self-insured, provide details): Liberty Mutual Insurance, Policy # WA2-B7D-170912-012

J. Attach a Certificate of Insurance for workers' compensation coverage. The CHRB is to be named as a certificate holder and given not less than ten (10) days' notice of any cancellation or termination of insurance that secures the liability of the association for payment of workers' compensation.

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

17. CONCESSIONAIRES AND SERVICE CONTRACTORS

Names and addresses of all persons to whom a concession or service contract has been given, **other than those already identified,** and the goods and/or services to be provided by each: Exhibit 17

Does the association provide its own concessions? Yes ☒ No ☐

Exhibit 16.C

Description of Santa Anita First Aid Office (Live Racing)

SERVICES (Mission)

- Yearly Jockey Physicals;
- Preventive and curative medical services for jockeys;
- Urgent care facility for jockeys;
- Urgent care for patrons and Santa Anita employees.

STAFFING

- Contracted Track Physician
- Contracted Paramedics (on the track) and (2 in First Aid)
- Licensed Emergency Ambulance

EQUIPMENT

- Basic First Aid Supplies (i.e., bandages and wound care);
- Oxygen equipment;
- Backboard, cervical collars, and splints;
- Blood pressure monitoring.

AVAILABILITY

- When gates open until after last race

Exhibit 16.D

If quarter horse racing association see D.1.:

Dr. David Skinner
10010 California Avenue
South Gate, CA 90280
Phone: (323) 567-2425

Dr. Tri Minh Vo
10107 Valley Boulevard
El Monte, CA 91731
Phone: (734) 277-3087

SANTA ANITA PARK

EMERGENCY MEDICAL PROCEDURES
FOR ON-TRACK INJURY TO JOCKEYS

"FIRST RESPONSE"

- In the event of an accident, LATC Trackside Human Ambulance "Unit 41 Paramedics" which is manned by LATC-contracted Paramedics and is following the horses and jockeys in the race will respond immediately to the site of the accident. The attending Paramedics shall arrive equipped with advance cardiac life support (ACLS) and full C-spine equipment.
- An "on-site evaluation" of injuries to the jockey(s) shall be made by Unit 41 Paramedics.

↓

"ON-SITE EVALUATION"

- Based on the Paramedics "on-site evaluation" of injuries, a decision shall be made to either treat the injured jockey(s) on-site or to transport to the hospital.
    - If on-site treatment is deemed sufficient, Unit 41 Paramedics shall transport the injured jockey(s) directly to the First Aid Office where the Track Physician will be primary care provider or,
    - If off-site treatment is deemed necessary Unit 41 Paramedics will contact the Association Gate (channel 1) and have them call the 911 Arcadia Fire Department.

↓

"INJURY TREATMENT"

- If the injured jockey(s) is treated at the First Aid Office the Track Physician shall be the primary care provider unless or until the Track Physician surrenders custody of the patient based on his/her medical evaluation;
    - If deemed necessary the Track Physician will contact the Association Gate to call the 911 Arcadia Fire Department to transport the injured jockey(s) to the hospital.
    - Or should the Track Physician deem the rider clear to ride he may then return to the Jockeys' Room or be taken off his mounts for the remainder of the day.
    - If more than two jockeys need to be transported to the hospital, Arcadia Fire

SANTA ANITA PARK

PROCEDIMIENTO MEDICO de EMERGENCIAS PARA HERIDAS A JINETES EN LA PISTA

"PRIMEROS AUXILIOS"

- En el evento de un accidente, la ambulancia humana de LATC "41Paramedicos" es manejada por las EMT's contractados por la LATC, seguiran a los caballos y jinetes en la carrera para responder immediatamente al sitio del accident. El EMT arrivara con el equipo cardiaco basico (ACLS), AED, y equipo para la espina dorsal.
- Una evaluacion de las heridas al jinete seran hechas en el sitio del accidente por la 41Paramedicos.

↓

"EVALUACION EN EL SITIO DEL ACCIDENTE"

- Despues del accidente, es la decision de los paramedicos si el jinete va estar transportado al hospital o al la oficina de First Aid.
    - Si el tratamiento es suficiente en el sitio del accidente, el 41 Paramedicos transportara al jinete directamente a la oficina de First Aid donde el doctor del tracke sera el doctor.
    - Si se cree que es necesario el 41 Paramedicos se comunicara con la Association Gate (Canal 1) para que ellos le adviser a Department de Bomberos de la Cuidad de Arcadia 911.

↓

"TRATAMIENTO DE LAS HERIDAS"

- Si el jinete herido es tratado en la oficina de First Aid, el doctor del tracke sera el doctor al no ser que el doctor del tracke entregue custodia del paciente basado en su opinion medico;
    - Si se cree necesario el doctor de tracke se comunicara con la Association Gate (Canal 1) para que ellos le adviser a Department de Bomberos de la Cuidad de Arcadia 911.
    - Si el doctor de tracke dise que el jinete esta libre para montar or que va faltar de sus montas.
    - Si mas de dos jinetes necesitan transportacion al hospital, se le pedira a al

City of Arcadia

Fire Department

June 15, 2022

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

RE: Los Angeles Turf Club Fire Clearance

To Whom It May Concern:

The Arcadia Fire Department, Fire Prevention Bureau, conducted a Fire and Life Safety Inspection of the facilities at Los Angeles Turf Club to be used for the dates of July 1, 2022, through December 10, 2022.

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

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

Sincerely,

Mark Krikorian
Fire Marshal

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

Barry R. Spriggs
Fire Chief

710 South Santa Anita Avenue
Arcadia, CA 91006
(626) 574-5100
(626) 446-7410 (fax)
www.ArcadiaCA.gov

SANTA ANITA PARK

September 19, 2022

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

Re: Los Angeles Turf Club – Rule 1927 Exemption Request

Dear Mr. Chaney,

As has been previously discussed, the City of Arcadia Fire Department is not able to conduct an inspection within 45 days of the start of each meet. Los Angeles Turf Club, Incorporated ("LATC") has previously submitted to the board the Arcadia Fire Department's fire clearance letter dated June 15, 2022.

LATC requests an exemption from the requirement of Rule 1927 that the fire authority having jurisdiction over the barn area of Santa Anita Park perform an inspection within 45 days prior to the commencement of the race meeting.

Please let me know if you have any questions.

Sincerely,

Nate Newby

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

May 3, 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 the fire clearance from the OCFA at the request of Frank Sherren who requested for the California Horse Racing Board.

Please contact me directly if you have any questions or concerns.

Respectfully,

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

North County Fire Protection District
330 S. Main Ave.
Fallbrook, CA 92028
(760) 723-2010

Tuesday, 23 November, 2021

Attn: Teresa Jennings
,

Property Address:
San Luis Rey Training Center
5772 CAMINO DEL REY
BONSALL, CA 92003

Re: Initial - Fire & Life Safety on November 23 2021

NOTICE OF INSPECTION - COMPLETED

CONGRATULATIONS, your Fire and Life Safety Inspection has satisfactorily been completed and no violations were noted at this time. The North County Fire Protection District would like to thank you for making fire and life safety a priority.

If you have any questions regarding our Fire and Life Safety Inspection program, please contact the Fire Prevention Bureau at: (760) 723-2010.

Inspection Notes:
This facility was deferred to NCFPD Fire Prevention Bureau personnel who is handling the inspection.

Inspector:

Fire Protection Spec. Aaron Murg
amurg@ncfire.org
760-723-2042

Property Representative:

Marsh

Certificate of Insurance

No.: **2022-1-ANITA** Dated: **June 30, 2022**

This document supersedes any certificate previously issued under this number

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

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

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

Certificate Holder:	**Named Insured and Address:**
California Horse Racing Board **1010 Hurley Way** **Sacramento, CA 95825** **Attn.: Insurance Department**	**Los Angeles Turf Club, Incorporated** **285 West Huntington Drive** **Arcadia, CA 91007**

This certificate is issued regarding:
Evidence of Insurance

Type(s) of Insurance	Insurer(s)	Policy Number(s)	Effective/ Expiry Dates	Sums Insured Or Limits of Liability	
COMMERCIAL GENERAL LIABILITY • Non-Owned Automobile	Liberty Mutual Insurance Company	TB1-B71-170912-032	Jun 30, 2022 to Jun 30, 2023	Each Occurrence	USD 2,000,000
				Products-Completed Operations Aggregate	USD 2,000,000
				General Aggregate	USD 2,000,000
				Self Insured Retention	USD 500,000
WORKERS' COMPENSATION & EMPLOYERS' LIAB	LIBERTY MUTUAL FIRE INSURANCE CO	WA2-B7D-170912-012	Jun 30, 2022 to Jun 30, 2023	Workers' Compensation	Statutory
				Employers' Liability Each Accident	USD 1,000,000 Bodily Injury by Accident
				Employers' Liability Each Employee	USD 1,000,000 Bodily Injury by Disease
				Employers' Liability Policy Limit	USD 1,000,000 Bodily Injury by Disease

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

With respect to the Commercial General Liability policy, California Horse Racing Board is added as Additional Insured but only with respect to liability arising out of the operations of the Named Insured.

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

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

Marsh Canada Limited
120 Bremner Boulevard
Suite 800
Toronto, ON M5J 0A8
Telephone: 1-844-990-2378
Fax: -
Certs.Stronach@marsh.com

Marsh Canada Limited

By: Catherine Evans

Catherine Evans

Exhibit 17

HANDICAPPERS

Bob's Card Incorporated (CHRB-25A and CHRB-87 on file with CHRB.)
Jeff Bohland
5090 Montville Trail
Medina, OH 44256

Duke Racing Selections (CHRB-25A and CHRB-87 on file with CHRB.)
c/o John Acquarelli
4615 Trieste Drive
Carlsbad, CA 92008

Today's Racing Digest, Inc. (Exempt from CHRB-25A and CHRB-87)
Jason Karches
5790 Miramar Road, Suite 203
San Diego, CA 92121

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: $4,800,000
Promotional/Marketing budget for prior race meeting: $4,800,000

C. Number of hosts and hostesses employed for meeting: 15* Wagering Ambassadors, Customer Service Representatives at the Main Thoroughbred Center, Winner's Terrace Host and Group Sales Hosts. 7* Food & Beverage Hostesses. 17* Mutuel SST's. * Estimate

D. Describe facilities set aside for new fans. Customer Service & Wagering Ambassador Tents - Mainline 1, Club 1, SILKS Stand and Paddock Room. Mobile Wagering Ambassador tents are set up near events that attract newcomers to encourage and offer racing Information. THOROUGHBREDS Centers powered by XB Rewards - There Is one location that Is open every racing day In Mainline 1. The Infield and South THOROUGHBREDS Center are open for specific promotions. Information Windows - Mainline #2, Club #1, Mezzanine #2, and FrontRunner have full-service Information windows that can perform most transactions for players. These windows also provide newcomer wagering assistance. On the weekends east tote also opens an additional Information window for the Infield Customers. Xpressbet - Mainline #2 and Mezzanine Is available for new sign-ups and account maintenance for advance deposit wagering customers.

E. Describe any improvements to the physical facility in advance of the meeting that directly benefit: See attached
1. Horsemen
2. Fans
3. Facilities in the restricted areas

19. SCHEDULE OF CHARGES

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

Admission (general)	
Admission (clubhouse)	with General Parking & Program $10 (Weekends & Holidays / with General Parking & Program $5 for XB Rewards/THOROUGHBREDS Members (Weekends & Holidays / Infield Admission with General Parking & Program $5 (Weekends & Holidays / with General Parking Is Free on Fridays
Reserved seating (general)	
Reserved seating (clubhouse)	with General Parking & Program $20 (Weekends & Holidays / with General Parking & Program $10 for XB Rewards/THOROUGHBREDS Members (Weekends & Holidays) / $5 for XB Rewards/THOROUGHBREDS Members (Fridays)
Parking (general)	
Parking (preferred)	$6
Parking (valet)	$10
Programs (on-track)	$2.50
(off-track)	$2.50

B. Describe any "Season Boxes" and "Turf Club Membership" fees. Annual Season Box 2023: Seating for Winter/Spring & Autumn Meets: Price includes CH admission - Finish Line Box: 4 Seats $4,390; 6 Seats $5,850; 8 Seats $7,560 Premium Box: 4 Seats $3,000; 6 Seats $3,750; 8 Seats $4,800

EXHIBIT 18.E.1.2.3

1. Horsemen
2. Fans:
    a. Replaced one of the escalators for $750,000
    b. Have spent $800,000 on new food & beverage stands and upgrades this year
    c. Completed multi-year project of redoing/recoating Grandstand roof for $700,00 total
3. Facilities in the restricted areas:
    a. CAFO project in process for over $20 million ($7 million spent this summer)

C. Describe any "package" plans, such as combined parking, admission, and program. Santa Anita has packaged $10 for General Parking, a Program and Admission for $10. Admission & Parking Is free on Fridays.

20. JOCKEYS/DRIVERS' QUARTERS

A. Check the applicable amenities available in the jockeys/drivers' quarters.
☒ Corners (lockers and cubicles) How many 40+

☒ Showers ☒ Steam room, sauna, or steam cabinets ☒ Lounge area

☒ Masseur ☒ Food/beverage service ☒ Certified platform scale

B. Describe the quarters to be used for female jockeys/drivers. Same amenities as above, but in separate quarters. Shared food and beverage area.

21. BACKSTRETCH EMPLOYEE HOUSING

A. Inspection of backstretch housing was completed by (name) on (date) .

B. Number of rooms used for housing on the backstretch of the racetrack: 445

C. Number of restrooms available on the backstretch of the racetrack: 39 Restrooms (116 toilets, 99 lavatories, 45 urinals, 64 showers)

D. Estimated ratio of restroom facilities to the number of backstretch personnel: 1 to 47

22. TRACK SAFETY

A. Total distance of the racecourse, measured from the finish line counterclockwise (3' from the inner railing) back to the finish line: 5280 feet.

B. Describe the type of track surface at the facility, including the specific track surface composition. Santa Anita has a Dirt Track. The composition Is made up of approximately 86% Sand and 14% Silt and Clay

C. The percent of cross slope in the straightaways is: 3%
The percent of cross slope in the center of the turns is: 5%

D. Describe the type(s) of materials used for the inner and outer railings of the race course, the type of inner railing supports (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 of the main track has metal goosenecks with a 6 Inch aluminum rail and covering. Main track outside rail Is a 4 Inch round rail on a metal gooseneck. Turf course has metal gooseneck with a 4 Inch round rail with safety netting at zero. Duralock portable rail used at other settings. The outside turf rail Is a 2 Inch metal rail.

E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474: Dennis Moore, Consultant, Robert Moore, Track Superintendent

3rd Party Lasix Administration Agreement

This 3rd Party Lasix Administration Agreement (this "Agreement") is entered into as of October 26, 2017 (the "Effective Date") by and between the Los Angeles Turf Club, Incorporated and Los Angeles Turf Club II, Inc. (collectively "LATC"), the Thoroughbred Owners of California, Inc. ("TOC"), and the California Thoroughbred Trainers, Inc. ("CTT" and each individually a "Party" and collectively the "Parties").

Recitals

A. CHRB Rule 1845 requires that the Parties enter into an agreement to provide for race-day furosemide administration.

B. CHRB Rule 1845 further requires that the agreement describe LATC's program for the administration of race day furosemide, the minimum level of staffing necessary to carry out the program, and the projected costs to horsemen for such administration.

C. The Parties intend for this Agreement to comply with and satisfy the requirements of CHRB Rule 1845.

Agreement

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

1. Term. This Agreement shall take effect on December 26, 2017 and shall continue through December 25, 2018 (the "Term"). If the Parties have not entered into a new agreement which satisfies the requirements of CHRB Rule 1845 prior to the conclusion of the Term, the terms and conditions set forth in this Agreement shall continue to remain in effect and binding on the Parties after the Term until such time that the Parties enter into such a new agreement or until any Party terminates this agreement upon twenty-four (24) hours' notice.

2. Cost to Horsemen. The owner shall pay to LATC (on a per administration basis) an amount equal to thirty-five dollars ($35) for the administration of race day furosemide to such owner's horse ("Lasix Administration Fee"). The Paymaster of Purses will deduct the Lasix Administration Fee from such owner's purse account and remit it to LATC. 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 LATC. LATC 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. LATC shall initially hire one (1) furosemide veterinarian and three (3) furosemide veterinary technicians to administer the race day furosemide. The furosemide veterinary technicians shall report to the furosemide

veterinarian. If LATC 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, LATC shall hire such additional number of furosemide veterinarians or furosemide veterinary technicians as it deems necessary.

4. Race Day Lasix Administration Program.

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

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

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

5. TOC and CTT Covenants.

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

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

6. Miscellaneous.

a. Entire Agreement; Amendment. This Agreement, including the Exhibit, contains the entire understanding of the Parties relating to the subject matter hereof, supersedes any and all prior or contemporaneous agreements or understandings, either oral or written, and

may not be changed or terminated orally. Except as specifically provided herein, this Agreement may be amended only by a writing signed by the Parties.

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

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

d. Counterparts. This Agreement and all amendments hereto may be executed in several counterparts and each counterpart shall constitute a duplicate original of the same instrument. LATC, 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 LATC, TOC, and CTT. Except for LATC, TOC, and CTT, no person shall have any right to rely upon or enforce any of the terms and provisions of this Agreement other than the indemnification obligations set forth in this Agreement.

[Signatures follow]

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

Los Angeles Turf Club, Incorporated

By: _____

Name: SCOTT DARUTY

Title: VICE PRESIDENT

Los Angeles Turf Club II, Inc.

By: _____

Name: SCOTT DARUTY

Title: VICE PRESIDENT

Thoroughbred Owners of California, Inc.

By: _____

Name: _____

Title: _____

California Thoroughbred Trainers, Inc.

By: _____

Name: _____

Title: _____

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

Los Angeles Turf Club, Incorporated	Los Angeles Turf Club II, Inc.
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Thoroughbred Owners of California, Inc.	California Thoroughbred Trainers, Inc.
By:_____	By:_____
Name: Greg Avioli	Name:_____
Title: President & CEO	Title:_____

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

Los Angeles Turf Club, Incorporated

By:_____

Name:_____

Title:_____

Los Angeles Turf Club II, Inc.

By:_____

Name:_____

Title:_____

Thoroughbred Owners of California, Inc.

By:_____

Name:_____

Title:_____

California Thoroughbred Trainers, Inc.

By: _____

Name: Alan F. Balch

Title: Executive Director

Exhibit A

Santa Anita Park Furosemide Protocol – See Attached

Exhibit B

Medication Administration Protocol – See Attached

Exhibit A

Santa Anita Park Furosemide Protocol

Furosemide (Lasix/Salix) may be administered on race day only if the horse is registered on the CHRB authorized bleeder medication list as provided for pursuant to 4 CCR 1845. If a horse is not registered on the CHRB authorized bleeder medication list, as provided pursuant to 4 CCR 1845 the horse may not receive furosemide on race day. The following rules shall govern the use of race day furosemide:

1. Race day furosemide shall only be administered by the furosemide veterinarian or furosemide technician. Any horse which receives race day furosemide from any person other than the furosemide veterinarian or furosemide technician shall be scratched from the race.

2. All horses that wish to be administered race day furosemide must be registered on the CHRB authorized bleeder medication list even if they have raced in other jurisdictions on race day furosemide.

3. The Stewards shall scratch a horse if they are unable to determine that a horse on the authorized bleeder medication list has been administered furosemide prior to a race, or that furosemide was administered to a horse less than four hours prior to the post time of a race that horse is entered to run.

4. Furosemide is the only authorized race day medication at a single IV dose between 150mg-500mg (3cc to 10 cc). A horse registered to be administered furosemide shall receive 250 mg of furosemide intravenously unless an alternative dose of not less than 150 mg and not more than 500 mg has been determined after consultation between the trainer, owner, or owner's veterinarian, and the furosemide veterinarian.

5. A horse registered on the official authorized bleeder medication list must remain on the list unless the trainer or owner's veterinarian requests the horse be removed. The request must be made using the applicable CHRB form, and which must be submitted to the official veterinarian and approved prior to the time of entry. A horse removed from the authorized bleeder medication list may not be placed back on the list for a period of 60 calendar days unless the official veterinarian determines it is medically necessary for the horse. If a horse is removed from the authorized bleeder medication list a second time in a 365-day period, the horse may not be placed back on the list for a period of 90 calendar days.

6. Horses registered on the authorized bleeder medication list which run in jurisdictions that do not allow the use of furosemide on race day do not require re-registering upon returning to California. A horse registered on the CHRB authorized bleeder medication list must receive furosemide. Failure to receive furosemide while registered in the CHRB authorized bleeder medication shall result in the horse being scratched from the race.

7. The trainer of any horse to be entered in a race in a race at Santa Anita Park 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 Santa Anita Park or have arrived at Santa Anita Park 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 LATC 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 Santa Anita Park or have not arrived at Santa Anita Park 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 Santa Anita Park 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 LATC 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 Santa Anita Park 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 Santa Anita Park, if the horse is not stabled at Santa Anita Park, LATC security officers which are assigned to the gate(s) through which horses arrive from other locations shall maintain a log depicting the horse's name, time of arrival, scheduled race number and post time. In the event that a horse arrives less than five (5) hours prior to the scheduled post time for its race, the security officer shall notify the Stewards and racing secretary of the late arrival.

Exhibit B

Medication Administration Protocol

1. Furosemide Veterinarians highlight their assigned horses on treatment sheet.

2. The furosemide coordinator , furosemide veterinarians, and furosemide technicians shall review treatment assignments by performing a roll call of each horse in each race to verity that:

   a. All furosemide eligible horses are assigned to a veterinarian or technician.

   b. Only one furosemide veterinarian or technician is assigned to each horse.

   c. Furosemide ineligible horses are not assigned for furosemide treatment.

   d. Scratches, medication status changes, and stall assignments changes are accurately recorded by all.

3. Furosemide shall be administered only after: a) the trainer, owner, or the owner's veterinarian has consulted with the furosemide veterinarian regarding the condition of the horse, and b) the furosemide veterinarian has examined the horse sufficiently to establish a veterinary-client-patient relationship in accordance with 16 CCR 2032.1.

4. Furosemide administration shall be performed in the horses' stalls between 4½ to 4 hours prior to the published post time for the race in which the horse is entered. Veterinarians, or technicians, are not to administer furosemide after the 4 hour deadline unless authorized by the Stewards.

5. If a horse is not in its assigned barn/stall when treatment is attempted, the veterinarian, or technician, is to promptly notify the furosemide coordinator who shall contact the Stewards (to have them determine the location of the horse) and then advise the veterinarian, or technician, of the horses' status / location.

6. If no attendant is present, the horse will not be treated. The veterinarian, or technician, will radio the furosemide coordinator who shall notify the Stewards and request instruction.

7. Administration of the medicine.

   a. The furosemide veterinarian, or technician, shall:

      i. Advise the attendant that he/she is present to administer furosemide and state the horse's name and race number.

ii. Notify the furosemide coordinator (via telephone or radio) that he/she is preparing to treat the horse by stating the race number, horse's program number, and the horse's name. If all information is correct, the furosemide coordinator shall respond with an affirmation for the veterinarian, or technician, to proceed. If any information is not correct, the furosemide coordinator shall notify the Stewards and inform the veterinarian, or technician, of the Stewards instructions

iii. Confirm the horse's identity by tattoo inspection. The trainer's attendant shall display the tattoo as the furosemide veterinarian, or technician, shall not contact a horse's mucous membranes unless wearing disposable exam gloves. If the lip tattoo is illegible or no tattoo is present, the furosemide veterinarian, or technician shall use the horse's physical description (as provided in the InCompass printout) to verify its identity. The furosemide veterinarian, or technician, shall notify the furosemide coordinator and a note will be made on the Horse ID sheet. Microchip readers will be used to identify horses when microchips are widely available.

**If the identity of a horse cannot be verified, the veterinarian, or technician, shall notify the furosemide coordinator who shall notify the Stewards and wait for further instruction.

b. Trainers are required to have an attendant present when a horse is administered race day furosemide to:

i. Catch and hold the horse.

ii. Display the tattoo to the furosemide veterinarian, or technician; or if applicable, assist in identifying the horse through physical description or microchip reader.

iii. Assist, upon the instruction of the furosemide veterinarian, or technician, with the administration of the furosemide.

iv. Perform any additional functions necessary and related to the administration of the race day furosemide.

c. A horse registered to be administered furosemide shall receive 250 mg of furosemide intravenously unless an alternative dose of not less than 150 mg and not more than 500 mg has been determined after consultation between the trainer, owner, or owner's veterinarian, and the furosemide veterinarian.

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

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

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

iii. The injection site is the proximal third of the left jugular vein, but distal to Viborg's triangle. Right sided administration may be performed if warranted by condition of the left vein or at the request of the trainer. Right sided administration is to be noted on the Horse Identification Program.

iv. The veterinarian occludes and visualized the jugular vein, directs the needle cranially and aspirated to verify needle placement. Aspiration is repeated as necessary to confirm correct needle placement

**In the event of an adverse reaction or other emergency related to the administration of furosemide, the furosemide veterinarian, or technician, who administered the furosemide shall attend the horse until the arrival of the owner's veterinarian.

8. After the medicine has been administered, the furosemide veterinarian, or technician, shall:

a. Notify the official veterinarian of the treatment of the horse. Such notification shall be made on the applicable CHRB form and given no later than two hours prior to post time of the race for which the horse is entered.

b. Comply with all record keeping requirements of 16 CCR 2032.3.

c. Complete recording of information on the Horse Identification Program with:

i. Time of administration.

ii. Barn/stall (if not previously noted).

iii. Furosemide dose.

iv. Attendant's California CHRB license number or Stable Badge number. If the attendant has no form of photo identification, the veterinarian will inform the furosemide coordinator who will notify the Stewards.

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

e. All parties present during the administration of furosemide shall certify in writing that they have witnessed the furosemide administration by signing the applicable CHRB form. The furosemide veterinarian, or technician, shall place the syringe used to administer the race day furosemide in an evidence/ biohazard tamper-proof bag which will be sealed in front of the witnesses. The witnesses shall sign the sealed evidence/ biohazard tamper-proof bag. The evidence/ biohazard tamper-proof bag shall be labeled with:

i. Name of horse.

ii. Name of trainer.

iii. Date and time of furosemide administration.

f. The sealed and signed evidence/ biohazard tamper-proof bag containing the syringe will be delivered daily to the CHRB investigator's office or such other location as directed by CHRB.

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

F. Attach a Track Safety Maintenance Program pursuant to CHRB Rule 1474.

G. If the association is requesting approval to implement alternate methodologies to the provisions of Article 3.5, Track Safety Standards, pursuant to CHRB Rule 1471, attach a Certificate of Insurance for liability insurance that will be in force for the duration of the meeting specified in Section 2. The CHRB is to be named as a certificate holder and given not less than ten (10) days' notice of any cancellation or termination of liability insurance. Additionally, the CHRB must be listed as additionally insured on the liability policy at a minimum amount of $3 million per incident. The liability insurance certificate must be on file in the CHRB headquarters office prior to the conduct of any racing.

23. DECLARATIONS

A. All labor and lease agreements and concession and service contracts necessary to conduct the entire meeting have been finalized, except as follows (if no exceptions, so state): No exceptions

B. Attach each horsemen's agreement pursuant to CHRB Rule 2044.

C. Attach an agreement to provide for race-day furosemide administration, pursuant to CHRB Rule 1845.

D. Attach a lease agreement permitting the association to occupy the racing facility during the entire term of the meeting. (In the absence of either a lease agreement or a horsemen's agreement, a request for an extension pursuant to CHRB Rule 1407 shall be made.)

E. All service contractors and concessionaires have valid state, county, or city licenses authorizing each to engage in the type of service to be provided and have valid labor agreements, when applicable, which remain in effect for the entire term of the meeting, except as follows (if no exceptions, so state): No exceptions

F. Absent natural disasters or causes beyond the control of the association, its service contractors, concessionaires, or horsemen participating at the meeting, no reasons are believed to exist that may result in a stoppage to racing at the meeting or the withholding of any vital service to the association, except as follows (if no exceptions, so state): No exceptions

NOTICE TO APPLICANT: Pursuant to CHRB Rule 1870 and Rule 1871, the CHRB shall be given fifteen (15) days' notice in writing of any intention to terminate a horse racing meeting or the engagements or services of any licensee, approved concessionaire, or approved service contractor.

24. CERTIFICATION BY APPLICANT

I hereby certify under penalty of perjury that I have examined this application, that all of the foregoing statements in this application are true and correct, and that I am authorized by the association to attest to this application on its behalf.

X 

Signature

Nate Newby SVP & General Manager 10/25/22

Print Name Print Title Date



2023 Winter/Spring

Race Meet Agreement

Between

Los Angeles Turf Club, Incorporated

and

Thoroughbred Owners Of California

December 21, 2022

Through

June 20, 2023

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2023 Winter/Spring Race Meet Agreement
Santa Anita & Thoroughbred Owners of California

THIS Agreement is entered into by and between Los Angeles Turf Club, Incorporated ("Track") and the Thoroughbred Owners of California, Inc. ("TOC") and becomes effective on December 21, 2022.

RECITALS

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

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

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

AGREEMENT

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

1. Race Meet. Except as otherwise provided herein, the provisions of this Agreement shall be applicable only to the thoroughbred race meetings conducted by Track under license from the CHRB for the period of December 21, 2022, through June 20, 2023 (the "Term").

2. Purse Distribution.

a. Track and TOC acknowledge and agree that disbursements made by Track to TOC, and to individual horse owners in the form of purses, will be governed by the provisions of this Agreement and the Horse Racing Law, Article 9.5, Article 9.2 and any other provisions regarding purses in any other Articles in Chapter 4, Division 8 of the Business and Professions Code. All moneys available for purses generated from the pari-mutuel handle and other sources, including but not limited to, underpayments from prior race meets, distribution of unpaid refunds or "outs" as more fully discussed in paragraph 5(b) of this agreement and deposits by TOC and interest on the Paymaster Account, shall be held in a separate trust account pursuant to section

19597.5 of the Business and Professions Code for the sole benefit of horsemen and shall not be commingled with monies belonging to Track. In this regard, the Track and TOC shall make those funds available for purses and bonuses. Nothing contained herein is intended to change, modify or amend the settlement agreement dated January 5, 1991, with respect to interest on the Paymaster Account.

b. Payment of Purses.

i. Non-Stakes Races. For all non-stakes races, Track agrees that its Horsemen's Paymaster of Purses will make owners' purse monies available upon request seventy-two (72) hours after the race is declared official for pari-mutuel purposes, regardless of whether Track has received the results from the testing laboratory providing that such distribution is consistent with applicable rules, regulations, and laws of the CHRB. In the event that a horse tests positive and is disqualified or otherwise ineligible to receive purse money, Track shall continue to employ its current practices to attempt to recollect such amount. Track will redistribute the purse to the new winner(s) as a result of such disqualification or ineligibility. However, in the event that Track is unsuccessful in collecting such amount, Track shall not be liable for the amount of purse money distributed, and no earlier than thirty (30) days after the race in question, Track shall have the ability to deduct from the purse account the amounts distributed to the owner of the disqualified horse for the re-collection of such distributed amounts. If Track is successful in recovering the amounts distributed to the owner of the disqualified horse, such amounts shall be returned to the purse account.

ii. Stakes Races. For all stakes races, Track agrees that its Horsemen's Paymaster of Purses will make owners' purse monies available within twenty-four (24) hours after Track has received confirmation from the testing laboratory that such owner's horse did not test positive and is not otherwise ineligible to receive purse money.

3. Distribution Estimated.

a. Because the total amount available for distribution as stakes and overnight purses will not be known until the conclusion of each individual race meet which takes place during the Term, it is understood by the parties that it will not be possible to determine in advance that the funds to be distributed in stakes and overnight purses will be equal to the exact amounts provided by this Agreement and law. However, if at the close of any individual race meet during the Term, Track shall not have paid and distributed in stakes and overnight purses the exact amounts provided for by this Agreement and law then, (i) if the Track has made excess payments, (A) up to fifty percent (50%) of such excess payments made by Track may be deducted from purses during race meetings conducted at Santa Anita Park in each of the two succeeding years (the "Next Meet") and (B) after the amount as provided for in subsection (A) above has been deducted from purses from the Next Meet, Track shall also be able to deduct from the Next Meet's purses an amount equal to the amount of interest that would accrue at the annual rate of five percent (5%) of the overpayment, commencing at the conclusion of the Term, until the commencement of the Next Meet; and (ii) if the Track has made insufficient payments, then all such deficiency shall be carried over by Track to be used as purses as mutually agreed upon by TOC and Track. Any deficiency required to be distributed shall be distributed together

with interest at the rate of five percent (5%) calculated from the conclusion of the Term, not more than the thirtieth (30th) day after the Term.

b. The amount carried over for purses, if any, to the Next Meet to be run by Track shall accrue interest at the rate of five percent (5%) annually, commencing at the conclusion of the meet that generated the underpayment, to the Next Meet. Investments made under either this subsection or pursuant to 3(a)(i)(B) will be in accordance with Track's investment policy, a copy of which will be provided to TOC, at its request.

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

4. Daily Mutuel Handle.

a. Track and TOC agree to continue, in good faith, the purse reconciliation process and once complete, the overpayment or underpayment, as the case may be, will inserted as Exhibit D, and that Exhibit D sets forth a reasonable projected purse generation for the upcoming meet. Notwithstanding anything to the contrary provided in Sections 8 and 9, if at any time during the Term, Track estimates that, for any reason beyond the control of the Track or TOC, the final average daily purse generated will be meaningfully less or greater than projected on Exhibit D or in the event the projections for total purses to be paid during the Term are meaningfully less or greater than projected in the Summary of estimated Purses on Exhibit D, then the overnight purse schedule set forth on Exhibit B, may be increased or reduced in proportion to the projected overages or underages; provided, however, (i) that such increase or decrease may only occur with the prior written consent from TOC, which consent shall not be unreasonably withheld, and (ii) in no event shall Track be obligated to supplement purse funds.

b. Notwithstanding anything to the contrary provided in Section 8, if it appears to Track and TOC at any time during an individual race meet which takes place during the Term that the average daily purse generated will be substantially increased above that which was initially anticipated, the excess shall be utilized to increase overnight purses, unless an increase in stakes is approved by TOC. TOC's approval for a request to increase purses for stakes shall not be unreasonably withheld.

c. Unless otherwise agreed by TOC, any increase or decrease in overnight purses during an individual race meet which takes place during the Term shall be applied across all types and conditions of overnight races in the same relative proportions; e.g., if overnight purses are decreased or increased by ten (10) percent, then the purse for each type and condition

of overnight race shall be decreased or increased by ten (10) percent, as the case may be, subject to such "rounding" as may be agreed upon by Track and TOC.

d. Given the unique circumstances facing the Southern California racing industry at present with total horses in training below 2700, in order to attempt to prevent either the accrual during the Meet of a multi-million overpayment or a mid-Meet purse reduction, Track will consult with the TOC on a weekly basis regarding the amount of purse money paid out and the amount of purse money generated during the meet to-date to in the context of establishing future weeks' racing calendars and purse structure.

e. Track shall instruct CHRIMS to give TOC's designated representative, Joe Hasson, continuous access to Track's information that it has historically received. Additionally, Track shall provide TOC with a weekly purse report including calculation of purse revenues generated in such week and purses paid by race day and individual race. Track and TOC shall review the amount of purses generated and the amount of purses paid at the end of each individual meet which occurs during the Term with the understanding that any errors discovered that result in either an overpayment or underpayment will be addressed by the parties in the establishment of purse levels for the next meet at Santa Anita Park as mutually agreed upon by TOC and Track.

5. Gross Racing Distributions.

a. Whenever the term "Gross Racing Distribution" is used herein, it shall mean and refer to those portions of the funds handled in Track's pari-mutuel pools which Track is required to distribute as purses pursuant to the provisions of this Agreement and the current provisions of the California Business and Professions Code, including but not limited to, §§19491(b), 19491.5, 19491.6, 19596, 19596.5, 19596.6, 19598, 19601, 19602, 19611(d), 19611.5, 19613 and 19616 reduced by the amount of overpayment of purses, if any.

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

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

6. TOC and CTT Distributions.

a. Track shall pay to TOC and California Thoroughbred Trainers, Inc. ("CTT") during the Term the sums required by Section 19613(b) of the California Business & Professions Code. Specifically, Track shall pay one percent (1%) of the amount available to

thoroughbred horses for purses to TOC and a total of one and one-half percent (1-1/2%) to CTT and the Horsemen's Pension Fund as required by law. The amounts payable to TOC and CTT pursuant to this provision shall be referred to collectively, as "TOC and CTT Distributions."

b. The sums payable under this Section shall be paid on Wednesday of each week during the Term; the final payments shall be made on or before 10 calendar days following the close of each of the individual race meets which takes place during the Term. All such payments shall be based upon actual receipts by Track of amounts payable as purses. In the event any payment is not made within 10 days from its due date, interest shall accrue from the initial due date at the rate of five percent (5%) per annum until such payment is made.

7. Net Racing Distributions.

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

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

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

For purposes of clarity, the projected calculation purse earnings for the Meet ("Summary of Estimated Purses") are attached at Exhibit D.

b. Intentionally Omitted.

8. Racing Programs.

a. Stakes Programs.

i. General.

A. From the total purse distribution available for each individual race meet which occurs during the Term, not more than the amount indicated on Exhibit A (Stakes Schedule) shall be paid as stakes, unless otherwise agreed upon by Track and TOC, which consent shall not be unreasonably withheld.

B. When a division of a stakes event is deemed appropriate by Track, it is agreed that Track will not increase the purse by more than fifty percent (50%) of the purse originally scheduled. Additional purse money paid as the result of splitting a stakes race shall be considered stakes money and shall not be considered overnight moneys. Should Track desire to increase the purse by more than fifty percent (50%) of the purse originally scheduled, Track shall obtain the prior approval of TOC for such a purse increase, which such approval shall not be unreasonably withheld. Track shall not split a stakes race without first obtaining the approval of TOC, which approval shall not be unreasonably withheld.

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

D. Track shall not cancel any stakes race, unless otherwise provided for in the Agreement, without first obtaining the prior written approval of TOC, which approval shall not be unreasonably withheld; provided, however, that Track shall have the right, without TOC's approval, to cancel any stakes race which received less than five (5) entries.

ii. Guaranteed Stakes.

A. All races with purses of $100,000 or more, excluding invitationals, shall be guaranteed. All overnight stakes with purses of less than $100,000 shall be run as added money events.

B. If the amount of horsemen's money available for purses for guaranteed races, together with all fees contributed by owners, including, but not limited to, nomination, sustaining, starting, entry, and supplemental fees bring the total amount over the amount of purses scheduled for guaranteed races, then and in that event the excess shall be used for overnight purses.

C. If all fees contributed by owners for all guaranteed stakes races including but not limited to nomination fees, entry fees, starting fees, and supplemental fees, result in the total purse monies being less than the guaranteed amount for all guaranteed stakes races, the deficit will be made up from overnight purse money.

D. The Schedule of Fees, including but not limited to nomination fees, sustaining fees, entry fees, starting fees, and supplemental fees previously announced for the above-referenced stakes races, shall not be reduced during the course of an individual race meet which takes place during the Term. Each guaranteed stakes race to be run during the Term shall require total fees of at least one percent (1%) for each starter ("Stakes Fees"). Starters entered in Breeders Cup supplemented stakes races that are not eligible for the Breeders Cup purse supplement shall pay fees in a percentage equal to that paid by Breeders Cup eligible starters only on that portion of the purse for which they are actually competing.

E. For all stakes races offering a purse of $100,000.00 or more, horses competing in such races shall be placed under surveillance for a period of not less than 6 (six) hours in advance of the scheduled start of the race. For the purposes of this provision, surveillance shall consist of, but is not limited to: I) licensed security personnel, with such number of personnel to be determined on a race-by-race basis, that observe the horses and who are equipped with a video camera, communications device, and a notepad, and who must request to see and who shall note the time, license number, and type of license for every person who enters the stall with the competing horse or otherwise comes in contact with or close

proximity to said horse, as permitted by the CHRB, Track, trainer, or owner and II) at least one personnel in the video surveillance room who will monitor each horse (each horse shall have its own video feed and a dedicated portion of the screen that covers only that horse). Track and TOC agree that this policy may be revisited and modified at any time during the Term, provided Track and TOC mutually agree.

b. Overnight Program.

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

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

iii. Purses paid for overnight races during each individual race meet which occurs during the Term shall be in accordance with the schedule attached hereto as Exhibit B. Track agrees not to change the purses provided in Exhibit B without first obtaining the written consent of TOC, which consent shall not be unreasonably withheld.

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

A. The minimum claiming price, other than maidens, will be $10,000;

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

C. The minimum claiming price for maidens will be $20,000;

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

E. Purses for straight maiden races shall be the rate as set forth on Exhibit B;

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

G. Purses for "Cal-Bred" races shall be equivalent to purses paid in "open" races for substantially the same class and conditions, excluding any CTBA purse supplements;

H. Minimum qualifying level for purposes of the Cal-bred Race Fund Incentives shall be $40,000 Claiming;

I. Excluding those offered on any "Supercharged Race Days," overnight purses per race shall not exceed the amount as set forth on Exhibit B (Track must receive the approval of the TOC it increase purses on Supercharged Races Days, which consent shall not be unreasonably withheld); Overnight stakes purses shall have the minimum as set forth on Exhibit B and meet the requirements for international cataloging standards for North American Black Type Designation;

J. Winning Purse Distributions.

I. Purses for all races with a purse greater than $30,000 run during each individual race meet which takes place during the Term shall be divided and paid to the owner(s) of the horses finishing first through fifth as follows:

(1) Sixty percent (60%) for first;

(2) Twenty (20%) for second;

(3) Twelve (12%) for third;

(4) Six (6%) for fourth; and,

(5) Two (2%) for fifth.

II. Purses for all races with a purse less than or equal to $30,000 run during each individual race meet which takes place during the Term shall be divided and paid to the owner(s) of the horses finishing first through fifth as follows:

(1) Fifty-Five percent (55%) for first;

(2) Twenty (20%) for second;

(3) Twelve (12%) for third;

(4) Eight (8%) for fourth; and

(5) Five (5%) for fifth.

K. A "Participation Purse" in the amount of $500, or such other amount which is mutually agreed upon by Track and TOC, funded from the purse account, shall be paid to all starters effectively finishing 6th or worse in any race, and to fifth place finishers if their share of the purse is less than the Participation Purse, wherein said fifth place finisher will receive an aggregated maximum of the Participation Purse. For purposes of the payment of such participation purses, a "starter" means any horse that which leaves the gate at the official start of a race, and is considered a legal starter by the Stewards. Horses racing in a Breeders' Cup race are excluded from the Participation Purse.

L. Track shall be permitted to schedule the types and conditions of races (e.g. 5f on the turf for 3 and up, N1X) in its sole discretion; however, the purses for the condition (e.g. N1X) of such race shall not differ from the overnight purse schedule attached as Exhibit B without first obtaining the written approval of TOC, which will not be unreasonably withheld.

M. Track agrees that entries will be taken not less than three (3) calendar days prior to the day on which such entered horses are scheduled to run unless the TOC consents otherwise, which consent shall not be unreasonably withheld.

N. Trainers will be permitted to enter up to three (3) horses in any maiden special race, however, not to the exclusion of another unassociated horse, and, further, provided there are at least eight (8) separate wagering interests in the race;

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

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

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

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

iii. The interest earned on the Paymaster of Purses Account which was not used for Special Purses during any individual race meet during the Term shall be held by

TOC in an interest-bearing account until Track's Next Meet and then used for purses during the Track's Next Meet.

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

i. Unless subsequently and otherwise agreed to in writing by the Parties, an amount equal to thirty percent (30%) of the purse paid for finishing first through fifth, inclusive, in any open race, excluding purses for stakes races, starter allowance races, and claiming races, but including overnight stakes races, allowance races, and non-claiming maiden races shall be paid by Track from purse funds as an owner premium to the owner of a registered California-bred Thoroughbred horse which finishes first through fifth. An optional claiming race shall be considered to be an allowance race with respect to horses not entered for a claiming price. However, a Cal-Bred horse entered for a claiming price in an allowance race is entitled to the bonus provided for herein for finishing first through fifth. A Cal-Bred who has won its first condition in a race restricted to Cal-Breds is still eligible for its first condition in an open race, and is entitled to the owner premium mentioned above. Once a horse has won the first two condition allowance races (Cal-Bred and open), then the Cal-Bred win will be disregarded in future races for eligibility purposes only. The owner premium provided for herein shall be reduced by the amount of the owner premium paid to owners of California-bred Thoroughbred horses finishing first as provided in Section 19614.4(a) and (b) of the California Horse Racing Law.

ii. In the event overnight purses are increased in accordance with Section 4 of this Agreement, retroactive increases in the Cal-Bred incentive and allowance purse increase programs described in this Section will be made unless otherwise specifically agreed to by Track and TOC.

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

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

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

iii. The workout criteria that will be in effect during the Term are those criteria as listed in the first Condition Book, a copy of which is attached as Exhibit C.

iv. No owner, trainer, or veterinarian may have possession of any shockwave therapy or equivalent device while within Track's enclosure during the Term, except

as expressly authorized by Track. Any owner, trainer, or veterinarian found to be in possession of such device(s) during the Term may be excluded from the enclosure for a period of not less than 10 days, at the sole discretion of Track. The identity of any owner, trainer, or veterinarian authorized or found to be in possession of such device(s) shall be disclosed to an appropriate representative of the CHRB, TOC, and CTT within 48 hours of the device's authorization or discovery.

v. Intentionally Omitted.

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

vii. A horse that won its first condition in a race conducted at Golden Gate Fields (and has subsequently not won any other condition) is still eligible for its first condition in an allowance race at Track. Once a horse has won the first two condition allowance races (race at Golden Gate Fields and race at Track), then the Golden Gate Fields win will be disregarded in future races for eligibility purposes only. An optional claiming race shall be considered to be an allowance race with respect to horses not entered for a claiming price.

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

ix. In the event a race offered in the "Condition Book," including but not limited to a "Substitute" or other alternative race, and an "Extra" race published elsewhere receive the same number of entries, the race published in the Condition Book shall be considered the preferred race, and will be utilized before any Extra Race to make the card go. Should a drawn race or races be cancelled due to an act of God or otherwise, Track shall make every effort to offer said races to horsemen as Extra Race(s) as soon as possible. Further, said race(s) will have preference over Substitute or other alternative race(s), and Extra races published elsewhere receiving the same number of entries, Track shall make every effort to inform horsemen of such preference when races are published. Further, should Track elect to use an Extra over a filled Substitute race, it shall immediately notify TOC and explain the rationale for the decision.

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

xi. If and when allowed by government regulations: Track agrees to provide to the owner or owners of a horse competing in a race, on the day of the race, at a minimum, free clubhouse seating for a maximum of eight (8) persons per horse competing. The owner or owners of a horse competing in a stakes race, other than a Graded Stakes, shall be the guest of the racetrack in the clubhouse, and will be provided complimentary meals, excluding bar

service. On that date, the complimentary dining will be provided for a maximum of four (4) individuals per horse competing. Unless otherwise approved in advance by TOC, with regard to the running of a Graded Stakes, the owner or owners of a horse competing in that race shall be the guest of the racetrack in the clubhouse, and will be provided complimentary meals and beverages, up to a maximum of four (4) individuals per horse competing;

xii. Further, Track agrees to provide to the owner of a horse that starts in a Grade I or Grade II Stakes Race during the Term a custom "Saddle Towel." The saddle towel will be same saddle towel used in the Grade I or Grade II Stakes Race and will be embroidered with the horse's name and any other applicable logos etc., specific to the individual race. Said saddle towels will be provided at Track's expense without right of reimbursement from TOC, the individual owners, and/or their trainers. A "starter" means any horse that leaves the gate at the official start of a race, and is considered a legal starter by the Stewards.

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

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

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

9. Uniformity and Consistency.

a. Track and TOC agree to endeavor to establish consistency and uniformity for overnight purse schedules. The first Condition Book for each individual race meet which

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

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

c. Track agrees that its Racing Secretary will inform the TOC, with at least forty-eight (48) hours' notice, of when it will hold its final proof meeting to discuss the Condition Book prior to the Condition Book being sent to the printer so that the TOC can discuss in good faith any comments, questions, or proposed changes the TOC may have regarding the proposed Condition Book and so that any such agreed upon changes can be made before the Condition Book is finalized and sent to the printer.

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

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

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

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

h. Track agrees that, in the event Track enters into an agreement to conduct a promotion that affects takeout or a rebate/bonus to the public, Track will first consult with TOC and provide the details regarding said promotion. In the event that any such promotion that affects takeout or a rebate/bonus to the public has an effect on the amount of purses TOC receives, Track shall, solely to the extent of the impact on purses, obtain the TOC's prior written consent to offer such promotion that affects takeout or a rebate/bonus to the public.

10. Changes to Race and Eligibility Requirements. Except as expressly authorized herein, absent prior agreement with TOC, Track shall not, during any individual race meet which takes place during the Term, implement or put in place any change to the overnight purse structures, minimum purse awards, minimum claiming levels, or eligibility requirement, as set forth in the first Condition Book for each individual race meet which occurs during the Term, nor shall Track change or modify the conditions of the meeting set forth in Track's stall application form or contained within the first Condition Book.

11. Number of Horses in a Race.

a. When six (6) horses are entered in an allowance or overnight stakes race with six (6) separate wagering interests, and provided such horses are stabled on the grounds of either Santa Anita, or another CHRB approved auxiliary stabling facilities located in Southern California, such race shall be considered filled and shall run. It is further agreed by the Parties that the Racing Secretary has discretion to use overnight stakes, allowance, and/or high priced claiming races with five (5) separate wagering interests in order to maintain a balanced racing program, but is to notify TOC as soon as practical when doing so. For all other overnight races when seven (7) horses are entered with at least seven (7) separate wagering interests, and provided such horses are stabled on the grounds of either Santa Anita, or another CHRB-approved auxiliary stabling facilities located in Southern California, such race shall be considered filled and shall run.

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

12. Maiden and Cal-bred Races.

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

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

c. A Cal-Bred race shall not be opened up in the event there is a minimum of six (6) betting interests entered by 9:00 a.m. as Cal-Bred horses provided that such horses are stabled on the grounds of Santa Anita, or another CHRB-approved auxiliary facilities located in Southern California.

d. The provisions of Section 11 relating to listing the names of the horses that did enter shall also apply.

13. Stall Assignments.

a. Track shall, during each individual race meet which occurs during the Term, provide a minimum of 1,900 stalls in good condition for stabling. In the allocation and assignment of stall space for thoroughbreds, so long as owner is duly licensed, Track will not discriminate in any way against any owner by reason of membership of any owner in TOC, or by way of any arbitrary or capricious conduct by Track. If any owner asserts that the Stall Committee of Track shall have so discriminated on such ground or grounds, then the owner claiming to be so aggrieved shall submit his claim to TOC, for examination, and if TOC shall then believe the claim to have merit, TOC shall be entitled to present the merits of the grievance on behalf of such owner to Track.

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

c. It is the intention of Track that stall allocations shall be made primarily on the basis of the quality and condition of the horses for which stall space is requested, upon the availability of stall space, taking into consideration the character of each individual race meet which takes place during the Term and the horses and trainers suitable for the holding of such race meet. Notwithstanding the foregoing, recognizing the significant and ongoing expense increases of the current stabling and vanning system in California and the unsustainable deficits such system has created, the Parties agree to develop a sustainable economic model that prevents the use of auxiliary stabling for horses who do not participate regularly at California tracks in such manner as a reasonable person would expect for a horse receiving full stabling and vanning cost subsidies. In furtherance of the foregoing, Track agrees to meet monthly with TOC to share and review workout and start data on all horses stabled at Track and at approved auxiliary stabling sites when Track is conducting its live racing meets and to discuss the appropriate policies to implement for trainers of horses who do not start their horses on average a reasonable number of times per year in California factoring the cost to Track and TOC of providing such stabling. Track and TOC have agreed to reduce the number of days of training available at approved auxiliary facilities from seven (7) days to six (6) days.

d. At the start of its live race meet, Track shall not allocate more than forty (40) stalls to any one trainer in the aggregate at Track and at approved auxiliary stabling sites when Track is conducting its live racing meets. Following allocation of stalls which shall not

exceed forty (40) to any one trainer, should Track determine that the number of available stalls exceeds the number of qualified and eligible horses which have been allocated stalls, then and in that event, Track may allocate, on an equitable basis, up to fifty (50) stalls to any one trainer, upon written notice to TOC. The intent of this provision is to insure fair and reasonable consideration of all applications by Track, so that no one trainer may be awarded in excess of forty (40) stalls until such time as all applications for stalls for eligible and qualified horses have been reviewed, considered, and stalls have been reasonably provided to those horses which have been determined to meet Track's eligibility and qualification requirements.

e. Track agrees that its stalls will be ready, available, and allocated, and the main track and training track will, with respect to each individual race meet during the Term, be open, available, and in condition for training prior to each individual race meet during the Term at no charge to horsemen in accordance with the 2022 Southern California Stabling and Vanning Agreement which was entered into by and between TOC and Track, among other parties ("Stabling Agreement").

f. Track agrees that the main track and training track will be open, available and in condition for training at no charge to horsemen following the conclusion of each individual race meet during the Term in accordance with the Stabling Agreement.

g. Track agrees that it will keep the main track and training track in a safe condition during each individual race meet during the Term and while the main track and training track are open for training preceding and following such race meet.

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

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

16. Interrupted Racing Schedules: Force Majeure. If Track for any reason beyond its control, such as, but not limited to: an act of God; war; labor difficulties; strikes; order of any governmental authority directing cessation of racing; failure of Track to obtain the necessary racing license from the CHRB, failure of TOC to comply with TOC's obligations hereunder; and/or destruction of the racing plant of Track by fire or other casualty shall be prevented from conducting one (1) or more days of scheduled thoroughbred racing, then sums otherwise payable by Track hereunder shall be proportionately reduced for each day that Track is prevented from operating.

17. Stabling at and Vanning from Auxiliary Stabling Facilities.

a. Track shall, at least sixty (60) days prior to the opening of each individual race meet during the Term, notify the CHRB and TOC of the CHRB-approved auxiliary stabling facilities that will be acceptable to Track as auxiliary stabling facilities so long as such can be

accomplished without compensation of any nature whatsoever, direct or indirect, by Track to such facilities other than such compensation as provided in the California Horse Racing Law so long as each facility is recognized as an approved year-round training facility by the CHRB.

b. Track agrees it will provide auxiliary stall applications for horses to be stabled at auxiliary stabling facilities well in advance of the opening of each individual race meet which takes place during the Term.

c. TOC and Track agree to use their commercially reasonable efforts to cause eligible horsemen to be reimbursed promptly for vanning as provided in §§19535(b) and 19605.7(d) of the Business and Professions Code. TOC and Track further agree to support the use of the structured vanning system as outlined in the current agreement between Southern California Stabling & Vanning Committee and K.C. Horse Transport, Inc.

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

18. Accessibility to Track. Track agrees that at least one (1) gate will remain open twenty-four (24) hours daily permitting access to the backstretch for all licensed personnel. Track further agrees to permit all licensed personnel to use the designated parking area adjacent to said gate for purposes of parking personal vehicles, free of charge.

19. Anti-Monopoly Provision.

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

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

20. Credentials and Horsemen's Services.

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

b. Track further agrees to issue to all TOC Board members and its President, and authorized TOC personnel, North and South, VIP or "officials" credentials for each individual race meet during the Term, including but not limited to, an "official's" pin and clubhouse, or equivalent guest pass.

21. Training Facilities.

a. At all times during the Term when Track is scheduled to be open for training, Track will cause the main track to be open at 4:45 A.M. and to remain open until 10:00 A.M. every day of the week, unless otherwise agreed upon following consultation between Track and TOC.

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

c. Track agrees, on each day horses are stabled at Track to have available during all training hours a fully manned, licensed, and operable ambulance for injured horses. Track agrees to maintain and keep clean the ambulance throughout the duration of the Term. On all days horses are stabled at Track, Track shall maintain a fully manned, licensed, and operable ambulance on the premises during training and racing hours for persons injured on the main track, grass course, or training track, or the entrance area to or from the main track, grass course, or training track, in each case including a driver and at all times in compliance with any rule, regulation, or directive of the CHRB with regards to ambulance service, staffing, and/or emergency medical protocol. Track agrees that in the case said ambulance is unavailable for any period of time during training hours, Track, TOC, and CTT shall confer and decide on an appropriate length of time, if any, to extend training hours.

d. Track agrees, while horses are stabled at Track during the Term, to have a manned, operating starting gate for training on the main track at least six days a week.

22. Owners' Proprietary Rights.

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

horse. Track agrees it will reasonably compensate said owner or owners for the use of such name, image, or likeness.

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

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

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

e. The parties acknowledge that the proponents of the California Sports Wagering Regulation and Unlawful Gambling Enforcement Act (the "Sports Initiative") have secured sufficient signatures for this proposition to be a statewide ballot initiative on the November 2022 ballot in the form set forth on Schedule 1 and that the Sports Initiative would provide Track the ability to conduct sports wagering year round at Track on condition Track continued to conduct live Thoroughbred racing. The TOC contends that all net revenues resulted from such sports wagering activity should properly be treated in the same manner as parimutuel wagering (e.g., 50-50 split between Track and TOC purse account) given the express requirement for Track to continue to conduct live racing as an ongoing condition for the right to accept sports wagers under the Sports Initiative. TOC is hereby giving notice to Track pursuant

to this section 22(e) that it does not intend to enter into future horsemen's agreement with Track beyond this 2023 Winter/Spring Agreement that do not satisfactorily address the TOC's request for equal sharing of net revenues from wagering to be conducted by Track pursuant to the Sports Initiative. Track has not agreed to share net revenues from sports wagering by Track with the TOC pure account but acknowledges TOC's position on the issue.

23. Race Sponsorships.

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

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

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

25. Interstate Simulcasting (Export).

a. TOC's consent to interstate simulcasting is required in accordance with the Federal Interstate Racing Act of 1978. Prior to each individual race meet during the Term, Track will request the consent of TOC to simulcast its races to interstate brick and mortar locations and interstate advanced deposit wagering providers (collectively "Simulcast Locations"). Additionally, after the start of an individual race meet, Track may request TOC's consent for additional Simulcast Locations to accept the simulcast of its races. TOC consents to the simulcast of the races in accordance with the terms and conditions of TOC's consent letters, which letter TOC shall, using reasonable efforts, issue within seventy-two (72) hours (excluding Saturdays and Sundays) after receipt of such request. Said consent letters may provide for cancellation of consent by TOC at any time with at least three days prior written notice to Track for specified reasons. If Track objects to such cancellation the matter may be submitted by Track to the CHRB for hearing as provided in Section 33(d).

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

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

27. International Simulcasting (Export).

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

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

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

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

30. Fire and Disaster Insurance.

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

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

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

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

33. Mutuality.

a. Track and TOC represent to each other that they are mutually interested in the continuance, maintenance, and improvement of thoroughbred racing in the State of California and, to that end, believe it most advisable and to their mutual best interests that any future differences of opinion between them with respect to the provisions hereof, the matters covered hereby, or any other matter or thing pertaining to thoroughbred racing wherein both Parties are interested, should be settled by them, without undue publicity, by negotiation and consultation.

Each Party will cooperate with the other to promote, foster, and retain public good will toward thoroughbred racing by conducting racing on the highest possible plane through maintenance of high standard of fairness and honesty.

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

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

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

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

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

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

If to Track:

Craig Fravel
Santa Anita Park
285 W. Huntington Drive
Arcadia, CA 91007
Craig.Fravel@stronachgroup.com

With a copy to:

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

If to TOC:

Bill Nader
CEO
Thoroughbred Owners of California
285 W. Huntington Drive
Arcadia, CA 91007
bnader@toconline.com

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

38. Video Surveillance. TOC acknowledges that the restricted areas of Santa Anita Park, including, without limitation, the area commonly referred to as the "backside," which includes, without limitation, the barns, shed rows, feed sheds, tack rooms, stalls, stakes barn, and receiving barn is under continuous recorded video surveillance. TOC consents to such continuous recorded video surveillance. TOC hereby acknowledges that with respect to the continuous recorded video surveillance within the restricted areas of Santa Anita Park its horsemen have no expectation of privacy except in bathrooms and living quarters. TOC further acknowledges that Track will make copies of the footage available to the CHRB, all law enforcement agencies, and certain other parties upon reasonable request from the CHRB, such law enforcement agencies or such certain other parties. Additionally, TOC acknowledges that Track shall make copies of the footage available pursuant to the terms of a valid subpoena or order issued by a court of competent jurisdiction or by a governmental body. Tampering with the video surveillance equipment is prohibited may result in a fine and/or expulsion from Santa Anita Park.

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

40. Daily Fantasy Sports. Track and TOC acknowledge a dispute between themselves regarding the necessity of Track sharing revenues with horsemen from daily fantasy sports contests ("DFS") conducted by Track at Santa Anita Park. TOC contends that DFS is a form of wagering and as such should be treated in substantially the same manner as the distribution of revenues from pari-mutuel wagering conducted at Track. Track contends that there is no current requirement for Track to share revenues from DFS activities with TOC. In an effort to resolve this dispute, and without in any way waiving any of the above stated positions , Track and TOC

agree to engage in good faith negotiations regarding Track sharing with TOC a portion of profits derived by Track from DFS activities conducted by Track at Santa Anita Park during the Term.

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

42. Other California Matters.

a. Inclement Weather Policy. The Inclement Weather Policy that set forth in Exhibit E.

b. Race Day Medication. The Race Day Medication Agreement is set forth in Exhibit E.

43. Miscellaneous.

a. Modifications. This Agreement constitutes the entire agreement between the Parties hereto and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between the Parties. The Parties acknowledge that no representations, inducements, promises, agreements, or warranties, either oral or otherwise, have been made to them, or anyone acting on their behalf, which are not embodied in this Agreement, and that they have not executed this Agreement in reliance on any such representation, inducement, promise, agreement, or warranty. It is expressly understood and agreed that this Agreement may not be altered, amended, modified, or otherwise changed in any respect or particular whatsoever except by a writing duly executed by an authorized representative of each Party.

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

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

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

available to the Parties, whether provided by law, equity, statute, in any other agreement between the Parties, or otherwise.

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

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

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

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

[Signatures follow]

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

Los Angeles Turf Club, Incorporated	Thoroughbred Owners of California
By: Craig R Fravel	By: William A Nader
Name: Craig Fravel	Name: William A. Nader
Title: Executive Vice-Chairman	Title: President & CEO
Date: 11/10/2022	Date: November 9, 2022

Exhibit A
Stakes Schedule

Pending meetings the week of November 14, 2022

Exhibit B
Overnight Purse Schedule

Pending meetings the week of November 14, 2022

Exhibit C

Workout Criteria – See Attached

Exhibit D

Average Daily Purse Projection and Current Over/Under Payment

Exhibit E

Inclement Weather Policy

See attached.

Race Day Medication Agreement

See attached.

Exhibit F

Fire and Disaster Policy

Attached

BESSO LIMITED

CONTRACT OF INSURANCE

THOROUGHBRED OWNERS OF CALIFORNIA

Policy No: NOKS48938022

PERIOD OF INSURANCE:

From 1st May 2022 to 1st May 2023

Complaints Procedures

Besso Limited is dedicated to providing you with a high quality service and all efforts are made to ensure that we maintain this at all times. However, if you feel that we have not provided you with a first class service, please inform us immediately and we will do our very best to resolve the problem in a professional and timely manner. Our Contact details are as follows:-

Besso Limited
8-11 Crescent
London
EC3N 2LY

Telephone: + 44 (0) 020 7480 1000
E-Mail: complaints@besso.co.uk

In the event that you still remain dissatisfied and wish to make a complaint, you can refer the grievance to the Policyholder & Market Assistance, Lloyd's, who should, in most circumstances, be able to review the matter. Their contact details are as follows:-

Complaints
Lloyd's
One Lime Street,
London,
EC3M 7HA.

Telephone: +44 (0) 020 7327 5693
Facsimile: +44 (0) 020 7327 5225
E-mail: complaints@lloyds.com
Website: www.lloyds.com/complaints

Both Besso Limited and Lloyd's are authorised and regulated by the Financial Conduct Authority based at the following address:-

Financial Conduct Authority
25, The North Colonnade
Canary Wharf
London
E14 5HS

Telephone: + 44 (0) 0207 066 1000

CALIFORNIA SURPLUS LINES NOTICE 1 (POST BIND)

IMPORTANT NOTICE

1. The insurance policy that you have purchased is being issued by an insurer that is not licensed by the State of California. These companies are called "nonadmitted" or "surplus line" insurers.

2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.

3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.

4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or "surplus line" broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website www.insurance.ca.gov. Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC's internet website at www.naic.org. The NAIC - the National Association of Insurance Commissioners - is the regulatory support organization created and governed by the chief insurance regulators in the United States.

5. Foreign insurers should be licensed by a state in the United States and you may contact that state's department of insurance to obtain more information about that insurer. You can find a link to each state from

the NAIC internet website: https://naic.org/state_web_map.htm.

6. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on the NAIC's International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or "surplus line" broker to obtain more information about that insurer.

7. California maintains a "List of Approved Surplus Line Insurers (LASLI)." Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance: www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm.

8. If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker's fee charged for this insurance will be returned to you.

CALIFORNIA SURPLUS LINES NOTICE 2

This insurance is issued pursuant to the California Insurance Code, Sections 1760 through 1780, and is placed in an insurer or insurers not holding a Certificate of Authority from or regulated by the California Insurance Commissioner.

LMA9030
01 September 2013

CALIFORNIA COMPLAINTS NOTICE

To request assistance or make an initial complaint, you should contact the Broker referred to in the Claims Notification set forth in the RISK DETAILS.

In the alternative, or if you are dissatisfied with the resolution of your complaint by the above party, you may wish to contact the Lloyd's Complaints Department at:

Lloyd's Complaints Department
c/o Lloyd's America Inc.
280 Park Avenue,
East Tower, 25th Floor,
New York, NY 10017,
USA

Phone: 1-844-849-7828
Email: complaints@lloyds.com

The California Department of Insurance should be contacted only after discussions with the insurer, its agent, or representative, have failed to produce a satisfactory resolution. You may contact the California Department of Insurance to obtain information on your rights or make a complaint at:

Consumer Hotline
1-800-927-4357 (HELP)

TDD Number
1-800-482-4833 (TTY)

California Department of Insurance
Consumer Services Division
300 South Spring Street, South Tower
Los Angeles, CA 90013

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SECTION I

ENDORSEMENTS

Endorsements attaching after issuance of this Contract of Insurance to be inserted after this page.

SECTION II

RISK DETAILS

INFORMATION

SECURITY DETAILS / SIGNING SCHEDULE

RISK DETAILS

UNIQUE MARKET REFERENCE: B0595NOKS48938022

POLICY NUMBER: NOKS48938022

TYPE: Fire and Disaster – Restricted Perils only including California Earthquake, but excluding Wildfire.

INSURED: **Thoroughbred Owners of California,**
The California Thoroughbred Trainers,
The Federation of California Racing Associations
('TOC') and all its Members and Affiliates

Mailing Address: c/o Del Mar Thoroughbred Club
P.O. Box 700,
Del Mar,
CA 92014

PERIOD: From: 1st May 2022

To: 1st May 2023

both days at 12.01 a.m. Local Standard Time at the location of the property insured.

INTEREST: Bloodstock at or whilst in direct transit between any specified locations (bloodstock defined as thoroughbreds, Arabians, Quarter Horses, and Paint Horses which are racing and/or training for racing and stable ponies which is used in the racing and/or training of same horses).

SUM INSURED: Any one horse: up to a maximum of USD 25,000.

Any one occurrence: up to a maximum of USD 300,000.

In the annual aggregate: up to a maximum of USD 1,500,000.

EXCESS OF Deductibles.

DEDUCTIBLES: Any one racehorse: USD 1,000 (not exceeding USD 1,000 any one TOC member any one occurrence).

Any one occurrence: USD 25,000 (with a maximum aggregate deductible of USD 50,000).

SUBJECTIVITIES: Confirmation no changes in loss record prior to renewal date.
Confirmation Stall/Races SOV is correct for 2022 year as per Appendix 1.

SUBLIMITS: Any one racehorse (2 year old and older, raced/unraced): up to a maximum of USD 25,000: Fair Market Value of the horse to apply in the event of loss.

Any one stable pony: USD 1,000.

Tack per insured racehorse or stable pony USD 500, not exceeding USD 5,000 any one TOC member any one occurrence.

SITUATION: California, U.S.A; as per schedule as attached in Appendix 1 and agreed by Underwriters.

CONDITIONS: Restricted Perils - Wording: Lloyd's Equine Policy (Restricted Perils) NMA 2829 – amended as attached and agreed by MKL Syndicate 3000 plus:-

Condition 9 of the Policy is amended to read as follows:
If at the time of death or HUMANE DESTRUCTION of the HORSE the INSURED has any other insurance in force in respect of the HORSE, whether or not such insurance is valid or collectable, the Underwriters shall be released from all liability in connection with the HORSE, unless the agreement of the Underwriters to such other insurance has been obtained and has been endorsed to this Insurance. If the HORSE is insured elsewhere, the Underwriters shall only be liable under this Insurance for the excess beyond any amount insured by such other insurance in respect of such HORSE up to the FAIR MARKET VALUE, whether or not such other insurance is valid or collectible, subject to the maximum Sum Insured any one animal as stated in this Policy (Risk Details).

This Policy excludes the peril of Wildfire.

Loss Occurrence Clause – as attached.

Collision Clause – as attached.

NMA2918 - War and Terrorism Exclusion Endorsement.

LMA5407 – Cyber Exclusion Endorsement (Equine and Livestock)

LMA3100 - Sanction Limitation And Exclusion Clause.

CL370 - Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical And Electromagnetic Weapons Exclusion Clause.

U.S. Terrorism Risk Insurance Act of 2002 as amended Not Purchased Clause – LMA 5390

Coronavirus Exclusion - LMA5391

Six month update on stall numbers and state breakdown – due 1st November, 2022. To be agreed by MKL Syndicate 3000. If increase is over 15%, Additional Premium may be due.

NOTIFICATION OF CLAIMS TO: Insurance Office of America
2180 Harvard Street, #450,
Sacramento,
California 95815

NOTICES:

Data Protection Short Form Information Notice LMA9151 amended
California Notice LMA9098B
California Surplus Lines Notice 2 LMA9030
California Complaints Notice LMA9136A

CHOICE OF LAW AND JURISDICTION:

This Insurance shall be governed by and construed in accordance with the law of California, U.S.A. and jurisdiction shall be subject to the provisions of the Service of Suit Clause (U.S.A.) (LMA5020) naming:

Service of Suit Nominee:

Lloyds Nominee: Foley & Lardner LLP, 555 California Street, Suite 1700, San Francisco, CA 94104-1520.

PREMIUM:

USD 35,500 (100%) Annual

PREMIUM PAYMENT TERMS:

PREMIUM PAYMENT CONDITION

PPC TOR (4/86)
It is a condition of this Contract of Insurance that the premium due at inception must be paid to and received by Insurers on or before Midnight on the 30th June 2022

If this condition is not complied with then this Contract will terminate on the above date with the Insured hereby agreeing to pay a premium calculated at not less than pro rata temporis but full policy premium shall be payable to Insurers in the event of loss prior this Contract being cancelled.

TAXES PAYABLE BY THE INSURED AND ADMINISTERED BY INSURERS:

None.

INSURER CONTRACT DOCUMENTATION:

This document contains the contract terms entered into by the insurers and constitutes the contract document.

This contract is subject to US state surplus lines requirements. It is the responsibility of the surplus lines broker to affix a surplus lines notice to the contract document before it is provided to the Insured. In the event that the surplus lines notice is not affixed to the contract document then the insured should contact the surplus lines broker.

No further contractual documentation will be issued unless specifically requested by either the Insured or by Underwriters herein.

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INFORMATION

The following information was provided to Insurer(s) to support the assessment of the risk at the time of underwriting:

Operations:

Horse Racing Operations.

Number of stalls at inception: 9,380 (as per attached – **Appendix 1**)

Loss record:

One loss since 2009 – December 2017 (2017/18 policy year) due to Californian Wildfires (location – San Luis Rey Downs): total loss being USD 300,000.

Underwriting Submission including Schedule of Values as held on file with Besso Limited and seen by Insurer(s) hereon.

APPENDIX 1

Thoroughbred Meetings - Northern Zones			
Location	**Meeting dates (DD/MM/YY DD/MM/YY)**	**Stalls**	**Comments**
Golden Gate Fields	TBC	1,500	
Golden Gate Fields	TBC	1,500	
Golden Gate Fields	TBC	1,500	
Quarter Horse Meetings - Statewide	**Harness Meetings - Statewide**		
Location	**Meeting dates (DD/MM/YY DD/MM/YY)**	**Stalls**	**Comments**
Los Alamitos	TBC	1,500	
Harness Meetings - Statewide			
Location	**Meeting dates (DD/MM/YY DD/MM/YY)**	**Stalls**	**Comments**
Cal Expo	TBC	500	
Cal Expo	TBC	500	
Fair Meetings - Statewide			
Location	**Meeting dates (DD/MM/YY DD/MM/YY)**	**Stalls**	**Comments**
Pleasanton	TBC	680	Only open during race season
State Fair (Cal Expo)	TBC	500	Only open during race season
Santa Rosa	TBC	400	Only open during race season
Ferndale	TBC	300	Only open during race season
Fresno	TBC	300	Only open during race season
Los Alamitos (Los Angeles County Fair)	TBC	1,500	
	Total:	**9,380**	

SECURITY DETAILS

(RE)INSURERS LIABILITY CLAUSE

(Re)insurer's liability several not joint
The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability
Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

LMA3333
21 June 2007

MODE OF EXECUTION CLAUSE

This contract and any changes to it may be executed by:

a. electronic signature technology employing computer software and a digital signature or digitiser pen pad to capture a person's handwritten signature in such a manner that the signature is unique to the person signing, is under the sole control of the person signing, is capable of verification to authenticate the signature and is linked to the document signed in such a manner that if the data is changed, such signature is invalidated;

b. a unique authorisation provided via a secure electronic trading platform

c. a timed and dated authorisation provided via an electronic message/system;

d. an exchange of facsimile/scanned copies showing the original written ink signature of paper documents;

e. an original written ink signature of paper documents (or a true representation of a signature, such as a rubber stamp).;

The use of any one or a combination of these methods of execution shall constitute a legally binding and valid signing of this contract. This contract may be executed in one or more of the above counterparts, each of which, when duly executed, shall be deemed an original.

ORDER HEREON: 100% of 100%

BASIS OF WRITTEN LINES: Percentage of Whole.

SIGNING PROVISIONS: In the event that the written lines hereon exceed 100% of the order, any lines written "to stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the insurers.

However,

a) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;

b) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the insured and all insurers whose lines are to be varied. The variation to the contracts will take effect only when all such insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.

INSURERS WRITTEN LINES:

1. In a co-insurance placement following (re)insurers may, but are not obliged to, follow the premium charged by the lead (re)insurer.

2. (Re)insurers may not seek to guarantee for themselves terms as favourable as those which others subsequently achieve during the placement.

This information can be found within the Security Schedule/Signed Line Pages

SECTION III

TERMS AND CONDITIONS

LLOYDS EQUINE POLICY
(Restricted Perils)

Words and terms appearing in all capital letters (other than headings) are defined in the GLOSSARY below.

The use of the word “his” “him” or “he” means: his, him, he, hers, her, she and their, as applicable.

GLOSSARY

As used herein:

1. FAIR MARKET VALUE means:

   The price at which ownership of the HORSE would change between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of relevant facts.

2. HORSE means:

   Whole or part interest of the HORSE or HORSES specified in the Schedule.

3. HUMANE DESTRUCTION means:

   a) that the HORSE incurs an injury or is afflicted with an excessively painful disease, and a VETERINARIAN appointed by the Underwriters shall first have given a certificate that the suffering of the HORSE is incurable and so excessive that immediate destruction is imperative for humane reasons; or

   b) that the HORSE incurs an injury and a VETERINARIAN appointed by the INSURED shall first have given a certificate that the suffering of the HORSE is incurable and so excessive that immediate destruction is imperative for humane reasons without waiting for the appointment of a VETERINARIAN by the Underwriters.

4. INSURED means:

   The person(s), partnership, corporation or organization specified in the Schedule.

5. VETERINARIAN means:

   A veterinary surgeon experienced in equine practice with a currently valid license, issued by the appropriate government agency, allowing him to practice veterinary medicine.

6. POST-MORTEM means:

   A post-mortem, which shall include a necropsy examination, made by a VETERINARIAN to establish the cause of death or the reason for the HUMANE DESTRUCTION of the HORSE.

INSURING AGREEMENT

The Underwriters agree that, subject to the following terms and conditions, in the event of the death or HUMANE DESTRUCTION of the HORSE resulting solely from one or more of the following named perils:

a) fire (excluding wildfire), lightning, explosion or smoke resulting therefrom;

b) collision, derailment or overturning of the conveyance in which the HORSE is being conveyed by railroad;

c) sinking, burning or collision of vessels in or on which the HORSE is being conveyed in respect of inland waterways only;

d) collision or overturning of the road vehicle in which the HORSE is being conveyed;

e) accident to an aircraft in which the HORSE is being conveyed; or

f) windstorm, hail, earthquake, flood or objects falling from aircraft,

and occurring:

i) during the period of this Insurance; or

ii) for insurances with an annual period or longer only, within ninety (90) days after the expiration of this Insurance as a result of any accident, from a named peril, occurring during the period of this Insurance, and subject to immediate written notice of such accident having been given to the Underwriters and before the expiration of this Insurance,

the Underwriters will indemnify the INSURED in respect of the FAIR MARKET VALUE of the HORSE at the time of the injury, from a named peril, causing its death or HUMANE DESTRUCTION, up to but not exceeding the limit of the Underwriters' liability specified in the Schedule.

INSURED'S AGREEMENT

The INSURED agrees to adhere to all of the terms and conditions of this Insurance and agrees that failure to satisfy any terms and conditions of this Insurance shall release the Underwriters from all liability for individual claims or from this Insurance entirely as stated in Condition 11.

EXCLUSIONS

1. This Insurance does not cover intentional slaughter whether by or under the order of any government or public or local authority or any person or body having or claiming jurisdiction in the matter or otherwise.

   The Underwriters will not invoke this exclusion:

   a) where the Underwriters shall have expressly agreed to the destruction of the HORSE; or

   b) in the case of HUMANE DESTRUCTION;

2. This Insurance does not cover death or HUMANE DESTRUCTION directly or indirectly caused by, happening through, in consequence of or contributed to by one or more of the following:

   a) any surgical operation unless conducted by a VETERINARIAN and certified by him to have been necessitated solely as a result of a named peril occurring during the period of this Insurance, and to have been carried out in an emergency attempt to save the HORSE'S life; or

   b) the administration of any medication unless by a VETERINARIAN (or experienced personnel directed by him) and certified by that VETERINARIAN to have been necessitated solely as a result of a named peril occurring during the period of this Insurance. As used in this Insurance, medication includes any drug, hormone, vitamin, protein or other substance other than unadulterated food or drink; or

   c) malicious or willful injury or intentional acts or omissions by the INSURED, his family, representatives, agents, employees, bailees or other persons who have care, custody or control of the HORSE; or

   d) failure by the INSURED, his family, representatives, agents, employees, bailees or other persons who have care, custody or control of the HORSE to provide proper care and attention to the HORSE; or

   e) the use of the HORSE for any purpose other than that specified in the Schedule.

3. This Insurance does not cover death or HUMANE DESTRUCTION directly or indirectly caused by, happening through, in consequence of or contributed to by one or more of the following:

   a) Radioactive contamination; or

   b) confiscation or nationalization or requisition by or under the order of any government or public or local authority or any person or body having or claiming jurisdiction in the matter, or

   c) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, strikes, riots or or civil commotion.

   d) Wildfire

   In any claim, and in any action, suit or proceeding to enforce a claim for death or HUMANE DESTRUCTION under this Insurance, the burden of proving that the death or HUMANE DESTRUCTION does not fall within Exclusion 3(a), (b), or (c) shall be upon the INSURED.

CONDITIONS

1. It is a condition precedent to any liability of the Underwriters that at the commencement of this Insurance the HORSE is, with the exception only of those conditions which have been completely and accurately disclosed to and accepted in writing by the Underwriters, in sound health and free from any illness, disease, lameness, injury or physical disability whatsoever.

   This condition precedent shall also apply in respect of:

a) any additional sums insured on the HORSE already insured; and/or

b) any HORSE added to this Insurance; and/or

c) any other extension of or addition to coverage.

In any of the above cases (a), (b) or (c), this condition precedent must be satisfied as of the date of such increase, addition or other extension of or addition to coverage.

2. It is a condition precedent to any liability of the Underwriters that, at the commencement of this Insurance (or any increase, addition or other extension to coverage), the INSURED is the sole owner of the HORSE. This Insurance shall cease to cover the HORSE immediately when the INSURED sells the HORSE or parts with any interest in the HORSE, whether temporarily or permanently.

3. In the event that at any time during the period of this Insurance the HORSE is:

a) entered or raced in any claiming race where the claiming price is less than the Underwriters' limit of liability specified in the Schedule, then the Underwriters' limit of liability shall automatically be reduced to a sum not exceeding the lowest amount for which the HORSE could have been claimed or sold in such race; or

b) entered into a public auction but not sold and the Underwriters' limit of liability specified in the Schedule exceeds the highest amount bid at such public auction, then the INSURED shall inform the Underwriters in writing within seven (7) days thereafter and shall substantiate any limit of liability which exceeds the highest bid at such public auction, or the Underwriters' limit of liability specified in the Schedule will automatically reduce at the expiration of seven (7) days to the highest amount bid at such auction.

In the event that the Underwriters' limit of liability specified in the Schedule is reduced under this condition, the INSURED shall be entitled to a return of premium on the amount by which this Insurance shall have been reduced, calculated on a pro rata basis from the date of such reduction.

4. It is a condition precedent to any liability of the Underwriters that, during the entire period of this Insurance, the HORSE shall remain within the Continental United States of America or Canada including transits therein and between.

5. It is a condition precedent to any liability of the Underwriters that:

a) in the event of any lameness, illness, disease, injury, accident or physical disability whatsoever as a result of a named peril occurring during the period of insurance to the HORSE, the INSURED shall immediately at his own expense employ a VETERINARIAN and shall, if required by the Underwriters, allow removal of the HORSE for treatment; and

b) in the event of the death or HUMANE DESTRUCTION as a result of a named peril occurring during the period of insurance of the HORSE, the INSURED shall immediately at his own expense arrange for a POST-MORTEM to be done by a VETERINARIAN to establish the cause of death and submit a copy of the report to the Underwriters as soon as possible after the death or HUMANE DESTRUCTION of the HORSE; and

c) in the event of either 5a) or b), the INSURED shall immediately give notice by telephone or telecopy to the person or persons specified for the

purpose in the Schedule, who will instruct a VETERINARIAN on the Underwriters' behalf, if deemed necessary; and

d) the Underwriters reserve their rights to have a POST-MORTEM carried out by their VETERINARIAN.

6. After receiving permission from the Underwriters, the INSURED shall arrange for the removal and disposal of the remains of the HORSE at his own expense. The Underwriters are entitled to receive any money recoverable by the INSURED in excess of the removal and disposal costs if the remains are sold.

7. It is a condition precedent to any liability of the Underwriters that the INSURED shall file with the Underwriters a detailed sworn proof of loss within sixty (60) days after the death or HUMANE DESTRUCTION of the HORSE.

8. It is a condition precedent to any liability of the Underwriters that the INSURED shall at all times cooperate with the Underwriters and their representatives in the adjustment and investigation of any claim or potential claim by:

a) providing the Underwriters and their representatives with access to any person(s), information, records and documents they may require; and

b) the INSURED, his family, representatives, agents, employees, bailees or other persons having care, custody or control of the HORSE submitting to examinations under oath, if required by the Underwriters.

9. If at the time of death or HUMANE DESTRUCTION of the HORSE the INSURED has any other insurance in force in respect of the HORSE, whether or not such insurance is valid or collectable, the Underwriters shall be released from all liability in connection with the HORSE, unless the agreement of the Underwriters to such other insurance has been obtained and has been endorsed to this Insurance. If the HORSE is insured elsewhere, the Underwriters shall only be liable under this Insurance for the excess beyond any amount insured by such other insurance in respect of such HORSE up to the FAIR MARKET VALUE, whether or not such other insurance is valid or collectible, subject to the maximum Sum Insured any one animal as stated in this Policy (Risk Details)..

10. If the Underwriters make any payment under this Insurance, then the Underwriters shall be subrogated, to the extent of such payment, to all rights and remedies of the INSURED against any party and shall be entitled at their own expense to sue in the name of the INSURED.

The INSURED shall execute all documents and give to the Underwriters all such assistance as the Underwriters may require to secure such rights and remedies. The INSURED shall do nothing to jeopardize or extinguish the Underwriters’ rights of subrogation.

IMPORTANT NOTE

Any breach of any of the above Conditions 1 through 10 and/or any one or more of the additional conditions set forth in any endorsement to this Insurance, whether the INSURED has personal knowledge of such circumstances or events or such knowledge is confined to his family, representatives, agents, employees, bailees or other persons who have care, custody or control of the HORSE, shall render the INSURED's claim null and void and release the Underwriters from all liability.

11. This Insurance is null and void and the Underwriters are released from all liability hereunder if the INSURED has:

    a) concealed, misrepresented, omitted and/or failed to disclose any material fact or circumstance relating to this Insurance; and/or

    b) made any claim knowing the same to be false or fraudulent, as regards amount or otherwise.

12. Cancellation

    a) This Insurance may be cancelled on a short rate basis as set out below at the written request of the INSURED stating at what date thereafter such cancellation is to be effective.

    Short Rate Scale (being the Underwriters' retained premium)

up to 3 months	40% of annual rate
up to 6 months	70% of annual rate
up to 9 months	85% of annual rate
over 9 months	100% of annual rate

    b) This Insurance may be cancelled by the Underwriters at any time by mailing written notice to the INSURED's address as shown in the Schedule, stating a date at least five (5) days from the date of the notice when cancellation will be effective. In such case the Underwriters shall return the paid premium less the earned portion calculated on a pro rata basis from the date of such cancellation.

    c) If a loss is paid on the HORSE whether by settlement, compromise or otherwise, no return of premium shall be allowed in respect of the HORSE.

13. Provided that coverage under this Insurance has been admitted in writing by the Underwriters and the only dispute between the INSURED and the Underwriters is the FAIR MARKET VALUE of the HORSE, then the dispute shall be submitted to and resolved by three arbitrators selected from the panel of Arbitrators of the American Association of Arbitrators (AAA), in accordance with the Commercial Arbitrators Rules of the AAA in effect at the time of such dispute.

    Such arbitration will be the exclusive remedy available to the parties in order to resolve a dispute as to the FAIR MARKET VALUE of the HORSE. The INSURED, however, may not initiate such arbitration against the Underwriters unless the INSURED has first complied with all of the terms and conditions of this Insurance and has given written notice to the Underwriters of his intention to arbitrate within twelve months from the date of loss of the HORSE.

    Any such arbitration proceeding shall be held at an Office of the AAA which is closest to where the INSURED resides, or as agreed by the Arbitrators.

    All administrative fees and expenses of the AAA and the Arbitrators' fees shall be shared equally between the INSURED and the Underwriters, subject to the final apportionment by the Arbitrators in the award. Attorney fees and witness fees shall be paid by the party incurring them.
    The INSURED and the Underwriters shall both be entitled to conduct and obtain discovery as provided for by the Federal Rules of Civil Procedure prior to any hearings conducted by the Arbitrators. Any disputes arising out of or in connection with such discovery shall be submitted to the Arbitrators for determination.

Any award rendered by the Arbitrators shall be final and binding upon the INSURED and the Underwriters and may be entered in any Court of competent jurisdiction.

14. It is agreed that in the event of the failure of the Underwriters to pay any amount claimed to be due, the Underwriters, at the request of the INSURED, will submit to the jurisdiction of any Court of competent jurisdiction within the United States. Nothing in this clause constitutes or should be understood to constitute a waiver of the Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or any State in the United States. It is further agreed that service of process in such suit may be made upon the person named in the Schedule and that in any suit instituted against any one of them upon this Insurance, the Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

    The person(s) on whom service of process may be made is/are named in the Schedule and is/are authorized and directed to accept service on behalf of the Underwriters in any such suit and/or upon the request of the INSURED to give a written undertaking to the INSURED that he will enter a general appearance upon the Underwriters' behalf in the event such a suit shall be instituted.

    Further, pursuant to any statute of any State, territory or district of the United States which makes provision therefor, the Underwriters designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any law process in any action, suit or proceeding instituted by or on behalf of the INSURED or any beneficiary hereunder arising out of this Insurance, and designate the person(s) named in the Schedule, to whom the said officer is authorized to mail such process or a true copy thereof.

15. The INSURED may not bring legal action against the Underwriters unless the INSURED has first complied with all the terms and conditions of this Insurance and commenced such legal action within twelve months from the date of loss of the HORSE.

15. Terms of this Insurance which are in conflict with the laws of the state or country in which this Insurance is issued are hereby amended to conform to such laws.

NMA2829 (amended)

LOSS OCCURRENCE CLAUSE

The term ‘Loss Occurrence’ shall mean the sum of all individual losses directly occasioned by any one disaster, accident, or loss or series of disasters, accidents, or losses arising out of one event, which occurs within the territorial limits of the policy.

However, the duration and the extent of any one ‘Loss Occurrence’ shall be limited to all individual losses sustained by the INSURED occurring during the period of 14 consecutive days arising out of and directly assigned by the same event except that the term ‘Loss Occurrence’ shall be further defined as follows:

i) As regarding fire, lightning, explosion, windstorm, hail, flood, all individual losses sustained by the Company occurring during any period of 14 consecutive days arising out of and directly occasioned by the same event.

iii) As regards earthquake (the epicentre of which need not necessarily be within the Territorial Limits referred to in the Schedule) and fire following directly occasioned by the earthquake, only those individual fire losses which commence during the period of 14 consecutive days may be included in the ‘Loss Occurrence’.

It is agreed that the Assured may choose the date and time when any such period of consecutive days commences, provided that it is not earlier than the date and time of the occurrence of the first recorded loss sustained by the INSURED arising out of that disaster, accident, or loss and provided that only one such period of 14 consecutive days shall apply to one event.

It is understood that losses arising from a combination of two or more perils as a result of the same catastrophe shall be considered as having arisen from one ‘Loss Occurrence’. Notwithstanding the foregoing, the limitations as stated above shall not be exceeded as respects the applicable perils.

MKL-LOC

COLLISION CLAUSE

Through Collision or derailment or overturn of a vehicle on which the INSURED property is being transported to and/or from a qualifying facility as indicated on Covered Locations within **Appendix 1** to and/or from another qualifying facility as indicated on Covered Locations within **Appendix 1** or a Public Training Centre and/or Private Farm which is listed on Covered Locations within **Appendix 1** and qualifies for the "Race and Return" collision provisions of this policy ONLY, provided the following information has been supplied by said Public Training Centre and/or Private Farm to the Thoroughbred Owners of California and the INSURER.

i) Name of Public Training Centre and/or Private Farm ("Facility");

ii) Address of Facility;

iii) Length of time Facility has been in operation;

iv) Name of principal owner of Facility;

v) List of race track(s) that horsemen at Facility most often ship to and from;

vi) Name of transport company(ies) and equipment used for the transport of horses at the Facility;

vii) Any claims or accidents of van drivers servicing the Facility in the past three (3) years;

viii) Average number of round.

WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

(1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

(2) any act of terrorism.
For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event of any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

NMA2918
08/10/2001

CYBER EXCLUSION ENDORSEMENT (EQUINE AND LIVESTOCK)

This policy does not cover any loss, damage, liability, claim, cost, fee or expense caused by:

i. the use of, or inability to use;
ii. any error or omission relating to the use of; or
iii. any hoax or threat relating to the use of;

any application, process or software.

LMA5407
27 November 2019

SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA3100

15 September 2010

CORONAVIRUS EXCLUSION

Your Insurance Policy does not cover any claim in any way caused by or resulting from:

a) Coronavirus disease (COVID-19);
b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
c) any mutation or variation of SARS-CoV-2;
d) any fear or threat of a), b) or c) above.

LMA5391
04 March 2020

INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
   1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

   1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

   1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like eaction or radioactive force or matter

   1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes

   1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

CL370

10/11/2003

U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED NOT PURCHASED CLAUSE

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

It is hereby noted that the Underwriters have made available coverage for “insured losses” directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended (“TRIA”) and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

LMA5390

09 January 2020

SERVICE OF SUIT CLAUSE (U.S.A.)

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within this Policy. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance (or reinsurance).

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon the Nominee stated in the RISK DETILS and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

LMA5020
14/09/2005

SECURITY DETAILS

REFERENCES

UMR (Unique Market Reference): B0595NOKS48938022

Date contract printed to PDF: 17:44 29 April 2022

SIGNED UNDERWRITERS

Markel International

MARKEL®

MKL 3000

100.000000% **Written**

C	F	6	5	3	1	A	2	2	E	A	A			

NB

100.000000% **Signed**

17:41 29 April 2022
Lloyd's Underwriter Syndicate No. 3000 MKL, London, England
Ollie Atkin
Bound as Slip Leader, Lloyd's Leader

Schedule 1

Sports Wagering Initiative

Attached



Race Meet Agreement

Fall 2022

Between

Pacific Racing Association

And

California Thoroughbred Trainers

October 19, 2022 – December 20, 2022

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

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

RECITALS

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

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

C. CTT is the duly organized trainers' association recognized by Track and the California Horse Racing Board ("CHRB") as having authority to negotiate and covenant with Track pursuant to Article 22, Chapter 4, Title 4, of the Administrative Code of the State of California.

D. Track and CTT, in an effort to stabilize certain phases of the business of thoroughbred racing for the purpose of avoiding controversies between them which might interfere with the orderly commencement and conduct of race meetings to the detriment of Track, CTT, and its members, and for the purpose of providing for an orderly and uniform method of dealing with issues involving the racetrack, track safety, the backstretch, and the welfare of trainers and other backstretch personnel, have reached an understanding with reference to the foregoing and other matters and things hereafter specified, and desire to incorporate their understanding in writing.

AGREEMENT

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

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

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

3. CTT Distributions.

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

b. The sums payable pursuant to this Section 3 shall be paid on Friday of each week during the Term; the final payment shall be made on or before 10 calendar days following the close of each individual race meet which takes place during the Term. All such payments shall be based upon actual receipts by Track of amounts payable as purses. In the event any payment is not made within 10 days from its due date, interest shall accrue from the initial due date at the rate of ten percent (10%) per annum until such payment is made.

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

4. Condition Book.

a. Track agrees that its Racing Secretary will inform the CTT, with at least forty-eight (48) hours' notice, of when it will hold its final proof meeting to discuss the "Condition Book" prior to the Condition Book being sent to the printer so that the CTT can discuss in good faith any comments, questions, or proposed changes the CTT may have regarding the proposed Condition Book and so that any such agreed upon changes can be made before the Condition Book is finalized and sent to the printer.

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

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

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

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

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

6. Stall Assignments.

a. Track shall during each individual race meet which occurs during the Term provide the number of stalls as required pursuant to its license to conduct a race meet. In the event that stalls at an off-site location are required for Track to comply with the number of stalls required pursuant to its license, such stalls will be in good condition for stabling and approved by CHRB; provided, however, that stalls at the off-site location will only be made available so long as such can be accomplished without compensation of any nature whatsoever, direct or indirect, by Track other than such compensation as provided for under the Stabling and Vanning Fund as set forth in the California Horse Racing Law.

b. Track agrees to use its commercially reasonable efforts to provide stalls to horses that are in a condition to train and run at each individual race meet which occurs during the Term. Stalls will be allocated and made available, without charge, to those thoroughbred horses for which Track's Racing Secretary has approved stalls. Stalls shall be assigned only to trainers engaged in the care and training of thoroughbreds which Track has approved and to which Track has allocated stalls to prepare for racing. Track's obligations to furnish and allocate stalls shall be subject to Track's right to withdraw stalls allocated to horses not currently approved for racing or preparation for racing, or not actually training for racing, or for Track's needs for access to such stalls for repairs, maintenance, and construction. CTT members shall cooperate with Track to provide reasonable access to occupied stalls for necessary repairs, maintenance, and construction. The name of any trainer not cooperating with reasonable access shall be provided to CTT within 24 hours of such non-cooperation. Track will assure that stalls being repaired will be substituted for by other stalls at Track's cost, if applicable. Prior to the stable area opening for occupancy, as set forth in subsection (f) below, and at any other time upon CTT's request, Track shall provide to CTT a detailed report (by barn and stall number) of all significant repairs and improvements accomplished within the prior 60 days. Track and CTT agree that structural and infrastructure repairs and maintenance to enhance equine and human safety shall have priority over other improvement projects.

c. It is the intention of Track that stall allocations shall be made primarily on the basis of the quality and condition of the horses for which stall space is requested, upon the availability of stall space, and taking into consideration the character of each individual race

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

d. Track shall not allocate more than sixty (60) stalls to any one trainer. Following allocation of stalls which shall not exceed sixty (60) stalls to any one trainer, should Track determine that the number of available stalls exceeds the number of qualified and eligible horses which have been allocated stalls, then and in that event, Track may allocate, on an equitable basis, up to seventy-five (75) stalls to any one trainer. The intent of this provision is to ensure fair and reasonable consideration of all applications by Track, so that no one trainer may be awarded in excess of sixty (60) stalls until such time as all applications for stalls for eligible and qualified horses have been reviewed, considered, and stalls have been reasonably provided to those horses which have been determined to meet Track's eligibility and qualification requirements. Notwithstanding the foregoing, the sixty (60) stall limitation shall be increased to seventy-five (75) stalls if it can be demonstrated that a trainer allocated seventy-five (75) stalls has a history of starting twice as many horses as trainers allocated sixty (60) stalls.

e. Track agrees that its stalls will be ready, available, and allocated, and the main track will, with respect to each individual race meet during the Term, be open, available, and in condition for training at no charge to horsemen three days before and two days after each individual race meet which occurs during the Term.

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

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

8. Exclusion/Suspension of a Trainer.

a. Bases, Legal Standard.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Interrupted Racing Schedules: Force Majeure. If Track for any reason beyond its control such as, but not limited to: an act of God; war; labor difficulties; strikes; order of any governmental authority directing cessation of racing; failure of Track to obtain the necessary racing license from the CHRB; and/or destruction of the racing plant of Track by fire or other casualty, and Track is thereby prevented from conducting one (1) or more days of scheduled thoroughbred racing, then sums otherwise payable by Track for the missed racing day shall not be due and payable.

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

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

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

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

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

d. Track agrees to provide a regulatory veterinarian at such auxiliary stabling facility on an "as needed" basis to provide trainers and owners the opportunity to have any horse or horses removed from the vet's list.

13. Accessibility to Track. Track agrees that at least one (1) gate will remain open twenty-four (24) hours daily permitting access to the backstretch for all licensed personnel. Track further agrees to permit all licensed personnel to use the designated parking area adjacent to said gate for purposes of parking personal vehicles, free of charge.

14. Anti-Monopoly Provision.

a. Track acknowledges CTT's interest in assuring that horsemen will during the Term have the opportunity to procure and receive supplies, services, utilities, transportation, and other facilities required by the horsemen at a competitive cost or price usually available in a free enterprise marketplace. Accordingly, Track agrees not to limit this free enterprise system of competitive service and supply to the horsemen by means of Track entering into any agreement or otherwise seeking to establish or impose upon the horsemen a monopoly of restrictive servicemen or suppliers who would have exclusive access to the horsemen's needs or requirements, without first obtaining the consent of the CTT, which consent shall not be unreasonably withheld.

b. CTT acknowledges that Track must provide, maintain, and control reasonable access to and from Track property; security for persons and property; traffic regulation; and numerous other activities related to the racing industry. Accordingly, CTT agrees that Track may, for a reasonable and proper cause, restrict or prohibit any serviceman, supplier, or vendor from having access to the grounds and the horsemen, provided that CTT will be given a minimum 24-hour prior written notice by Track that a particular serviceman, supplier, or vendor will be denied further access or privileges to Track grounds or property. Notwithstanding anything to the contrary herein, Track shall have the right to enforce the provisions of its contract with WestWalk Inc. to be the exclusive provider of hot walking machines.

15. Credentials.

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

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

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

16. Training/Stabling/Employee Housing Facilities.

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

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

c. Track agrees, on each day horses are stabled at Track, to have available during all training hours a fully manned, licensed, and operable ambulance for injured horses. Track agrees to maintain and keep clean the ambulance throughout the duration of the Term. On all days in which horses are stabled at Track, Track shall maintain a fully manned, licensed, and operable ambulance on the premises during training and racing hours for persons injured on the racing surface or turf course, or the entrance area to or from the racing surface or turf course, in each case including a driver and at all times in compliance with any rule, regulation, or directive of the CHRB with regards to ambulance service, staffing and/or emergency medical protocol. Track shall continue to employ its "Emergency Medical Plan" for racing and training hours. Track agrees that in case said ambulance is unavailable for any period of time during training hours, Track, TOC, and CTT shall confer and decide on an appropriate length of time, if any, to extend training hours.

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

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

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

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

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

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

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

17. Track Safety.

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

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

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

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

18. Signage & Trainer's Proprietary Rights.

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

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

19. Fire and Disaster Insurance.

a. Track is not responsible for the purchase of any insurance policy covering horses and/or property owned by the members of the CTT. However, in the event that all of the members of the California Thoroughbred racing industry decide to cooperate in the purchase of a fire and disaster insurance policy which covers horses and/or property owned by the members of the CTT which are stabled or located at Track, Santa Anita Park, Del Mar, Los Alamitos (Thoroughbred), or San Luis Rey Downs, and such policy has a yearly premium of $100,000 or less, Track shall upon receipt of an invoice pay its proportionate share of the yearly premium (which proportionate share shall be calculated on a reasonable basis).

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

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

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

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

22. Mutuality.

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

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

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

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

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

24. Inconsistent Language. When the language in the Condition Book, Stall Application, Stakes Nomination Forms, proposed Stakes Book for an upcoming individual meet which occurs during the Term, or any other document pertaining to the eligibility of horses and

conditions for racing is inconsistent with the language in this Agreement, the language in this Agreement shall control.

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

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

26. Additional Terms.

a. Modifications. This Agreement constitutes the entire agreement between the Parties hereto and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express, or implied, between the Parties hereto. The Parties acknowledge that no representations, inducements, promises, agreements, or warranties, either oral or otherwise, have been made to them, or anyone acting on their behalf, which are not embodied in this Agreement, and that they have not executed this Agreement in reliance on any such representation, inducement, promise, agreement, or warranty. It is expressly understood and agreed that this Agreement may not be altered, amended, modified, or otherwise changed in any respect or particular whatsoever except by a writing duly executed by an authorized representative of each Party.

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

c. Applicable Law. This Agreement, including all matters of construction, validity, and performance, shall be governed, construed, and enforced in accordance with the laws of the State of California, as applied to contracts executed and to be fully performed in California by citizens of California and without reference to principles of conflicts of law. Venue

of any action arising out of this Agreement shall be heard first in an applicable state court of California and absent jurisdiction in such state court, then in the applicable Federal court of California.

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

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

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

g. Reservation of Rights. The terms of this Agreement shall be without prejudice to the abilities of the parties to challenge, by legal proceedings or otherwise, any rights, obligations, or privileges which are the subject hereof at any time during the pendency or upon termination of this Agreement, and the Parties shall not be deemed to waive or abridge any rights, claims, or privileges at any time during or after the term of this Agreement

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

[Signatures follow]

The Parties have executed this Agreement effective as of October 19, 2022.

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

Exhibit A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. **Assumption of Risk**.

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

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

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

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

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

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

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

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

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

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

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

24. Exclusion Standard.

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

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

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

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

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

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

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

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

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

25. Arbitration Agreement & Class Action Waiver.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. Suspension/Exclusion Claims.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

e. Class Action Waiver ("Class Action Waiver"). The Parties agree that in any Arbitration Claim to be resolved by Arbitration, neither Trainer nor PRA will be able to participate in a class action or class arbitration. Each Party understands and agrees that by requiring each other to resolve all disputes through individual arbitration, **each Party is waiving the right to a court or jury trial**. **ALL DISPUTES SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND NOT AS A CLASS ACTION, representative action, class arbitration or any similar proceeding**. The arbitrator(s) may not consolidate the claims of multiple parties unless such parties share common ownership.

f. If any term, condition, or provision of this Arbitration Agreement is held to be illegal, invalid, or unenforceable, such term, condition, or provision shall be severed from this Arbitration Agreement and the remainder of this Arbitration Agreement will not be affected by such illegality, invalidity, or unenforceability, but will continue to be valid and enforceable to the fullest extent permitted by law.

26. Additional Terms.

a. Governing Law. This Agreement, including all matters of construction, validity, and performance, shall be governed, construed, and enforced in accordance with the laws of the State of California and any applicable federal law as applied to contracts executed and to be fully performed in California by citizens of California and without reference to principles of conflicts of law. Without limiting the effect of the Arbitration Agreement, each party hereby expressly waives any and all rights that it may have to make any objections based on jurisdiction, venue, or sufficiency of process to any Arbitration brought to enforce the terms of this Agreement, and each party hereto agrees to venue in Alameda County, California.

b. Severability. If any term, condition, or provision of this Agreement is held to be illegal, invalid, or unenforceable, such term, condition, or provision shall be severed from this Agreement and the remainder of this Agreement will not be affected by such illegality, invalidity, or unenforceability, but will continue to be valid and enforceable to the fullest extent permitted by law.

c. Waiver; Remedies. The failure by one party to require performance of any provision of this Agreement shall not affect that party's right to require performance at any time thereafter, nor shall a waiver by one party of a breach by the other party be considered a waiver of any or all subsequent breaches by the breaching party. All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether provided by law, equity, statute, in any other agreement between the parties, or otherwise.

d. No Third-Party Beneficiary, Reliance, or Enforcement. The provisions of this Agreement are not intended to be for the benefit of, or enforceable by, any party other than PRA or Trainer. Except for PRA and Trainer, no party shall have any right to rely upon or enforce any of the terms and provisions of this Agreement.

e. Survival. In addition to any other survival clause set forth elsewhere in this Agreement, Sections 15 and 25 of this Agreement shall survive the termination of this Agreement.

Exhibit B

Acknowledgments and Agreement on Back of Stall Application

1. I acknowledge that the Golden Gate Fields Terms and Conditions of Stabling and Racing (the "Agreement") are available at Golden Gate Fields's racing office and available for download at _____. _____
   Initial

2. I acknowledge that I have received and fully read the Agreement. _____
   Initial

3. I understand and agree that the Agreement is incorporated into and made part of the Stall Application as if fully set forth on this Stall Application. _____
   Initial

4. I am not relying on any other document or contract at the time when I am entering into the Agreement. _____
   Initial

5. **I understand and acknowledge that that the Agreement contains an assumption of risk provision**. _____
   Initial

6. **I understand and acknowledge that the Agreement contains a mandatory arbitration provision with a class action waiver. I understand and acknowledge that the arbitration will resolve disputes that would otherwise be resolved in a court of law, and that by agreeing to arbitrate, I and Pacific Racing Association are giving up our rights to sue in court and to have any potential dispute heard by a jury. I understand and agree that a single arbitrator will resolve the dispute**. _____
   Initial

7. **I acknowledge that I am not entering into a lease of space agreement but rather, if granted stalls, I will be receiving a revocable license which is subject to the terms and conditions of the Agreement**. _____
   Initial

8. In addition to all other requirements set forth elsewhere, for this Stall Application to be considered by Pacific Racing Association, I understand and agree that I must: (a) provide the workers' compensation information requested in the space below; and (b) that I must sign and date the Stall Application—and if I submit more than one (1) Stall Application due to my submitting more horses than there is space for on the reverse side of this Stall Application, I must sign each Stall Application separately, initial each Stall Application separately and provide the workers' compensation insurance information on each separate Stall Application. _____
   Initial

I certify that I have read, understand, and voluntarily enter into this Stall Application which incorporates the Agreement as if the Agreement was fully set forth on the Stall Application.

Signature	Print Name	Date

Exhibit C

Trainer Exclusion/Suspension Process

The following process will be utilized by Track if Track is considering taking action, up to and including excluding Trainer from racing or training activities at Golden Gate Fields or any approved auxiliary stabling facility, against a Trainer.

1. Notice.

a. Track will send the Trainer a letter (the "Letter") notifying the Trainer that Track is contemplating taking action against the Trainer. The Letter will state why Track is considering taking action against the Trainer and invite the Trainer (with a proposed time and date) to meet with Track to respond to the stated reasons for the potential action to be taken against Trainer (the "Meeting").

b. The Letter will also inform the Trainer that until a determination on whether to exclude the trainer has been made, the Trainer will not be permitted to enter any horses to race and shall not be permitted to "work" his or her horses at the Track's racetrack or any auxiliary stabling facility which has common ownership with the Track or any auxiliary facility under its control; the Trainer's horses may only gallop at such locations (*see* Section 7(b)). "Work" shall mean a horse engaging in exercise session near full speed, close to full speed, or at full speed, whether timed or untimed.

c. Track shall schedule the Meeting within five (5) days after the date of the Letter. However, at any time prior to the commencement of Meeting, the Trainer may request additional time, up to an additional twenty-eight (28) days, to prepare for the Meeting. If the Trainer requests any additional time as provided for in the previous sentence, that additional time will be granted, and the exclusion will not go into effect during that period; provided, however, that the Trainer may not race or "work" horses at the Track's racetrack or any auxiliary stabling facility which has common ownership with the Track or any auxiliary facility under its control (the horses may only gallop at such locations), as set forth in Section 1(b)

2. The Meeting.

a. The CTT will be invited to the Meeting.

b. At the Meeting, the Trainer will be given the opportunity to respond to the Letter by presenting evidence and may bring witnesses to testify in the Trainer's defense. Track will place no limit on the amount of evidence or number of witnesses the Trainer can present at the Meeting (provided that the presentation is addressing that reasons stated in the Letter).

3. Decision After the Meeting.

a. After hearing the Trainer's defense(s) at the Meeting, Track will make its decision as to whether it will take action against the Trainer. Since the decision to take action against a Trainer is not one that Track takes lightly, Track will make its decision promptly.

b. Track will notify the Trainer of its decision in writing. The decision letter will include the length of the exclusion/suspension, which may be up to and including a lifetime exclusion.

4. Reconsideration Meeting.

a. If Track decides to take action against the Trainer, the Trainer may ask for Track to hold an additional meeting to reconsider the decision (the "Reconsideration Meeting"). If the Trainer wishes to request reconsideration, the Trainer must make the request to Track, in writing, within five (5) days of being notified by Track of its decision to take action against the Trainer. The exclusion/suspension will remain in effect until, at least, the rendering of a decision to the contrary, if at all. In other words, asking for the Reconsideration Meeting will not "stay" the exclusion.

b. The Reconsideration Meeting will be held within five (5) days of receipt of the request so that the Trainer can present any basis for the reconsideration. However, at any time prior to the commencement of Reconsideration Meeting, the Trainer may request additional time, up to an additional twenty-eight (28) days, to prepare for the Reconsideration Meeting. If the Trainer requests any additional time as provided for in the previous sentence, that additional time will be granted.

c. The Trainer can be represented by counsel at the Reconsideration Meeting if the Trainer so chooses. If Trainer would like, and the CTT agrees, the CTT can represent the Trainer at the Reconsideration Meeting.

d. The Trainer may present evidence at the Reconsideration Meeting that was not presented at the Meeting, provided that the Trainer can demonstrate that this new evidence could not, with reasonable diligence, have been presented at the Meeting.

5. Decision After Reconsideration Meeting.

a. After hearing the Trainer's defense at the Reconsideration Meeting, Track will make its decision promptly.

b. The individual making the reconsideration determination on behalf of Track will be different than the individual who made Track's initial decision to take action against the Trainer (the "Reviewing Decision Maker").

c. During Track's review of the original decision, the standard of review to overturn the original decision shall be the "clearly erroneous" standard, as defined in the next

sentence. “Clearly erroneous” shall mean: “Reversal is only permitted when upon review of all of the evidence, a reasonable observer would find that it a clear and definite mistake has been committed, such that the original decision was without a rational basis. Reversal is not permitted simply because the reviewing decision maker would have decided the case differently.”

6. Arbitration.

a. If Track does not rescind its decision to take action against the Trainer after the Reconsideration Meeting, and Trainer wishes to formally challenge Track’s actions, the Trainer may file an arbitration claim against the Track. Binding arbitration is the sole method of bring any action/ causes of action against the Track.

b. Trainer must ask for the Reconsideration Meeting and must await Track’s decision after the Reconsideration Meeting before the Trainer can file an arbitration proceeding.

c. Track’s Terms and Conditions of Stabling and Racing contains information regarding filing an arbitration claim and how the arbitration will proceed.

7. Continued Occupancy of Stalls; Use of the Racing and Training Surfaces.

a. From the date of the Letter, the Trainer may continue to occupy any previously allocated stalls and appurtenant facilities until the Trainer is required to vacate pursuant to the following:

The Trainer will be required to vacate his or her stalls at the sooner of: (i) three (3) days after the scheduled date of the Meeting if the Trainer does not attend the Meeting provided that the Trainer had notice of the Meeting or Track used good faith efforts to provide the Trainer with the Letter but Track was not able to locate the Trainer (or the Trainer refused to accept the Letter); (ii) five (5) days after the Trainer received notice from Track that Track has considered the Trainer’s defense and has decided to take action against the Trainer and the Trainer has not requested a Reconsideration Meeting; (iii) three (3) days after receiving notice from Track that Track has considered the defenses in the Reconsideration Meeting and has not overturned the initial decision; and (iv) the date when all horses are required to have vacated their stalls (e.g., the end of the meet), or (v) twenty-one (21) days from the date of the Letter.

b. During such time that the Trainer occupies his or her allocated stalls and appurtenant facilities pursuant to Section 7(a), in order to protect the welfare and safety of these other participants since an injury to a horse can affect not only the horse but also the rider as well as other horses and riders on the track, from the date of the Letter until such time that a decision on has been made to not exclude the Trainer, the Trainer is prohibited from entering to race and from “working” horses at Track’s racetrack or any auxiliary stabling facility which has common ownership with Track or any auxiliary facility under its control. The Trainer may walk their horses in the shed row and may gallop on the training track if there is one, otherwise on the main track. Track’s veterinarian may place other restrictions on the Trainer galloping their horses and the Trainer must comply with any restriction.

November 16, 2022

Mr. Eric Sindler
Santa Anita Racetrack
285 W. Huntington Dr.
Arcadia, CA 91007

RE: Santa Anita (LATC) 2022-23 Winter/Spring Race Meet ADW Approvals

Dear Eric,

Pursuant to the Interstate Horseracing Act and applicable California law, the Thoroughbred Owners of California (TOC) agrees to the use of Los Angeles Turf Club (LATC) race signals under the terms and conditions set forth below.

Pursuant to Section 29, Intrastate Advance Deposit Wagering ("ADW") of the Race Meet Agreement between TOC and LATC, and the Geo-Location Agreement (Exhibit A) between TOC and each ADW provider, LATC shall be permitted to transmit race signal to California-licensed ADW providers TVG, XpressBet, TwinSpires, NYRA, BetAmerica, and Watch and Wager to accept wagers on LATC and other Thoroughbred races during the 2022-23 Winter-Spring race meeting, December 21, 2022 through June 20, 2023, as follows:

1. **California wagering on LATC races:**
   a. TVG, XpressBet, TwinSpires, and NYRA may deduct a Hub Fee of [redacted]% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
   b. BetAmerica may deduct a Hub Fee of [redacted]% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
   c. Watch and Wager may deduct a Hub Fee of [redacted]% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
   d. TVG, XpressBet, TwinSpires, NYRA, BetAmerica, and Watch and Wager may deduct a Hub Fee of [redacted]% of gross handle for ADW wagers accepted by California residents located within the enclosure of a Thoroughbred racetrack or fair on days when they are running live race meets, as more fully set forth in Exhibit A.
   e. For all wagers identified in sections 1.a.-c. above, the remainder of the takeout shall be distributed in conformity with the Market Access Fee provisions of California law (Section 19604 et seq).

2. **California wagering on out-of-state Thoroughbred races:**
   a. TVG, XpressBet, TwinSpires, and NYRA may deduct a Hub Fee of [redacted]% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
   b. BetAmerica may deduct a Hub Fee of [redacted]% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
   c. Watch and Wager may deduct a Hub Fee of [redacted]% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
   d. TVG, XpressBet, TwinSpires, NYRA, BetAmerica, and Watch and Wager may deduct a Hub Fee of [redacted]% of gross handle for ADW wagers accepted by California residents located within the enclosure of a Thoroughbred racetrack or fair on days when they are running live race meets, as more fully set forth in Exhibit A.
   e. For all wagers identified in sections 2.a.-c. above, the remainder of the takeout shall be distributed in conformity with the Market Access Fee provisions of California law (Section 19604 et seq).

3. **Out-of-state wagering on LATC races:**
   a. TVG, XpressBet, TwinSpires and NYRA shall pay a Host Fee of no less than [redacted]% of gross out-of-state handle wagered by out-of-state account holders, plus a [redacted]% California Purse Fee per SB 1072.
   b. BetAmerica and Watch and Wager shall pay a Host Fee of no less than [redacted]% of takeout (which includes a [redacted]% California purse fee per SB 1072) of gross out-of-state handle wagered by out-of-state account holders.

This agreement in no way binds TOC to the same terms and conditions with respect to future race meetings. TOC's authorization shall not serve, nor should it be construed as, a precedent to future requests for permission to transmit race signals, and facilitate wagering on those signals, to the ADW providers specified herein or to any other ADW provider.

TOC reserves the right to cancel or withdraw its authorization for any ADW provider, at any time, upon 48 hours written notice. These terms and conditions are subject to receipt by TOC of written confirmation of these terms, signed by authorized representatives of TVG, Xpressbet, TwinSpires, NYRA, BetAmerica, and Watch and Wager.

Sincerely,

Jordyn Egan

Jordyn Egan
Executive Director

cc: Tom Varela, Scott Chaney

Agenda Item 7

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD REGARDING THE DISTRIBUTION OF RACE DAY CHARITY PROCEEDS OF THE LOS ANGELES TURF CLUB, INCORPORATED DBA AS SANTA ANITA PARK 2021-2022 WINTER-SPRING RACE MEETING

Regular Board Meeting
November 22, 2022

ISSUE

Los Angeles Turf Club (LATC) is requesting approval to distribute race day charity proceeds generated at its 2021-2022 Winter-Spring race meet from December 15, 2021, through June 21, 2022. LATC is proposing a total distribution of $82,134.27. The charitable organizations selected and amounts to be distributed are listed on the attachment. Staff notes that 100 percent of the proposed charity distributions are made to horse racing industry related charity organizations.

BACKGROUND

Business and Professions Code section 19550 states the Board shall require each licensed racing association that conducts 14 or less weeks of racing to designate three racing days, and each licensed racing association that conducts more than 14 weeks of racing to designate five racing days during any one meeting, to be conducted as charity days by the licensee for the purpose of distribution of the net proceeds there from to beneficiaries through the distribution agent. No racing association shall be required to pay to a distributing agent for the purpose of distribution to beneficiaries more than an amount equal to two-tenths of one percent of the association's total on-track handle on live races conducted by the association at the meeting. Business and Professions Code section 19555 requires that proceeds are to be distributed to beneficiaries within 12 calendar months after the last day of the meet during which charity days were conducted. Business and Professions Code section 19556 provides that the distributing agent shall make the distribution to beneficiaries qualified under this article. At least 30 percent of the distribution shall be made to charities associated with the horse racing industry. An additional five percent shall be paid to a welfare fund and another five percent shall be paid to a non- profit corporation, the primary purpose of which is to assist horsemen and backstretch personnel who are being affected adversely as a result of alcohol or substance abuse. In addition to the above distributions, a separate 20 percent shall be made to a nonprofit corporation or trust, the directors or trustees of which shall serve without compensation except for reimbursement for reasonable expenses, and which has as its sole purpose the accumulation of endowment funds, the income on which shall be distributed to qualified disabled jockeys.

RECOMMENDATION

This item is presented for Board discussion and action.

CHRB ANALYSIS

Los Angeles Turf Club, Inc. dba Santa Anita Park Winter - Spring Race Meet Charity Day Proceeds

December 15, 2021, through June 21, 2022

#	Nonprofit Organization	Amount	Proposed Disbursement Percentage	Percentage Required By Horse Racing Law (2/10 of 1% on-track, live, handle)	Notes
1	California Thoroughbred Foundation*	1,084.17	1%		a
2	CARMA*	6,899.28	8%		a
3	Edwin J. Gregson Foundation*	12,172.30	15%		a
4	Holy Angels Church (Backside Permanent Deacon)*	714.57	1%		
5	Racetrack Chaplaincy of America*	1,601.62	2%		a
6	Southern California Equine Foundation, Inc.*	1,084.17	1%		a
7	United Pegasus Foundation*	1,084.17	1%		a
8	California Thoroughbred Horsemen's Foundation*	9,371.52	11%	minimum of 5%	b
9	Winners Foundation*	22,997.60	28%	minimum of 5%	c
10	Permanently Disabled Jockeys' Fund*	25,124.87	31%	minimum of 20%	d
	Total Horse Related Charities	$ 82,134.27	100%	minimum of 60%	e
	Notes:				
	a	30% to charities associated with the horse racing industry (B&P 19556 (b))			
	b	5% to welfare fund (19556 (b)) described in subdivision (b) of Section 19641			
	c	5% to nonprofit organization to assist horsemen and backstretch personnel affected by alcohol and substance abuse (B&P 19556 (b))			
	d	20% to nonprofit organization that benefits qualified disabled jockeys (B&P 19556 (c)(1))			
	e	overall a minimum of 60% of the charity distribution should go to horse racing industry related nonprofit organizations.			

*horse racing industry-related organization

SANTA ANITA PARK

October 21, 2022

California Horse Racing Board
Attention: Scott Chaney
1010 Hurley Way, Suite 300
Sacramento, CA 95825

RE: Los Angeles Turf Club, Incorporated, Charity Day Proceeds

Dear Mr. Chaney,

Los Angeles Turf Club, Incorporated, doing business as "Santa Anita Park", has determined the beneficiaries of proceeds from Charity Days races conducted at Santa Anita Park from December 15, 2021, to June 21, 2022, in the amount of $82,134.27.

Attached is a list of the organizations selected to be the beneficiaries of the Charity Day proceeds and statement about each recipient. Please note that 100% of the distributions are to horse-related charities.

Also attached is the official CHRIMS Report of Handle for the said race meet period upon which this distribution is based.

We request that you please add this matter for discussion and action by the California Horse Racing Board at its next regularly scheduled meeting. Distributions will be made upon approval of the proposed amounts by the Board.

The amount that Santa Anita Park is requesting that the CHRB approve for distribution is a small fraction of the total amount that Santa Anita Park donates to charity each year.

Should you have any questions regarding the distributions, or the matter set forth herein, do not hesitate to contact me.

Sincerely,

Eric Sindler

Eric Sindler
General Counsel,
California Racing Operations

Los Angeles Turf Club - Santa Anita

Distribution of Charity Days Proceeds

December 26, 2021 - June 19, 2022

California Thoroughbred Foundation	4.4%	$ 1,084.17			
CARMA	28.0%	$ 6,899.28			
Edwin Gregson Foundation	49.4%	$ 12,172.30			
Holy Angels Church	2.9%	$ 714.57			
Race Track Chaplaincy of America	6.5%	$ 1,601.62			
Southern California Equine Foundaation	4.4%	$ 1,084.17			
United Pegasus	4.4%	$ 1,084.17			
Horse Related Charities Above	100.0%		$ 24,640.28	$ 24,640.28	30.0% of total distribution
California Thoroughbred Horsemen's Foundation	16.3%	$ 9,371.52			
Winner's Foundation	40.0%	$ 22,997.60			
Permanently Disabled Jockey's Fund	43.7%	$ 25,124.87			
Horse Related Charities Above	100.0%		**$ 57,493.99**	$ 57,493.99	70.0% of total distribution
Total Distribution			$ 82,134.27	$ 82,134.27	$ - Must be zero

SANTA ANITA PARK

LOS ANGELES TURF CLUB, INCORPORATED
Santa Anita Park

I. **Horse Related Charities** – California **B&P** Code Section 19556(b) (30% Minimum Distribution)

California Thoroughbred Foundation – CTF is a 503(c) (3) non-profit organization that provides multiple benefits to individuals involved in the Thoroughbred industry. These include scholarship programs for veterinary medicine students at US Davis and maintenance of the Carleton F. Burke Memorial Library.

CARMA – The California Retirement Management Account is organized to raise money for retired California race horses. Their mission statement provides that they assist thoroughbred retirement facilities that care for and retrain horses whose careers have ended after competing in California Thoroughbred races. Their services include tracking of retired California race horses and in working to find homes for retired equines. CARMA also manages a grant request process and distributes funds to qualified retirement facilities caring for such horses. CARMA is dedicated to the goal of providing funding for rehabilitation, retraining and/or retirement of Thoroughbred horses that have raced in California.

Edwin Gregson Foundation – A non-profit charitable foundation organized for the purpose of improving the lives of backstretch worker and their immediate family members at California race tracks. The organization provides backstretch workers with many educational programs, including "English as a second language," bible studies and provides numerous programs, including computer training programs at its recreation facility, computer games and various magazines in English and Spanish. It organizes family outing s for the workers excursions. The organization also maintains a recreational hall at Santa Anita Park for the benefit of the backside workers and their children.

Holy Angeles Church (Backside Permanent Deacon) – Holy Angeles church is a Catholic Church across the street from Santa Anita Park. A deacon from the church performs a weekly Mass in the recreation room at the track on Monday nights for the workers on the backside. He walks down the shed rows daily in the morning and assists the workers in an endless variety of ways. Examples of the assistance provided include counseling, organizing religious and recreational activities, the collection and distribution of clothing, help with Medicare, Medi-Cal and immigration forms, officiating at holiday gatherings at Santa Anita, etc.

Racetrack Chaplaincy of America – The stated mission of the organization is "The overall mission of RTCA, through its councils and chaplains, is to make disciples for Jesus Christ through teaching, preaching, and ministering to the spiritual, emotional, physical, social, and educational needs of those persons involved in all aspects of the horse racing industry."

Southern California Equine Foundation, Inc. – SCEF is a nonprofit charitable organization providing hospital and equine ambulance services on the Southern California Thoroughbred

racing circuit. Commonly known as the Equine Hospital, SCEF has a long history of service to the racing industry and the equine athlete. This is an organization "dedicated to the care of the injured horse."

United Pegasus Foundation ENI#95-4497611 – UPF is a 501(c) (3) charitable organization that has become one of the largest Thoroughbred retirement, rehabilitation and adoption organizations, saving hundreds of former race horses from an uncertain destiny by giving them a humane and deserved retirement home and providing for their care at its 27-acre ranch in San Jacinto, California. The retired Thoroughbreds are maintained in pleasant quarters and peaceful surroundings to live out the balance of their lives. This organization depends entirely upon donations for the purchase of food and other amenities required maintaining the Thoroughbreds.

II. **Welfare Fund for Backside Personnel** - California **B&P** Code Section 1964J(b) (5% Minimum Distribution)

California Thoroughbred Horsemen's Foundation – CTHF is a 501(c) (3) nonprofit foundation that provides assistance to the low-income backstretch community occupied with the care of Thoroughbred race horses at California's major race tracks and fair circuits and California Horse Racing Board recognized off-track training centers. The organization maintains three clinics throughout the state, which see over 10,000 people each year, including numerous children who are prepared medically to return to school each year.

III. **Fund for Substance or Alcohol Abuse -** California **B&P** Code Section 19556(b) (5% Minimum Distribution)

Winners Foundation – The Winners Foundation provides confidential assistance on a one-to-one basis to employees and family members of California race track who are seeking help for alcohol, gambling and drug addiction. Each situation is geared to best support an individual's desire to change his or her life for the better. The Foundation has developed a large referral base and maintains close relationships with community based services such as anonymous 12 step groups, city and county assistance agencies, detox centers, halfway houses and out-patient and in-patient hospital treatment programs. This service is provided to any employee or family member of anyone involved in the California Thoroughbred horse racing community, free of charge. This includes backstretch works, as well as all employees at Del Mar, Golden Gate Fields, Santa Anita and the California Association of Racing Fairs.

IV. **Permanently Disabled Jockeys Fund - B&P** Code Section 19556(c) (20% Minimum Distribution)

Permanently Disabled Jockeys' Fund – This is a statutorily mandated distribution per Business and Professions Code Section 19556(c). It provides support to disabled jockeys, as its name implies.

Agenda Item 8

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE LOS ALAMITOS HORSE RACING ASSOCIATION (LARA) AT LOS ALAMITOS RACE COURSE, COMMENCING DECEMBER 7, 2022 THROUGH DECEMBER 20, 2022, INCLUSIVE.

Regular Board Meeting
November 22, 2022

Application: Los Alamitos Racing Association at Los Alamitos Race Course

Breeds: Thoroughbred

Board Allocated Dates: Grey/shaded **Racing Dates:** Blue/shaded, bold

December 2022						
Sun	**Mon**	**Tue**	**Wed**	**Thu**	**Fri**	**Sat**
				1	2	3
4	5	6	7	8	**9**	**10**
11	12	13	14	15	**16**	**17**
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Required Information	Status	Comments	CHRB Rule/Law
Off-Site Auxiliary Stabling	☒ Accepted ☒ Follow Up Required ☐ Outstanding	Santa Anita fire clearance valid through 12/10/22, San Luis Rey Downs valid through 1/1/23.	Rule 1420(q)
Stabling and Vanning Agreement	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Southern California Stabling and Vanning Agreement valid through 12/31/22.	BPC 19607.1
Fire Clearance	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Fire clearance dated 03/08/22 and valid through 03/08/23; 45-day exemption to Rule 1927 received 08/31/22.	Rule 1927
Backstretch Inspection	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Backstretch inspection completed on 11/04/22.	Rule 2102
Track Safety Inspection	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Track safety inspection completed on 11/01/22.	Rule 1471(g)

Inclement Weather Plan	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Consistent with CHRB guidelines – received 08/31/22.	Rule 1432
Workers' Compensation Insurance	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Acord Insurance. Valid 01/01/22 through 01/01/23.	Rule 1501
Horsemen's Race Meet Agreements	☒ Accepted ☐ Follow Up Required ☐ Outstanding	**Thoroughbred Owners of California** – received 10/7/22. **California Thoroughbred Trainers Association** – received 09/21/22.	Rule 2044
Wagering Information	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 391-394, 397-401	BPC 19599
Emergency and Security	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 416-431	BPC 19481.3
Veterinary Services	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 397-398	Rule 1481 Rule 1840 Rule 1841
ADW Providers and Horsemen's Approvals	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 401-403	BPC 19604 19604(b)(1)(C)
Administrative Review	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Secretary of State Filing Current Financial Statements Reviewed Statistics Report Reviewed Active Licenses Verified Deposit Received Required Signatures Obtained 1581 Agreement Reviewed	Rule 1439 Rule 1470 Rule 2046 Rule 1481 BPC 19490 Rule 1433 Rule 1437 Rule 1581

RECOMMENDATION: Staff recommends approval. The application as submitted satisfactorily meets all requirements for licensure.

4961 Katella Avenue, Los Alamitos, CA 90720

LOS ALAMITOS
RACING ASSOCIATION
Thoroughbred Racing at Los Alamitos Race Course

714-820-2800 • www.losalamitos.com

September 21, 2022

California Horse Racing Board
1010 Hurley Way Ste. 300,
Sacramento, CA 95825
Attn: Scott Chaney

Board Members:

Los Alamitos Racing Association ("LARA") is aware of the "Concussion Management and Return to Ride Guidelines" that appears on the CHRB website. LARA hereby agrees to abide by and adopt such protocol throughout its upcoming 2022 Winter Meet.

Respectfully submitted
Los Alamitos Racing Association

By Jack Liebau
Jack Liebau, Vice President

Los Alamitos Racing Association
4961 Katella Avenue
Cypress, CA 90720

August 29, 2022

Commissioners, California Horse Racing Board
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, California 95825

Dear Commissioners:

Los Alamitos Racing Association is familiar with the CHRB Inclement Weather Policy (the "Policy") and during its 2022 Race Meets, hereby agrees to adhere to such Policy in all respects.

Very truly yours,

F. Jack Liebau
Vice President

STATE OF CALIFORNIA
CALIFORNIA HORSE RACING BOARD
APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING
CHRB-17 (Rev 7/21)

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: F. Jack Liebau, c/o Los Alamitos Race Course, 4961 Katella Avenue, Los Alamitos, CA 90720 Telephone (714) 820-2800, Fax (714) 820-2743

B. Breed of horse: Thoroughbred ☒ Quarter Horse ☐ Harness ☐

C. Racetrack name: Los Alamitos Race Course

D. Attach a certified check payable to the Treasurer of the State of California in the amount of $10,000 as deposit for license fees pursuant to Business and Professions Code section 19490.

E. Was the association licensed to operate a race meeting prior to January 1, 2001?
Yes ☐ No ☒
If no, attach a surety bond in the amount of one hundred thousand dollars.

NOTICE TO APPLICANT: No application for a license to conduct a race meeting shall be granted unless the applicant has deposited with the Board a surety bond in the amount of one hundred thousand dollars ($100,000), or a greater amount, as determined by the Board, 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: December 7th through December 20, 2022

B. Actual dates racing will be held: 12/9, 12/10, 12/11, 12/16, 12/17, 12/18

C. Total number of days or nights of racing: Six

D. Days or nights of the week races will be held: Friday, Saturday, Sunday
Wednesday – Sunday ☐ Tuesday – Saturday ☐ Other (specify) ☒

E. Number of days or nights of racing per week: Three

CHRB CERTIFICATION

Application received: 8/31/22 **Hearing date: 11/17/22**
Deposit received: On file **Approved date:**
Reviewed: NLG **License number:**

3. RACING PROGRAM

A. Total number of races: 52

B. Number of races for each day or night: 8 races on Fridays, 9 on Saturday and 9 on Sundays

C. Total number of stakes races: Five

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). No changes versus 2021

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. No changes versus 2021

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. 1st race-12:30 pm, 2nd race-1:00 pm, 3rd race-1:30 pm, 4th race-2:00 pm, 5th race-2:30 pm, 6th race-3:00 pm, 7th race-3:30 pm, 8th race-4:00 pm, 9th race-4:30 pm.

NOTICE TO APPLICANT: Every licensee conducting a horse racing meeting shall, each racing day, provide for the running of at least one race limited to California-bred horses, to be known as the "California-bred race," pursuant to CHRB Rule 1813. For Thoroughbred and Quarter Horse meetings, the total amount distributed for California-bred stakes races from the purse account, including overnight stakes, shall not be less than 10% of the total amount distributed for all stakes races, pursuant to Business and Professions Code section 19568(b).

4. RACING ASSOCIATION

A. Association is a: ☒ Corporation (complete subsection C)
☐ LLC (complete subsection D)
☐ Other (specify, and complete subsection E)

B. Complete the applicable subsection and attached Addendum, Background Information and Ownership.

C. CORPORATION

LOS ALAMITOS RACE COURSE
2022 STAKES SCHEDULE

Saturday, December 10, 2022 $300,000 Guaranteed

The Starlet – Grade I

For Fillies Two Year Olds

One Mile And One Sixteenth

Sunday, December 11, 2022 $200,000 Guaranteed

Los Alamitos Futurity – Grade II

For Two Year Olds

One Mile And One Sixteenth

Friday, December 16, 2022 $100,000 Guaranteed



Soviet Problem Stakes

For Fillies Two Year Olds

One Mile

Saturday, December 17, 2022 $100,000 Guaranteed

Bayakoa Stakes – Grade III

For Fillies And Mares Three Year Olds And Upward

One Mile And One Sixteenth

Sunday, December 18, 2022 $100,000 Guaranteed



King Glorious Stakes

For Two Year Olds

One Mile

LOS ALAMITOS RACE COURSE
2021 STAKES SCHEDULE

Saturday, December 4, 2021 $300,000 Guaranteed

The Starlet – Grade I

For Fillies Two Year Olds

One Mile And One Sixteenth

Saturday, December 11, 2021 $300,000 Guaranteed

Los Alamitos Futurity – Grade II

For Two Year Olds

One Mile And One Sixteenth

Sunday, December 5, 2021 $100,000 Guaranteed

Bayakoa Stakes – Grade III

For Fillies And Mares Three Year Olds And Upward

One Mile And One Sixteenth

Friday, December 10, 2021 $100,000 Guaranteed



Soviet Problem Stakes

For Fillies Two Year Olds

One Mile

Sunday, December 12, 2021 $100,000 Guaranteed



King Glorious Stakes

For Two Year Olds

One Mile

LOS ALAMITOS RACE COURSE
2020 STAKES SCHEDULE

Saturday, December 5, 2020 — $300,000 Guaranteed

The Starlet - Grade I
For Fillies Two Year Olds
One Mile And One Sixteenth

Sunday, December 6, 2020 — $100,000 Guaranteed

Bayakoa Stakes - Grade III
For Fillies And Mares Three Year Olds and Upward
One Mile And One Sixteenth

Saturday, December 12, 2020 — $100,000 Guaranteed

Soviet Problem Stakes
For Fillies Two Year Olds
One Mile

Saturday, December 19, 2020 — $200,000 Guaranteed

Los Alamitos Futurity - Grade II
For Two Year Olds
One Mile And One Sixteenth

Sunday, December 20, 2020 — $100,000 Guaranteed

King Glorious Stakes
For Two Year Olds
One Mile

LA PURSES SUMMER 2022	
CONDITION	New Purses
MDN CLM 20,000	$ 23,000.00
MDN CLM 30,000	$ 26,000.00
MDN CLM 40,000	$ 29,000.00
MDN CLM 50,000	$ 33,000.00
MDN CLM 75,000	$ 36,000.00
MDN ALW	$ 50,000.00
CLM 6,250	$ 16,000.00
CLM 6,250 CLAUSE	$ 15,000.00
CLM 8,000	$ 17,000.00
CLM 8,000 CLAUSE	$ 16,000.00
CLM 10,000	$ 22,000.00
CLM 10,000 CLAUSE	$ 21,000.00
CLM 12,500	$ 25,000.00
CLM 12,500 CLAUSE	$ 24,000.00
CLM 16,000	$ 27,000.00
CLM 16,000 CLAUSE	$ 26,000.00
CLM 20,000	$ 30,000.00
CLM 20,000 CLAUSE	$ 29,000.00
CLM 25,000	$ 31,000.00
*CLM 25,000 CLAUSE	$ 30,000.00
CLM 32,000	$ 35,000.00
*CLM 32,000 CLAUSE	$ 34,000.00
CLM 40,000	$ 36,000.00
CLM 50,000	$ 38,000.00
STR ALW 8,000	$ 18,000.00
STR ALW 12,500	$ 22,000.00
STR ALW 16,000	$ 23,000.00
STR ALW 20,000	$ 28,000.00
STR ALW 30,000	$ 30,000.00
STR ALW 40,000	$ 33,000.00
STR ALW 50,000	$ 35,000.00
ALW OPT-CLM 20,000	$ 51,000.00
ALW OPT-CLM 40,000	$ 53,000.00
ALW OPT-CLM 62,500	$ 55,000.00
ALW	$ 50,000.00
OVERNIGHT HANDICAP	$ 75,000.00
STAKES	$ 100,000.00

1. Registered name of the corporation: Los Alamitos Racing Association
2. State where incorporated: California
3. Registry or file number for the corporation: C1650097
4. Names of all officers and directors, titles, and the number of shares of the corporation held by each: Dr. Edward Allred-President & Director, 100%; Richard English-CFO; John T. Seibley-Director; Don Valpredo-Directior; Frank Sherren-Director; Cathy Monji-Director & Secretary; Jack Liebau-Director; Richard Shapiro-Director; Mike Harrington-Director
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: 2,000
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: n/a
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. n/a
   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:

Edward Allred-President & CEO; Jack Liebau-Vice President; Richard English-CFO; Orlando Guiterrez-Director of Publicity and Marketing; Frank Sherren-Plant Superintendent; Rick Hughes-Track Superintendent; Dennis Moore-Track Consultant; John Ferrero-Director of Mutuels; Michael Wrona-Track Announcer; Cathy Monji-Director of Security; Robert Hurd-Director of Operations

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): Jack Liebau, 4961 Katella Avenue, Los Alamitos, CA 90720; jackliebau@yahoo.com

5. TAKE OUT PERCENTAGE

A. If this is a Thoroughbred race meeting, will the percentage deducted for any type of wager be adjusted pursuant to Business and Professions Code section 19601.01?
Yes ☒ No ☐
If no, proceed to subsection 6. If yes, identify the wager and the proposed takeout percentage.
Wager(s) to be adjusted: Pick 5, Daily Double
Proposed percentage: Pick 5-14%, 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.

Year	Handle	Attendance
2021- 7 live cards	48,083,735	31,628
2020- Did not race	0	0
2019- 7 live cards	43,864,760	44,123
2018- 8 live cards	50,082,474	45,444
2017-11 live cards	73,786,346	74,380

7. PURSE PROGRAM (excluding supplements, nominations, sponsorships, and starter fees):

A. Purse distribution:

1. All races other than stakes:
Current meet estimate: 1.764,687
Prior meet actual: 2,099,937

Average Daily Purse (7A1 ÷ number of days):
Current meet estimate: 294,115
Prior meet actual: 299,991

August 29, 2022

Mr. Scott Chaney
Executive Director
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, California 95825

Dear Mr. Chaney:

Pursuant to California Business and Professions Code Section 19601.1, Los Alamitos Racing Association, after consultation with the Thoroughbred Owners of California ("TOC"), is hereby requesting takeout, as set forth below, to be offered during the Los Alamitos Racing Association 2022 Meet, December 7, 2022 through December 20, 2022.

- Rolling Daily Doubles beginning with Race 1 are subject to a 20% takeout rate.
- Players Pick 5 – A $0.50 minimum wager on the first five (5) races on each day's card subject to a takeout rate of 14%

Very truly yours,

F. Jack Liebau
Vice-President
(650) 222-8150
jackliebau@yahoo.com

TOC
Thoroughbred Owners of California
Serving the California Thoroughbred Racehorse Owner

August 26, 2022

Ms. Carmen Luera
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

RE: 2022 Los Alamitos Winter Race Meet – Rolling Daily Doubles

Dear Ms. Luera,

Los Alamitos has contacted the Thoroughbred Owners of California ("TOC") regarding the conducting of rolling "Daily Double" wagers, subject to a 20% takeout, on each racing day of its upcoming Winter race meet from December 7 through December 20, 2022. The TOC agrees to such a wager based upon the same terms and conditions as it was offered at Los Alamitos' previous meet.

Please feel free to contact me with any questions.

Sincerely,

Jordyn Egan

Jordyn Egan
Executive Director

cc: Jack Liebau, Los Alamitos

TOC
Thoroughbred Owners of California
Serving the California Thoroughbred Racehorse Owner

August 26, 2022

Ms. Carmen Luera
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

RE: 2022 Los Alamitos Winter Race Meet – Players Pick 5

Dear Ms. Luera,

Los Alamitos has contacted the Thoroughbred Owners of California ("TOC") regarding the conducting of the "Players Pick 5" on the first five (5) races of the day subject to a 14% takeout at its upcoming Winter race meet from December 7 through December 20, 2022. The TOC agrees to such a wager based upon the same terms and conditions as it was offered at Los Alamitos' previous meet.

Please feel free to contact me with any questions.

Sincerely,

Jordyn Egan

Jordyn Egan
Executive Director

cc: Jack Liebau, Los Alamitos

285 W. HUNTINGTON DR., ARCADIA, CA 91007 (626) 574-6620

CHAIRMAN: GARY FENTON
EXECUTIVE DIRECTOR: JORDYN EGAN
NORTHERN CA DIRECTOR OF OPERATIONS: WAYNE ATWELL
SOUTHERN CA DIRECTOR OF OPERATIONS: ELSA PERON

2. Overnight stakes:
   Current meet estimate: 0
   Prior meet actual: 0

   Average Daily Purse (7A2 ÷ number of days):
   Current meet estimate: 0
   Prior meet actual: 0

3. Non-overnight stakes:
   Current meet estimate: 728,800
   Prior meet actual: 719,600

   Average Daily Purse (7A3 ÷ number of days):
   Current meet estimate: 121,467
   Prior meet actual: 102,800

4. Total Purses: (7A1 + 7A2 + 7A3)
   Current meet estimate: 2,493,487
   Prior meet actual: 2,819,537

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: 19.3%
   Prior meet actual: 18.7%

   Average Daily Purse (7B1 ÷ number of days):
   Current meet estimate: 3.22%
   Prior meet actual: 2.67%

C. Funds to be generated for all California-bred incentive awards (including breeder awards and owners' premiums):
   Current meet estimate: 234,194
   Prior meet actual: 249,148

D. Payment to each recognized horsemen's organization contracting with the association and the name(s) of the organization(s):

Recognized Horsemen's Organization

Current meet estimate:		Prior meet actual:	
NTRA	2,477		1,649
TOC	15,453		17,794
CTT	23,180		26,691
Total:	41.110	Total:	46,134

E. Amount from all sources to be distributed in the form of purses or other benefits to horsemen (7A + 7C + 7D):
   Current meet estimate: 2,768,791
   Prior meet actual: 3,114,819

Average Daily Purse (7E ÷ number of days):
Current meet estimate: 461,465
Prior meet actual: 444,974

F. Purse funds to be generated from on-track handle and intrastate off-track handle (excluding carry-overs from prior race meet(s):
Current meet estimate: 1,295,080
Prior meet actual: 1,467,370

Average Daily Purse (7F ÷ number of days):
Current meet estimate: 215,847
Prior meet actual: 209,624

G. Purse funds to be generated from interstate handle:
Current meet estimate: 437,862
Prior meet actual: 528,440

Average Daily Purse (7G ÷ number of days):
Current meet estimate: 72,977
Prior meet actual: 75,491

H. Bank and account number for the Paymaster of Purses' purse account: Bank of the West, 4400 MacArthur Blvd., Newport Beach, CA 92660. Account number on file.

I. Name, address, email, and telephone number of the pari-mutuel audit firm engaged for the meeting: Bowen & McBeth, Inc., 10722 Arrow Route, Suite 110, Rancho Cucamonga, CA 91730; craigbmiller@verizon.net; (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: 850

B. Minimum number of stalls believed necessary for the meeting: 2,500

C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers: 2,300

D. Name and location of each off-site auxiliary stabling area and the number of stalls to be maintained at each site: Santa Anita-1,900; San Luis Rey Downs-400

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): n/a

G. State estimated cost to provide off-site stalls for this meeting. Show cost per day per stall. $14.41 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. Santa Anita roundtrip-$125; San Luis Rey Downs-$235 roundtrip

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 on site at Los Alamitos and at all auxiliary training sites during all training hours. The track veterinarian is Dr. Dana Steed (970) 310-1449. In the morning, the track veterinarian prechecks fifty percent of the horses entered on a particular day. Thereafter, he observes horses when they are in the paddock, views them during the post parade, accompanies them in the starting gate and follows them during the race. Dr. Grande inspects the other fifty percent of the horses entered on a particular day. During the afternoon, Dr. Grande serves as the CHRB veterinarian and he is employed by the CHRB.

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

Veterinarians Available for Emergency Services
Attachment for 9A
Los Alamitos Summer Thoroughbred Meet

Vet	Phone	Name of Practice
Los Alamitos:		
Baker, Vince	(714) 269-1301	Baker
Bergstrom, Thomas*	(951) 522-0722	Equine Sports Medicine
Birch, Sarah	(614) 783-1237	Simpson/Dowd
Blea, Jeff	(626) 862-6149	Blea/Von Bluecher
Bradley, Sam	(310) 339-7666	Baker
Brokken, Todd	(626) 862-6198	Blea/Von Bluecher
Canfield, Cathy	(626) 372-4571	Baker
Equine Sports Medicine Pager	(714) 212-0200	Equine Sports Medicine
Grande, Tim	(626) 476-8743	LATC/CHRB
Hargrove, Nicola	(310) 617-6727	
Hunkin, Dawn	(626) 862-6150	Blea/Von Bluecher
Lorbiecki, Jocelyn	(949) 939-3547	Equine Sports Medicine
McCaughan, Mark	(562) 400-3298	
Overly, Rick	(714) 270-9425	Equine Sports Medicine
Schmidt, Stephanie	(561) 425-5401	Equine Sports Medicine
Stead, Dana	(970) 310-4449	Los Alamitos
Troncatty, Ashley	(818) 414-2040	Equine Sports Medicine
Von Bluecher, Helmuth	(626) 862-6147	
Warren, Herb	(714) 397-4206	
Wharton, Heather	(805) 218-8489	Blue
Yacoub, Anita	(951) 206-7496	Equine Sports Medicine
San Luis Rey Downs (off-track training)		
Jenkins, Chuck	(970) 217-8132	Magrini
Manno, Mike	(619) 871-4541	San Dieguito Equine Group
Magrini, Ron	(760) 880-1925	Magrini
Porubovich, Lindsay	(602) 290-0623	Magrini
Robinson, Brett	(818) 679-1114	San Dieguito Equine Group
Santa Anita (off-track training)		
Anderson, Elizabeth	(626) 808-2508	Shields
Araujo, John	(626) 893-7612	Self
Blue, Melinda	(626) 233-9922	Blue
Bohannon, Laura	(626) 710-7281	Shields
Buerchler, Sabina	(626) 536-8080	
Byrd, Wade	(210) 245-7000	Baker
Carpenter, Ryan	(805) 320-4811	Baker
Dowd, Joe	(818) 400-7498	Simpson/Dowd
Finley, Jenn	(626) 422-6412	Blea/Von Bluecher
Shields, Don	(626) 485-0374	
Simpson, Ted	(818) 970-1536	
Steppe, Mike	(951) 318-7335	

Los Alamitos Racing Association December 2022 Attachment

10. PARI-MUTUEL WAGERING PROGRAM

A. Use DD for daily double, E for exacta (special quinella), PK# 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
Race #1 $1E, $1TRI, $2DD, $1PK3, $0.50 PNP5, $.10 SF	CHRB #1959, 1979, 1957, 1977, 1976.9, 1979.1
Race #2 $1E, $1TRI, $2DD, $1PK3, $1PK4, $.10 SF	CHRB #1959, 1979, 1957, 1977, 1976.9, 1979.1
Race #3 $1E, $1TRI, $2DD, $1PK3, $2PNP6, $.10 SF	CHRB #1959, 1979, 1957, 1977, 1976.9, 1979.1
Race #4 $1E, $1TRI, $2DD, $1PK3, $2PNP6 $.10 SF	CHRB #1959, 1979, 1957, 1977, 1976.9, 1979.1
Race #5 $1E, $1TRI, $2DD, $1PK3, $1PK4 $.10 SF	CHRB #1959, 1979, 1957, 1977, 1976.9, 1979.1
Race #6 $1E, $1TRI, $2DD, $1PK3, $1PK4, $.10 SF	CHRB #1959, 1979, 1957, 1977, 1976.9, 1979.1
Race #7 $1E, $1TRI, $2DD, $1PK3, $.10 SF	CHRB #1959, 1979, 1957, 1977, 1979.1
Race #8 $1E, $1TRI, $2DD, $1PK3, $.10 SF	CHRB #1959, 1979, 1957, 1977, 1979.1
Race #9 $1E, $1TRI, $2DD, $1PK3, $.10 SF, $1Super H5	CHRB #1959, 1979, 1957, 1977, 1979.1, ARCI #004-105(X)(4), Option #3

$2 Daily Double placement will depend on the number of races

$1 Trifecta wagering on all eligible races (CHRB 1979)

$0.10 Superfecta wagering on all eligible races (CHRB 1979.1)

$2 PNP6 last six races 70% carryover, 30% minor. Alternate runner provision (CHRB 1976.9)

$1 PK4 on the second race through fifth race and the last four races. Alternate runner provision (CHRB 1976.9)

$0.50 PNP5 on the first five races, 14% takeout, one tier payoff, 100% carryover. Alternate runner provision (CHRB 1976.9)

$1 Super High 5 on the last race of the day, requires selection of the first five finishers in the same race, 100% payout on all tickets with five winners. No consolation. 100% carryover if no ticket has five winners. ARCI #004-105(X)(4), Option #3

G. List below the takeout percentage for each type of wager identified in 10B:

TAKEOUT PERCENTAGE
(Example) PNP5-14%

Race #1 E - 22.68%, TRI – 23.68%, DD - 20%, PK3 – 23.68%, PNP5 - 14%, SF – 23.68%

Race #2 E – 22.68%, TRI – 23.68%, DD - 20%, PK3 – 23.68%, PK4 – 23.68% SF – 23.68%

Race #3 E – 22.68%, TRI – 23.68%, DD - 20%, PK3 – 23.68%, PNP6 – 23.68%, SF – 23.68%

Race #4 E – 22.68%, TRI – 23.68%, DD - 20%, PK3 – 23.68%, PNP6 – 23.68%, SF – 23.68%

Race #5 E – 22.68%, TRI – 23.68%, DD - 20%, PK3 – 23.68%, PK4 – 23.68%, SF – 23.68%

Race #6 E - 22.68%, TRI – 23.68%, DD - 20%, PK3 – 23.68%, PK4 – 23.68%, SF – 23.68%

Race #7 E – 22.68%, TRI – 23.68%, DD - 20%, PK3 – 23.68%, SF – 23.68%

Race #8 E – 22.68%, TRI – 23.68%, DD - 20%, PK3 – 23.68%, SF – 23.68%

Race #9 E – 22.68%, TRI – 23.68%, DD - 20%, PK3 – 23.68%, SF – 23.68%, Super H5 – 23.68%

Race #1	See attached	See attached
Race #2		
Race #3		
Race #4		
Race #5		
Race #6		
Race #7		
Race #8		
Race #9		
Race #10		
Race #11		
Race #12		
Race #13		

B. Identify any wagers noted in 10.A. (the current pari-mutuel wagering program) that were not in the prior year's pari-mutuel program or that are not being carried forward from the previous year's pari-mutuel wagering program. None

C. Maximum carryover pool to be allowed to accumulate before its distribution **OR** the date(s) designated for distribution of the carryover pool: No maximum carryover. Pool will be distributed on closing day, December 18, 2022

D. List any options requested with regard to exotic wagering.

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. Early bird wagering will be offered from 8:30 to 10:30 am on each racing day.

F. Type(s) of pari-mutuel or totalizator equipment to be used by the association and the simulcast organization, name of the person(s) supplying equipment, and expiration date of the service contract: AmTote, Keith Johnson. Contract expires 8/2025.

G. List below the takeout percentage for each type of wager identified in 10.A.

	TAKEOUT PERCENTAGE (Example) PNP5-14%
Race #1	Attached
Race #2	
Race #3	
Race #4	
Race #5	
Race #6	
Race #7	
Race #8	
Race #9	
Race #10	
Race #11	
Race #12	

Race #13

11. ADVANCE DEPOSIT WAGERING (ADW)

A. Identify the ADW provider(s) to be used by the association for this race meeting. TVG, XpressBet, NYRA Bets, Twin Spires.

B. Attach a copy of the agreement/contract with each ADW provider to be used for this race meeting.

C. Have the agreements/contracts been approved by the respective horsemen's groups?
Yes ☒ No ☐
If yes, attach a copy of the approval. If no, explain the status of the approval.

NOTICE TO APPLICANT: Pursuant to Business and Professions Code section 19604, ADW providers may accept wagers on races conducted in California from a resident of California if : 1) the ADW provider is licensed by the Board; 2) a written agreement allowing those wagers exists with the racing association or fair conducting the races on which the wagers are made; 3) the agreement shall have been approved in writing by the horsemen's organization responsible for negotiating purse agreements for the breed on which the wagers are made. ADW providers may accept wagers on races conducted outside of California from a resident of California if: 1) the ADW provider is licensed by the Board; 2) there is a hub agreement between the ADW provider and one or both of (i) one or more racing associations or fairs that together conduct no fewer than five weeks of live racing on the breed on which wagering is conducted during the calendar year during which the wagers are placed and (ii) the horsemen's organization responsible for negotiating purse agreements for the breed on which wagering is conducted.

12. SIMULCAST WAGERING PROGRAM

A. Simulcast organization engaged by the association to conduct simulcast wagering: SCOTWINC. Agreement is on file with CHRB and is in effect for this race meet.

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: Attached

D. Out-of-state wagering systems the association proposes to offer its live audiovisual signal: Attached

E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the association: Attached

F. California minisatellite wagering facilities the association proposes to offer its live audiovisual signal: Attached

G. For **THOROUGHBRED** racing associations, list the host track from which the association proposes to import out-of-state and/or out-of-country Thoroughbred races. Include the dates imported races will be held, and indicate whether a full card will be accepted. If the full card will not be imported, state "selected feature and/or stakes races".

NOTICE TO APPLICANT: Business and Professions Code section 19596.2(a) stipulates that on days when live Thoroughbred or fair racing is being conducted in the state, the number of Thoroughbred races that may be imported by an association or fair during the calendar period the association or fair is conducting its racing meeting cannot exceed a combined daily total of 50 imported Thoroughbred races statewide. The limitation of fifty (50) imported Thoroughbred races per day statewide does not apply to those races specified in Business and Professions Code section 19596.2(a)(1), (2), (3) and (4).

TOC
Thoroughbred Owners of California
Serving the California Thoroughbred Racehorse Owner

August 26, 2022

Mr. Jack Liebau
Los Alamitos Racecourse
4961 Katella
Los Alamitos, CA 90720

RE: Los Alamitos Race Course (LARC) 2022 Winter Race Meeting ADW Approvals

Dear Jack,

Pursuant to the Interstate Horseracing Act and applicable California law, the Thoroughbred Owners of California (TOC) agrees to the use of Los Alamitos Race Course (LARC) race signals under the terms and conditions set forth below.

Pursuant to Section 30, Intrastate Advance Deposit Wagering ("ADW") of the Race Meet Agreement between TOC and LARC, and the Geo-Location Agreement (Exhibit A) between TOC and each ADW provider, LARC 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 LARC and other Thoroughbred races during the 2022 Winter race meeting, December 7 through 20, 2022, as follows:

1. **California wagering on LARC 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 LARC races:

a. TVG, XpressBet, TwinSpires and NYRA shall pay a Host Fee of no less than 8.5% of gross out-of-state handle wagered by out-of-state account holders, plus a 1.25% California Purse Fee per SB 1072.
b. BetAmerica, Watch and Wager, and Game Play Network shall pay a Host Fee of no less than 60% of takeout (which includes a 1.25% California purse fee per SB 1072) of gross out-of-state handle wagered by out-of-state account holders.

This agreement in no way binds TOC to the same terms and conditions with respect to future race meetings. TOC's authorization shall not serve, nor should it be construed as, a precedent to future requests for permission to transmit race signals, and facilitate wagering on those signals, to the ADW providers specified herein or to any other ADW provider. TOC reserves the right to cancel or withdraw its authorization for any ADW provider, at any time, upon 48 hours written notice. These terms and conditions are subject to receipt by TOC of written confirmation of these terms, signed by authorized representatives of TVG, Xpressbet, TwinSpires, NYRA, BetAmerica, Game Play Network, and Watch and Wager.

Sincerely,

Jordyn Egan

Jordyn Egan, Executive Director

cc: Cathy Monji

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
~~Fresno Club One, Fresno~~
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
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

AmWest Entertainment, KY
Arapahoe Park, Colorado
Arima Race Course, Trinidad
Arizona Downs, Arizona
Arlington International Race Course, Illinois
Assiniboia Downs, Canada
Atlantis Resort and Casino, Bahamas
Bangor Raceway, Maine
Barrie Raceway, Ontario
Batavia Downs, New York
Belterra Race Course, OH
Bet America, LLC, North Dakota
Bet Fair Games Limited, UK
Bettor Racing OTB, South Dakota
Birmingham Race Course, Alabama
Bordertown OTB, Oklahoma
Borgata Casino, New Jersey
Buffalo Trotting Association, New York
Bwin International, Ltd.
Caliente (MIR), Mexico
Camarero, Puerto Rico
Canterbury Park, Minnesota
Capital District OTB, New York
Catskill Regional OTB, New York
Caymanas Race Track, Jamaica
Century Downs, Alberta, Canada
Century Miles, Alberta, Canada
Charles Town Races, West Virginia
Chester Downs - Pennsylvania
Churchill Downs, Kentucky
Clinton Teletheatre, Canada
Codere, Mexico
Codere, Spain
Columbus Raceway, Nebraska
Connecticut OTB, Connecticut
Corpus Christi Greyhound, Texas
Coushatta Casino Resort, Louisiana
Dayton Raceway, OH
Divi Carina Bay Casino, Louisiana
Delaware Park, Delaware
Delta Downs, Louisiana
Dover Downs, Delaware
Downs at Albuquerque, New Mexico
Ebet Online, Oregon
Egg Harbor Turf Club, New Jersey
Elite Turf Club, Curacao
Ellis Park, Kentucky
Elmira Raceway, Ontario
Equilottery, Kentucky
Equus St. Thomas, St. Thomas
Emerald Downs, Washington
Euro Offtrack, Isle of Man
Evangeline Downs, Louisiana
Evansville/Clarksville OTB, Indiana
Fairgrounds ADW, Louisiana
Fairgrounds Racecourse, Louisiana
Fair Meadows, Texas
Favorites at Gloucester, New Jersey
Favorites at Vineland, New Jersey
Finger Lakes Bets, NY
Finger Lakes Race Track, New York
Flamboro Downs, Ontario
Fonner Park, Nebraska
Fort Erie Racetrack, Canada
Foxwoods Casino, Connecticut
Fraser Downs, British Columbia
Freehold Raceway, New Jersey
Gillespie County Downs, Texas
Global Wagering Group, Germany
Global Wagering Solutions, Germany
Grand River, Canada
Grants Pass Downs, Oregon
Greentrack, Alabama
Greyhounds at Post Falls, Idaho
Gulf Greyhound, Texas
Gulfstream Park, Florida
Harrington Bets, Delaware
Harrington Raceway, Delaware
Hastings Park, Canada
Hawthorne ADW, Illinois
Hawthorne Race Course, Illinois
Hiawatha Downs, Ontario
Hipica de Panama, Panama
Hipodromo Camarero, Puerto Rico
Hipodromo Montericco, Peru
Ho-Chuck Casino, Connecticut
Hodge OTB, Connecticut
Hoosier Park, Indiana
Horsemen's Park, Nebraska
Horseshoe Council Bluffs, Iowa
Idaho Fall OTB, Idaho
Idabet, Iowa

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, 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
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 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
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

AmWest Entertainment, KY
Arapahoe Park, Colorado
Arima Race Course, Trinidad
Arizona Downs, Arizona
Arlington International Race Course, Illinois
Assiniboia Downs, Canada
Atlantis Resort and Casino, Bahamas
Bangor Raceway, Maine
Barrie Raceway, Ontario
Batavia Downs, New York
Belterra Race Course, OH
Bet America, LLC, North Dakota
Bet Fair Games Limited, UK
Bettor Racing OTB, South Dakota
Birmingham Race Course, Alabama
Bordertown OTB, Oklahoma
Borgata Casino, New Jersey
Buffalo Trotting Association, New York
Bwin International, Ltd.
Canterbury Park, Minnesota
Capital District OTB, New York
Catskill Regional OTB, New York
Century Downs, Alberta, Canada
Century Miles, Alberta, Canada
Charles Town Races, West Virginia
Chester Downs - Pennsylvania
Churchill Downs, Kentucky
Clinton Teletheatre, Canada
Columbus Raceway, Nebraska
Connecticut OTB, Connecticut
Corpus Christi Greyhound, Texas
Coushatta Casino Resort, Louisiana
Dayton Raceway, OH
Divi Carina Bay Casino, Louisiana
Delaware Park, Delaware
Delta Downs, Louisiana
Dover Downs, Delaware
Downs at Albuquerque, New Mexico
Ebet Online, Oregon
Egg Harbor Turf Club, New Jersey
Elite Turf Club, Curacao
Ellis Park, Kentucky
Elmira Raceway, Ontario
Equus St. Thomas, St. Thomas
Emerald Downs, Washington
Euro Offtrack, Isle of Man
Evangeline Downs, Louisiana
Evansville/Clarksville OTB, Indiana
Fairgrounds ADW, Louisiana
Fairgrounds Racecourse, Louisiana
Fair Meadows, Texas
Favorites at Gloucester, New Jersey
Favorites at Vineland, New Jersey
Finger Lakes Bets, NY
Finger Lakes Race Track, New York
Flamboro Downs, Ontario
Fonner Park, Nebraska
Fort Erie Racetrack, Canada
Foxwoods Casino, Connecticut
Fraser Downs, British Columbia
Freehold Raceway, New Jersey
Gillespie County Downs, Texas
Global Wagering Group, Germany
Global Wagering Solutions, Germany
Grand River, Canada
Grants Pass Downs, Oregon
Greentrack, Alabama
Greyhounds at Post Falls, Idaho
Gulf Greyhound, Texas
Gulfstream Park, Florida
Harrington Bets, Delaware
Harrington Raceway, Delaware
Hastings Park, Canada
Hawthorne ADW, Illinois
Hawthorne Race Course, Illinois
Hiawatha Downs, Ontario
Hipica de Panama, Panama
Hipodromo Camarero, Puerto Rico
Hipodromo Montericco, Peru
Ho-Chuck Casino, Connecticut
Hodge OTB, Connecticut
Hoosier Park, Indiana
Horsemen's Park, Nebraska
Horseshoe Council Bluffs, Iowa
Idaho Fall OTB, Idaho
Idabet, Iowa
Indiana Downs, Indiana
Inverness Raceway, Canada
Iowa Greyhounds, Iowa
Intermountain Racing, Idaho
John Martins Manor, Maine
Kawartha Downs, Ontario

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, 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
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 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
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 12F

Mini-Satellites

M1. Commerce Casino
6131 East Telegraph Road
Commerce, CA 90040
Phone: (323) 721-2100
Contact: Ralph Wong

M2. OC Tavern
2369 South El Camino Real
San Clemente, CA 92672
Phone: (949) 542-8877
Contact: Michael Merrigan

M3. Santa Clarita Lanes
21615 W. Soledad Canyon Rd.
Saugus, CA 93454
Phone: (661) 254-0540
Contact: Tom Cristi

M4. Sammy's of Lake Forest
23221 Lake Center Drive
Lake Forest, CA 92630
Phone: (949) 716-2367

M5. Tilted Kilt
1345 E. Thousand Oaks Blvd.
Thousand Oaks, CA 91362
Phone: (805) 777-7418
Contact: Robert Haupt

M6. Glen Arden Club
357 Arden Ave.
Glendale, CA 91203
Phone: (619) 241-3689
Contact: Kiko Zennedjian

~~**M7.** Strides SD Bar & Grill~~
~~100 Harbor Drive~~
~~San Diego, CA 921~~01
~~Phone: (619) 363-7166~~
~~Contact: Tony Martineau~~

M8. Firehouse Restaurant
7701 White Avenue
Bakersfield, CA 93313
Contact: Russ Johnson

M9. Lake Elsinore Casino
20930 Malaga Road
Lake Elsinore, CA 92530
Phone: (951) 674-5160
Contact: Pat Wilmes

~~**M10.** 58 Flat~~
~~4110 Bonita Road~~
~~Bonita, CA 91902~~
~~Phone: (619) 884-1291~~
~~Contact: Denny Kanakaris~~

M11. The Derby Room
3230 Hamner Avenue
Norco, CA 92860
Phone: (951) 692-3572
Contact: Jim Baerwald

Other tracks conducting racing during the Los Alamitos Winter Thoroughbred Meet (December 7, 2022 through December 20, 2022)

Aqueduct

Camarero

Charles Town

Delta Downs thru December 17

Fairgrounds

Golden Gate thru December 11

Gulfstream

Hawthorne

Laurel

Mahoning Valley

Mountaineer thru December 14

Oaklawn opens on December 9

Parx

Penn National

Remington Park

Tampa Bay

Turf Paradise

Turfway Park

Woodbine thru December 11

Zia Park (Mixed Meet)

THOROUGHBRED SIMULCAST RACES TO BE IMPORTED

Name of Host Track Race Dates Full Card or Selected Feature and/or Stakes Races Attached

H. For **QUARTER HORSE** racing associations, list the host track from which the association proposes to import out-of-state and/or out-of-country Quarter Horse races. Include the dates imported races will be held, and indicate whether a full card will be accepted. If the full card will not be imported, state "selected feature and/or stakes races".

QUARTER HORSE SIMULCAST RACES TO BE IMPORTED

Name of Host Track Race Dates Full Card or Selected Feature and/or Stakes Races

I. For **STANDARDBRED** racing associations, list the host tracks from which the association proposes to import out-of-state and/or out-of-country harness races. Include the dates imported races will be held, and indicate whether a full card will be accepted. If the full card will not be imported, state "selected feature and/or stakes races".

HARNESS SIMULCAST RACES TO BE IMPORTED

Name of Host Track Race Dates Full Card or Selected Feature and/or Stakes Races

J. For **ALL** racing associations, list imported simulcast races the association plans to receive that use breeds other than the breed of the majority of horses racing at its live horse racing meeting. Include the name of the host track, the dates imported races will be held, and how many races will be imported.

OTHER BREED SIMULCAST RACES TO BE IMPORTED

Name of Host Track Breed of Horse Race Dates Number of Races to be Imported

K. For **ALL** racing associations, if any out-of-state or out-of-country races will commence outside of the time constraints set forth in Business and Professions Code sections 19596.2 and 19596.3, attach a copy showing the agreement by the appropriate racing association(s).

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: Los Alamitos Racing Association, 4961 Katella Avenue, Los Alamitos, CA 90720

B. Names and addresses of the trustees or directors of the distributing agent: Board of Directors, Los Alamitos Racing Association, 4961 Katella Avenue, Los Alamitos, CA 90720

C. Dates the association will conduct races as charity racing days OR:

D. Will the association pay the distributing agent an amount equal to the maximum required under Business and Professions Code section 19550(b)? Yes ☒

NOTICE TO APPLICANT: Net proceeds from charity racing days shall be paid to the designated and approved distributing agent within 180 days following the conclusion of the association's race meeting in accordance with the provisions of Business and Professions Code section 19555. Thereafter, the distributing agent shall distribute not less than 90% of the aggregate proceeds from such charity racing days within twelve (12) calendar months after the last day of the meeting during which the charity racing days were conducted and shall distribute the remaining funds as soon thereafter as is practicable. At least 50% of the distribution shall be made to charities associated with the horse racing industry, in accordance with the provisions of Business and Professions Code section 19556(b) and (c).

14. RACING OFFICIALS, OFFICIALS, AND OFFICIATING EQUIPMENT

A. Racing officials nominated:

Association Veterinarian(s)	Dr. Dana Steed, DMV
Clerk of Scales	Charles McCaul
Clerk of the Course	Heather Correa
Film Specialist	Board of Stewards
Horse Identifier	Jennifer Paige
Horseshoe Inspector	Victor Tovar
Paddock Judge	Don August
Patrol Judges	Anthony Rose, Don August
Placing Judges	Jesus Calvillo, Randy Valdez
Starter	Gary Brinson
Timer	Russell Hudak

B. Management officials in the racing department:

Director of Racing	Scott Craigmyle
Racing Secretary	Jordan Casteneda
Assistant Racing Secretary	Nate Estrada
Paymaster of Purses	Dawn Jackson
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: Weinstein Court Reporter, P. O. Box 26634, Santa Ana, CA 92799. Mderig@weinsteincourtreporters.com. (949) 637-6071
.

D. Photographic device to be used for photographing the finish of all races, name of the person supplying the service, and expiration date of the service contract: Plusmic Corp., USA, Bill O'Brien, contract expires 12/31/22.

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 Communications, Jim Porep, contract expires 5/6/2023. One camera at the end of the homestretch, one camera at the end of the backstretch, one camera coming out fo the final turn, four pan cameras covering the entire track. There is no turf course at Los Alamitos.

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: The electronic timing devices are owned and operated by Los Alamitos Race Course.

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. Cathy Monji, Chief of Security. Organizational chart & list attached.

B. Estimated number of security guards, gatemen, patrolmen, or others to be engaged in security tasks on a regular full-time basis: One chief of security, one stable security manager, five gatemen, three investigators and twenty security guards.

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. Los Alamitos does not use detention stalls.
   b. Number of security guards in the detention stall area during a 24-hour period:
   c. Describe number and location of surveillance cameras in detention stall area.

3. TCO2 Testing:

   a. Number of races to be tested, and number of horses entered in each race to be tested: CHRB directives will be followed
   b. Plan for enhanced surveillance for trainers with high-test results: CHRB directives will be followed
   c. Plan for detention stalls for repeat offenders: CHRB directives will be followed.
   d. Number of security personnel assigned to the TCO2 program: CHRB directives will be followed.

C. Describe the electronic security system. Los Alamitos does not have an electronic security system.

1. Location and number of video surveillance cameras for the detention stall and stable gate: Los Alamitos does not have video surveillance in those areas.

Organizational Chart

LOS ALAMITOS RACE COURSE

SECURITY DEPARTMENT

DIRECTOR OF SECURITY	CATHY MONJI	OFFICE (714) 820-2810 CELL (949) 355-2203
LIEUTENANT	LUIS RIVAS	OFFICE (714) 820-2663 CELL (626) 675-3663
SERGEANT-DAY SHIFT	FRANK WOZNIAK	OFFICE (714) 820-2661 CELL (562) 275-5373
SERGEANT-DAY STABLE	FERNANDO GOMEZ	OFFICE (714) 820-2830 CELL (951) 768-7094
SERGEANT-NIGHT STABLE	JOSE ALVAREZ	OFFICE (714) 820-2830 CELL (714) 495-0954
DAY SHIFT SECURITY OFFICERS	LUIS RIVAS, JR. GUILLERMO CHAVEZ JOSE MURILLO	DESK/DISPATCH MAINLINE CLUBHOUSE
NIGHT SHIFT OFFICERS	BUNTHOEUN SOS JACKIE DIXON HENRY CHAMBERS	MEZZ MAINLINE PADDOCK
STABLE AREA OFFICERS	GABRIEL CASTELLANOS JORGE AVINA CESAR FRANCO	NIGHT STABLE GRAVEYARD SPLIT SHIFT
OFF HOUR OFFICERS STABLE GATE	JOSE ALVAREZ KENNETH GRANT APRIL DUDONE RONNIE WHITE CHERI WILLETT ARTURO SANDOVAL SHARRIL JANISKY MARCO AVINA BENJAMIN GARCIA	GRAVEYARD SWING GATE DAY WEST GATE SPLIT SHIFT NIGHT WEST GATE GRAVEYARD GATE DAY GATE MAIN GATE

Los Alamitos Racing Association

STAKES SECURITY PROGRAM

For stakes races with purses of $100,000 or more Los Alamitos Racing Association ("LARA") will follow the guidelines set forth in our Race Meet Agreement with the Thoroughbred Owners of California.

For stakes race of more than $100,000 the LARA will provide security personnel equipped with video cameras to be stationed in the barn of each trainer with a horse in that stakes. The security personnel will be stationed in the designated barn no less than 6 hours prior to post time and will accompany the horse to the receiving barn.

These additional personnel will be under the direction and supervision of the Los Alamitos Chief of Security.

In addition, 24 hours prior to the running of any graded stakes race with a purse of $200,000 or more the LARA will assign two additional security guards to the barn area with the specific instruction to monitor the barns of the trainers with horses entered in that stakes.

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: Huntington Ambulance Service, Box 145, Sunset Beach, CA 94742. Telephone (714) 820-2845

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: At Santa Anita: Symons Ambulance, 18592 Cajon Blvd., San Bernardino, CA 92407. Telephone (626) 222-4236. At San Luis Rey Downs: Mercy Medical Transportation Inc., 2538 Old San Pasqual Road, Escondido, CA 92027, Telephone (760) 525-2688.

1. Attach a certification from the ambulance service(s) listed in 16.B. certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.

C. Describe the on-track first aid facility, including equipment and medical staffing. Contracted track physician. Oxygen equipment, blood pressure monitoring, backboard, cervical spine collar, three patient beds.

D. Name and emergency telephone number of the licensed physician on duty during the race meeting: Dr. Michael Morris, (714) 820-2710.
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):

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: Los Alamitos Medical Center, 3571 Katella Avenue, Los Alamitos, CA 90720. (562) 598-1311. Long Beach Memorial Hospital (certified trauma center), 2801 Atlanta Avenue, Long Beach, CA 90806 (562) 933-2000. UC Irvine Medical Center, 101 The City Drive, Orange, CA 92868 (714) 456-7890.

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): Frank Sherren, Safety Manager, Juan Ramos, Assistant Safety Manager.

H. Attach a fire clearance from the fire authority having jurisdiction over the premises.

I. Name of the workers' compensation insurance carrier for the association and the number of the insurance policy (if self-insured, provide details): Self insured; Finish Line Self Insurance

Huntington Ambulance,LLC

CHRB
1010 Hurley Way #300
Sacramento, CA 95825

April 8, 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

Stacey O'Bryan - President
Huntington Ambulance, LLC

MERCY
Medical
Transportation
Inc.

Valley Center Office
27350 Valley Center Road
Valley Center, CA 92082
(760) 751-9797 – Office
(760) 751-8880 – Fax

April 8, 2022

California Horse Racing Board
1010 Hurley Way
Sacramento, CA 95825

RE: Ambulance Certification Letter

Mercy Medical Transportation, Inc. only employs Paramedics and Emergency Medical Technicians (EMTs) that are licensed in the State of California and the County of San Diego. All our Paramedics and EMTs undergo a comprehensive interview and skills assessment, drug assessment, and all employees are run through a Department of Justice (DOJ) background investigation, along with OIG, System for Award Management (SAM) and Medi-Cal as required by San Diego County Emergency Medical Services.

Mercy Medical Transportation, Inc., also participates in the Department of Motor Vehicles (DMV) Employer Pull Notice program, which is required by the California Highway Patrol (CHP). Moreover, Mercy Medical Transportation, Inc., has created a thorough and dynamic Quality Assurance / Quality Improvement Program, which places high standards on emergency services best practices in the areas of personnel training, equipment familiarization, and quality patient care and customer service.

Should you require any additional information, please do not hesitate to contact me.

Respectfully,

Richard F Roesch
President
Mercy Medical Transportation, Inc.
Phone: 760-525-2688
Email: rick@mercymedtrans.com

symbiosis
Care *Reimagined.*

March 28, 2022

To Whom It May Concern:

This letter shall serve as a statement of affirmation that all Emergency Medical Technicians and Paramedics employed by Symons Emergency Specialties, Inc. dba Symbiosis are trained, background checked and state certified in order to fulfill their job duties as authorized by the state of California Emergency Medical Services Authority.

Respectfully,

Dawn Downs
President
(951) 283-9861
ddowns@symbiosiscare.com

POST TIME
SELF INSURANCE GROUP

Steps Required in Reporting a Workers Compensation Accident

1. **Immediately Report an accident** to Post Time Self Insurance Group (714) 820-2743. **You must report the incident within 24 hours.**

2. **Obtain a treatment authorization form** from the Post Time Self Insurance Group Office or, **if on a weekend, from the Security office.**

3. Go to the **designated clinic** for treatment.
   Healthpointe Medical Center
   7052 Orangewood Ave, Suite 6
   Garden Grove (714) 903-1100

POST TIME
SELF INSURANCE GROUP

Pasos Requeridos en Caso de un Accidente

1. **Inmediatamente reporten** el accidente a la oficina de Post Time Self Insurance Group (714) 820-2743. **Tiene que ser reportado dentro de las primeras 24 horas del incidente.**

2. **Obtengan la forma de autorización** para tratamiento de la oficina de Post Time Self Insurance Group o, **en los fines de semana, de la oficina de seguridad**

3. Vayan a la **clínica designada**
   Healthpointe Medical Center
   7052 Orangewood Ave, Suite 6
   Garden Grove (714) 903-1100

August 29, 2022

California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, California 95825

Attn: Scott Chaney
Executive Director

Re: Exemption from 45-day Provision of Rule 1927- Los Alamitos

Commissioners:

During its Race Meet from December 7, 2022 through December 20, 2022, the Los Alamitos Racing Association with respect to Los Alamitos Race Course, hereby requests exemption from the 45-day provision of Board Rule 1927. A Fire Clearance for the Los Alamitos Facility was filed with the CHRB during the current calendar year and it is the policy of the Fire Department to issue such clearance on a yearly basis.

Respectfully submitted
Los Alamitos Racing Association

By _____
Jack Liebau, Vice President

ORANGE COUNTY FIRE AUTHORITY

P. O. Box 57115, Irvine, CA 92619-7115 • 1 Fire Authority Road, Irvine, CA 92602-0125

Lori Smith, Assistant Chief/Fire Marshal (714) 573-6000 www.ocfa.org

FIRE CLEARANCE LETTER

November 07, 2022

Los Alamitos Race Course
4961 Katella Ave.
Cypress, CA 90630
Attn: Frank Sherren

Subject: Fire and Life Safety Inspection

Dear Mr. Sherren,

An inspection was conducted by the Orange County Fire Authority (OCFA) at 4961 Katella Ave. Cypress, CA 90630 on October 20, 2022. At the time of the inspection there were no fire or life safety violations found. This letter will serve as your Fire Clearance from the OCFA.

Please contact me directly, if you have any questions or concerns.

Respectfully,

Josephine Sanchez
Fire Prevention Specialist
Orange County Fire Authority
Cell: (714) 715-0871

ORANGE COUNTY FIRE AUTHORITY
P.O. Box 57115, Irvine, CA 92619-7115 • 1 Fire Authority Road, Irvine, CA 92602
Lori Smith, Assistant Chief/Fire Marshal (714) 573-6000 www.ocfa.org

FIRE AND LIFE SAFETY INSPECTION CLEARANCE LETTER

March 8, 2022

Frank Sherren
Los Alamitos Race Course
4691 Katella Avenue
Cypress, CA 90630

Subject: Fire and Life Safety Inspection

An inspection was conducted by the Orange County Fire Authority (OCFA) for the Los Alamitos Race Course at 4691 Katella Avenue, Los Alamitos, CA 90630. This inspection was performed on October 5, 2021 by OCFA Fire Inspector, Kenneth Wiggins. The inspection report will be turned in for data entry to OCFA records. This letter will serve as your fire clearance from the OCFA.

Please contact me directly if you have any questions or concerns.

Respectfully,

Kenneth Wiggins
Fire Inspector
Prevention Field Services Section
(714) 229-8801
kennethwiggins@ocfa.org

North County Fire Protection District
330 S. Main Ave.
Fallbrook, CA 92028
(760) 723-2010

Tuesday, 23 November, 2021

Attn: Teresa Jennings

Property Address:
San Luis Rey Training Center
5772 CAMINO DEL REY
BONSALL, CA 92003

Re: Initial - Fire & Life Safety on November 23 2021

NOTICE OF INSPECTION - COMPLETED

CONGRATULATIONS, your Fire and Life Safety Inspection has satisfactorily been completed and no violations were noted at this time. The North County Fire Protection District would like to thank you for making fire and life safety a priority.

If you have any questions regarding our Fire and Life Safety Inspection program, please contact the Fire Prevention Bureau at: (760) 723-2010.

Inspection Notes:
This facility was deferred to NCFPD Fire Prevention Bureau personnel who is handling the inspection.

Inspector:

Fire Protection Spec. Aaron Murg
amurg@ncfire.org
760-723-2042

Property Representative:

CA-37075 / 1369262 / 380140

City of Arcadia

Fire Department

June 15, 2022

California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

RE: Los Angeles Turf Club Fire Clearance

To Whom It May Concern:

The Arcadia Fire Department, Fire Prevention Bureau, conducted a Fire and Life Safety Inspection of the facilities at Los Angeles Turf Club to be used for the dates of July 1, 2022, through December 10, 2022.

It is requested that this letter be accepted as the report of that inspection. During the inspection no serious fire or life safety code violations were noted, and all permitted uses may continue.

In accordance with regulations as adopted by the California Horse Racing Board, this letter may be accepted as a fire clearance from this office for the aforementioned racing dates at Los Angeles Turf Club, Arcadia, California.

Sincerely,

Mark Krikorian
Fire Marshal

cc: Nate Newby, Senior Vice President & General Manager, L.A.T.C
Jason Spetnagel, Vice President of Operations, L.A.T.C.
Ed Martinez, Director of Facilities & Grounds, L.A.T.C.
Joshua Funk, Fire Marshal, L.A.T.C.

Barry R. Spriggs
Fire Chief

710 South Santa Anita Avenue
Arcadia, CA 91006
(626) 574-5100
(626) 446-7410 (fax)
www.ArcadiaCA.gov

Group. Certificate #4524-001

J. Attach a Certificate of Insurance for workers' compensation coverage. The CHRB is to be named as a certificate holder and given not less than ten (10) days' notice of any cancellation or termination of insurance that secures the liability of the association for payment of workers' compensation.

NOTICE TO APPLICANT: Every licensee conducting a horse racing meeting shall, pursuant to Business and Professions Code section 19481.3, maintain, staff, and supply an on-track first aid facility, which may be either permanent or mobile, that shall be staffed and equipped as directed by the Board. A qualified and licensed physician shall be on duty at all times during live racing, except that this provision shall not apply to any Quarter Horse racing at the racetrack if there is a hospital situated no more than 1.5 miles from the racetrack and the racetrack has an agreement with the hospital to provide emergency medical services to jockeys and riders. An ambulance licensed to operate on public highways provided by the track shall be available at all times during live racing and shall be staffed by two emergency medical technicians licensed in accordance with Division 2.5 (commencing with Section 1797) of the Health and Safety Code, one of whom may be an Emergency Medical Technician Paramedic, as defined in section 1797.84 of the Health and Safety Code. Each racing association and racing fair shall adopt and maintain an emergency medical plan detailing the procedures that shall be used in the event of an on-track injury. The plan shall be posted in each jockey room in English and Spanish. Prior to every race meeting, the racing association or racing fair shall contact area hospitals to coordinate procedures for the rapid admittance and treatment of emergency injuries. Each racing association or racing fair shall designate a health and safety manager and assistant manager, who shall be responsible for compliance with the provisions of this section, and one of whom shall be on duty at all times when live racing is conducted. The health and safety manager may, at the discretion of the racing association, be the person designated to perform risk management duties on behalf of the association.

17. CONCESSIONAIRES AND SERVICE CONTRACTORS

Names and addresses of all persons to whom a concession or service contract has been given, **other than those already identified,** and the goods and/or services to be provided by each: Handicappers: Bob's Card, Tiffany Bohland, 6288 Highland Meadows Drive, Medina, OH 44256; Today's Racing Digest, Jason Karches, 2080 Las Plamas, Carlsbad, CA 92009

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: $103,000
Promotional/Marketing budget for prior race meeting: $103,000

C. Number of hosts and hostesses employed for meeting: 8

D. Describe facilities set aside for new fans. Special mutuel windows designated for newcomers

E. Describe any improvements to the physical facility in advance of the meeting that directly benefit:
1. Horsemen
2. Fans New entrance to Ed Burgart lounge
3. Facilities in the restricted areas '

19. SCHEDULE OF CHARGES

A. List proposed charges. Note any changes from the previous year.
Admission (general) $3

Number: 4524-001

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

LOS ALAMITOS RACING ASSOCIATION AND QUARTER HORSE RACING, INC, A GENERAL PARTNERSHIP, DBA LOS ALAMITOS RACE COURSE

(Name of Affiliate)

FINISH LINE SELF INSURANCE GROUP, INC.

(Master Certificateholder)

has complied with the requirements of the Director of Industrial Relations under the provision of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause shown.*

EFFECTIVE:

THE 1st DAY OF **JULY** **2005**

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA

MARK T. JOHNSON, MANAGER

JOHN M. REA, DIRECTOR

*Revocation of Certificate.-- "A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of the solvency of such employer, the inability of the employer to fulfill his obligations, or the practice by such employer or his agent in charge of the administration of obligations under this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him." (Section 3702 of Labor Code.) The Certificate may be revoked for noncompliance with Title 8, California Aministrative Code, Group 2 --Administration of Self-Insurance.

Form A-4 -10 A

FINILIN-03 PRZEMIELEWSKIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/8/2021

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: Sara Przemielewski PHONE (A/C, No, Ext): (925) 660-3531 FAX (A/C, No): E-MAIL ADDRESS: Sara.Przemielewski@ioausa.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Safety National Casualty Corp — 15105
INSURED Los Alamitos Racing Assoc and Quarter Horse Racing, Inc. 4961 Katella Avenue Los Alamitos, CA 90720	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SP4065854	1/1/2022	1/1/2023	X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage

CERTIFICATE HOLDER

California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

Admission (clubhouse)	$5
Reserved seating (general)	Free
Reserved seating (clubhouse)	Free
Parking (general)	Free
Parking (preferred)	$6/$10 premium
Parking (valet)	Not offered
Programs (on-track)	$3
(off-track)	$3

B. Describe any "Season Boxes" and "Turf Club Membership" fees. Turf Club season table $480, Grandstand Season Table $250

C. Describe any "package" plans, such as combined parking, admission, and program. None

20. JOCKEYS/DRIVERS' QUARTERS

A. Check the applicable amenities available in the jockeys/drivers' quarters.
☒ Corners (lockers and cubicles) How many 60

☒ Showers ☒ Steam room, sauna, or steam cabinets ☒ Lounge area

☒ Masseur ☒ Food/beverage service ☒ Certified platform scale

B. Describe the quarters to be used for female jockeys/drivers. Separate quarters with showers, lockers and sauna.

21. BACKSTRETCH EMPLOYEE HOUSING

A. Inspection of backstretch housing has been requested and will be completed prior to the beginning of the race meet.

B. Number of rooms used for housing on the backstretch of the racetrack: 195

C. Number of restrooms available on the backstretch of the racetrack: 11 men, 8 women's

D. Estimated ratio of restroom facilities to the number of backstretch personnel: 1 to 20

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: 5,100 feet.

B. Describe the type of track surface at the facility, including the specific track surface composition. 81% sand, 16% silt and clay, 3% organic

C. The percent of cross slope in the straightaways is:
3%
The percent of cross slope in the center of the turns is: 6%

D. Describe the type(s) of materials used for the inner and outer railings of the race course, the type

of inner railing supports (e.g., metal gooseneck, wood 4" x 4" uprights, offset wood 4" x 4" supports, etc.), the coverings, if any, on the top of the inner railing, and the approximate height of the top of the inner railing from the level of the race course. The inner rail is a slant rail with and aluminum face and a three foot galvanized safety panel. The outside rail is a gooseneck design with a 4 x 6 steel tubing as the rail. A height of 40 inches is maintained on both rails.

E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474: Rick Hughes, Track Superintendent, Dennis Moore, Track Consultant.

F. Attach a Track Safety Maintenance Program pursuant to CHRB Rule 1474.

G. If the association is requesting approval to implement alternate methodologies to the provisions of Article 3.5, Track Safety Standards, pursuant to CHRB Rule 1471, attach a Certificate of Insurance for liability insurance that will be in force for the duration of the meeting specified in Section 2. The CHRB is to be named as a certificate holder and given not less than ten (10) days' notice of any cancellation or termination of liability insurance. Additionally, the CHRB must be listed as additionally insured on the liability policy at a minimum amount of $3 million per incident. The liability insurance certificate must be on file in the CHRB headquarters office prior to the conduct of any racing.

23. DECLARATIONS

A. All labor and lease agreements and concession and service contracts necessary to conduct the entire meeting have been finalized, except as follows (if no exceptions, so state): No exceptions

B. Attach each horsemen's agreement pursuant to CHRB Rule 2044.

C. Attach an agreement to provide for race-day furosemide administration, pursuant to CHRB Rule 1845.

D. Attach a lease agreement permitting the association to occupy the racing facility during the entire term of the meeting. (In the absence of either a lease agreement or a horsemen's agreement, a request for an extension pursuant to CHRB Rule 1407 shall be made.)

E. All service contractors and concessionaires have valid state, county, or city licenses authorizing each to engage in the type of service to be provided and have valid labor agreements, when applicable, which remain in effect for the entire term of the meeting, except as follows (if no exceptions, so state): No exceptions

F. Absent natural disasters or causes beyond the control of the association, its service contractors, concessionaires, or horsemen participating at the meeting, no reasons are believed to exist that may result in a stoppage to racing at the meeting or the withholding of any vital service to the association, except as follows (if no exceptions, so state): No exceptions

NOTICE TO APPLICANT: Pursuant to CHRB Rule 1870 and Rule 1871, the CHRB shall be given fifteen (15) days' notice in writing of any intention to terminate a horse racing meeting or the engagements or services of any licensee, approved concessionaire, or approved service contractor.

24. CERTIFICATION BY APPLICANT

I hereby certify under penalty of perjury that I have examined this application, that all of the foregoing



RACE MEET AGREEMENT

Winter 2022

BETWEEN

LOS ALAMITOS RACING ASSOCIATION

AND

CALIFORNIA THOROUGHBRED TRAINERS

December 7, 2022 – December 20, 2022

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RACE MEET AGREEMENT

LOS ALAMITOS RACING ASSOCIATION

December 7, 2022 – December 20, 2022

THIS AGREEMENT is entered into by and between Los Alamitos Racing Association (hereinafter referred to as "TRACK") and the California Thoroughbred Trainers, Inc., a California Corporation, (hereinafter referred to as "CTT") and becomes effective on December 7, 2022, the first day of TRACK's 2022 Winter Meet, except as otherwise provided herein, (hereinafter referred to as "2022 Winter Meet").

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 2014, through 2043; and

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 racetrack, track safety, the backstretch and the welfare of trainers and other backstretch personnel, have reached an understanding with reference to the foregoing and other matters and things hereafter specified, and desire to incorporate their understanding in writing.

AGREEMENT

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 December 7, 2022, through December 20, 2022, which meet is hereinafter referred to as the "2022 Winter Meet."

II.

PURSE PROJECTIONS

TRACK shall provide to CTT prior to the 2022 Winter Meet for CTT's information, TRACK's projections (and supporting documents) of estimated purses for the 2022 Winter Meet.

III.

CTT DISTRIBUTIONS

TRACK shall pay to CALIFORNIA THOROUGHBRED TRAINERS, INC. ("CTT") for the 2022 Winter Meet the portion deducted for all purses pursuant to Section 19613 of the California *Business & Professions Code.* Specifically, TRACK shall pay one percent (1%) to CTT for the CTT Backstretch Employees' Retirement Savings Pension Plan/Trust and administrative expenses and one-half percent (1/2%) to CTT from any and all monies deducted for purses from the gross handle. The amounts payable to CTT pursuant to this provision may be referred to sometimes collectively as "CTT Distribution." TRACK shall also pay to CTT, in a timely fashion as may be established by normal industry practice or by general agreement of the parties, all other statutory distributions due CTT including, without limitation, amounts payable pursuant to California *Business & Professions Code* section 19604. Purse money and commissions generated from any Simulcasting shall be divided in accordance with the applicable provisions of the California *Business and Professions Code.*

The sums payable under this paragraph shall be paid on by TRACK within sixty (60) days after the close of the race meet or as soon thereafter as feasible, along with a statement indicating the method of calculating such 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 use its best efforts to make its first Condition Book for the 2022 Winter Meet available to horsemen at least 10 days prior to opening day and agrees that said book will include an index of races.

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, testing, 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

(a) In the allocation and assignment of stall space for thoroughbreds, so long as the trainer is duly licensed, TRACK will not discriminate in any way against any trainer by reason of membership of any trainer in the CTT, or by way of any arbitrary or capricious conduct by TRACK. If any trainer asserts that TRACK shall have so discriminated on such ground or grounds, then the trainer claiming to be so aggrieved may submit his claim to TRACK or to CTT for examination, and if CTT shall then believe the claim to have merit, CTT shall be entitled to present the merits of the grievance on behalf of such trainer to TRACK. If the dispute is not settled, TRACK and CTT agree that the matter is to proceed immediately to arbitration before a hearing officer chosen by mutual consent by TRACK and CTT. If TRACK and CTT cannot agree on a hearing officer chosen by mutual consent, a hearing officer shall be appointed immediately by the CHRB.

(b) Each stall application shall refer to the particular horses for which stalls are requested and no substitution of horses shall be permitted without TRACK's prior consent.

(c) TRACK agrees to use its best efforts to provide stalls to horses that are in a condition to train and run. Stalls will be allocated and made available, without charge, to those thoroughbred horses for which TRACK's Racing Secretary has approved stalls. Stalls shall be assigned only to trainers engaged in the care and training of thoroughbreds, which TRACK has approved and to which TRACK has allocated stalls to prepare for racing. TRACK's obligations to furnish and allocate stalls shall be subject to TRACK's right to withdraw stalls allocated to horses not currently approved for racing or preparation for racing, or not actually training for racing, and to TRACK's needs for access to such stalls for repairs, maintenance, and construction. TRACK will assure that stalls being repaired will be substituted for by other stalls at TRACK's cost, if applicable.

(d) It is the intention of TRACK that stall allocations shall be made primarily on the basis of the quality and condition of the horses for which stall space is requested upon the availability of stall space and taking into consideration the character of the Meet contemplated to be held by TRACK and the horses suitable for the holding of such race meet.

(e) TRACK shall not allocate more than forty (40) stalls to any one trainer. 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 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. It is acknowledged that approximately 800 stalsl at the Track are leased to the Southern California Stabling and Vanning Committee and that Track does not control the allocation of any of those 800 stalls.

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 V 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 Winter Meet.

IX.

FIRST POST TIME

All Post times for the 2022 Winter Meet must be submitted for approval of the CHRB in TRACK's initial application for license. Any changes in Post time following the opening of the

2022 Winter Meet must be submitted concurrently to CHRB and CTT for their approval. The first post of TRACK's daily racing program shall begin at 1:00 pm on Thursdays through Sundays.

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.

STABLING AT AND VANNING FROM AUXILIARY STABLING FACILITIES

TRACK shall, at least sixty (60) days prior to the opening of the 2022 Winter Meet, notify the California Horse Racing Board and CTT of the offsite facility(ies) which is/are acceptable to TRACK as the auxiliary stabling facility(ies) so long as such can be accomplished without compensation of any nature whatsoever, direct or indirect, by TRACK to such facility(ies) other than such compensation as provided in the California Horse Racing Law and so long as the facility(ies) is recognized as an approved year-long training facility by the CHRB.

TRACK agrees it will provide auxiliary stall applications for horses to be stabled at auxiliary stabling facilities well in advance of the opening of TRACK's Race Meeting. Said auxiliary stalls shall be made available without cost to horsemen, pursuant to Section 19535 of the California Horse Racing Law.

CTT and TRACK agree to use their best efforts to cause eligible horsemen to be reimbursed promptly for vanning as provided in Sections 19535(b) and 19605.7(d) of the Business and Professions Code.

TRACK agrees to provide an official vet at the offsite stabling facility(ies) at reasonable intervals to allow trainers to work horses for removal from the Vet's List.

XII.

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.

XIII.

ANTI-MONOPOLY PROVISION

TRACK acknowledges CTT's interest in assuring that horsemen will, during the 2022 Winter 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.

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.

XIV.

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 Winter Meet.

TRACK further agrees to issue to all CTT Board members, its President, Executive Director, Northern California Manager, Deputy Director, and General Counsel, and members of the CTT Backstretch Employees' Pension Administrative Committee VIP or "official" credentials for the 2022 Winter Meet, including but not limited to, an "official" pin and Turf Club, or equivalent, guest pass. All other CTT authorized personnel, California Horsemen's Safety Alliance, Finish Line Self Insurance Group, Post Time Self Insurance Group, and Edwin J. Gregson Foundation Board Directors, who are not trainers or otherwise covered herein, shall receive an "official" pin.

XV.

TRAINING/STABLING/EMPLOYEE HOUSING FACILITIES

At all times during the 2022 Winter Meet, TRACK will cause the main track to be open at 5:30 a.m. and to remain open until 10:00 a.m. every day of the week.

It is the intent of TRACK and CTT that the main track will be maintained by TRACK in good and safe condition (except in the event of a water shortage or other unforeseen conditions of which TRACK has notified the CTT) and be available for training seven (7) days a week on each day horses are stabled at TRACK.

TRACK agrees, while horses are stabled at TRACK during its Meet, to have a manned, operating starting gate for training on the main track.

TRACK and CTT agree that they shall work cooperatively in attempts to assess and remedy any conditions that may adversely affect the main track, and inner track, during the 2022 Winter Meet and while the main track, and inner track, are open for training preceding and following the 2022 Winter Meet. TRACK further agrees to use reasonable efforts to maintain the main track, and inner track, surrounding roads and the barn area in good and safe condition.

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.

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.

Without approval of the other party, neither party shall make any rules or enforce any conditions that differ from those established by the CHRB.

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.

XVI.

BACKSTRETCH CAFETERIA

During the 2022 Winter Meet, 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.

XVII.

TRACK SAFETY

Within a reasonable time following its receipt, not to exceed 72 hours, TRACK agrees to provide or otherwise make reasonably available to CTT for review, and to meet with CTT representatives at mutually agreeable times during each of TRACK's 2022 Winter Meet, or otherwise, to discuss, information concerning the soil or material composition, construction, engineering and remediation of TRACK's main track, and inner track, including, without limitation, to the extent they exist, material laboratory analyses, consultant analyses, daily maintenance protocols and reports, and remediation recommendations. TRACK agrees to provide to CTT on an ongoing basis throughout the calendar year and as set forth above, including any time during which the TRACK may be closed for racing and/or stabling, including such weeks/months when racing is not conducted, any and all testing reports, data or recommendations done by, requested by and/or provided to TRACK, the California Horse Racing Board, Breeders' Cup or other entity. TRACK and CTT mutually agree to grant authorization to each other to obtain and to release to each other any information regarding track testing reports, data or recommendation in the custody, possession or control of the California Horse Racing Board, Breeders' Cup or other entity, upon its receipt by TRACK. CTT agrees to exercise its discretion regarding whether or not to disseminate any such reports received pursuant to this Agreement.

TRACK will make available all horse ambulance reports to CTT, as generated, and no later than on a weekly basis during TRACK's 2022 Winter Meet, as well as the training period before and after the 2022 Winter Meet as provided for in this Agreement.

Within a reasonable time following its receipt, not to exceed 72 hours, CTT agrees to provide or otherwise make reasonably available to TRACK for review, to the extent they exist and are in the possession, control, or custody of CTT, any material laboratory analyses, consultant analyses, daily maintenance protocols and reports, and remediation recommendations. Any CTT employee, agent, or person CTT causes to be on the main track, or inner track must be licensed by the CHRB before said individual enters the main track, or inner track. Additionally, said individual shall follow and comply with all applicable laws, rules and regulations. Moreover, CTT agrees to indemnify and hold harmless TRACK, and its respective affiliates, members, partners, shareholders, officers, directors, employee, attorneys, and agents from and against any and all claims, demands, suits, losses, damages, injuries, liabilities, costs and expenses, including reasonable attorneys fee, that arises as a result of said individual being on the main track, grass

course, or training track. The preceding sentence does not pertain to trainers, exercise riders, jockeys or grooms performing their regular duties relating to training.

XVIII.

SIGNAGE & 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.

XIX.

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.

XX.

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.

XXI.

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 Winter Meet and shall not file or 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.

XXII.

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, stall applications and applicants, 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.

XXIII.

DEFAULT

The respective covenants herein contained are concurrent, and no party who is in default of this agreement shall have the right to enforce any covenant hereunder until said default has been cured. If any dispute shall arise hereunder which requires litigation or arbitration, the prevailing party shall be entitled to its costs of suit, including a reasonable attorney's fee.

XXIV.

EXCHANGE WAGERING

TRACK agrees to consult with CTT prior to implementing or offering exchange wagering at TRACK during the term of this Agreement.

XXV.

MISCELLANEOUS

25.1 No Discrimination: No party to this agreement shall discriminate against the other party due to membership in CTT or TRACK, or by reason of a person's race, color, creed, religion, national origin or ancestry, sex, or age.

25.2 No Assignment: This agreement shall not be assigned by any party without the prior written consent of the other party.

25.3 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.

25.4 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.

25.5 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.

25.6 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.

25.7 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, to F. Jack Liebau, Vice President, Los Alamitos Racing Association, 4961 Katella Ave., Los Alamitos, CA 90720

(b) If to CTT, to Alan F. Balch, Executive Director, P.O. Box 660039, Arcadia, CA 91066-0039.

25.8 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.

XXVI.

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).

XXVII.

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.

XXVIII.

RESERVATION OF RIGHTS

The terms of this Agreement shall be without prejudice to the abilities of the parties to challenge, by legal proceedings or otherwise, any rights, obligations or privileges which are the subject hereof at any time during the pendency or upon termination of this Agreement, and the parties hereto shall not be deemed to waive or abridge any rights, claims or privileges at any time during or after the term of this Agreement.

XXIX.

BINDING ON ALL SIGNATORIES

The persons signing on behalf of all undersigned parties agree to be bound by the terms of this Agreement, whether directly or indirectly. The persons signing on behalf of the parties designated below herein warrant that they have the legal authority to execute this Agreement. Each undersigned party agrees to take all such actions and to execute all such documents as may be necessary and desirable to implement the provisions of this Agreement fully and effectively. This Agreement is binding on all signatories below without reservation.

LOS ALAMITOS RACING ASSOCIATION

Sept. 15, 2022
Date

F. Jack Liebau
Vice President

CALIFORNIA THOROUGHBRED TRAINERS, INC.

August 30, 2022
Date

Alan F. Balch
Executive Director



TOC

Thoroughbred Owners of California

Serving the California Thoroughbred Racehorse Owner

2022

RACE MEET AGREEMENT

BETWEEN

LOS ALAMITOS RACING ASSOCIATION

AND

THOROUGHBRED OWNERS OF CALIFORNIA

December 7, 2022

Through

December 20, 2022

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2022 RACE MEET AGREEMENT

Los Alamitos Racing Association
December 7, 2022 through December 20, 2022

THIS AGREEMENT is entered into by and between Los Alamitos Racing Association (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 Meeting, except as otherwise provided herein.

RECITALS

WHEREAS, TRACK is a duly licensed Fair or 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 and/or the Thoroughbred portion of race meeting conducted by TRACK under license from the California Horse Racing Board for the period commencing December 7, 2022 through December 20, 2022, herein referred to as the "2022 Meet".

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.

GROSS DISTRIBUTION

Whenever the term "GROSS DISTRIBUTION" is used herein, it shall mean and refer to those portions of the funds handled in TRACK's parimutuel 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*, increased by the amount of the underpayment of purses during TRACK's 2021 Meet, if any. The Gross Racing Distribution shall be reduced by 1-3/4% to be paid, as directed in writing by TOC, to TOC for NTRA as authorized in Section 19613.05(a) of the California Business and Professions Code.

The Gross Racing Distribution shall include unclaimed refunds ("outs"), if any, from TRACK's 2021 Meet if applicable 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.

IV.

TOC AND CTT DISTRIBUTIONS

In addition to the purse money specified in Paragraph V below, and pursuant to the Horse Racing Law, TRACK will pay to TOC and CTT by four separate checks, three percent (3%) of the Gross Distribution to be used as follows: two-thirds of one percent (2/3%) to TOC and one-third of one percent (1/3%) to CTT for administrative expenses and services rendered to horsemen (checks payable to TOC and CTT, Inc., respectively), one percent (1%) for welfare funds (check payable to California Thoroughbred Horsemen's Foundation, Inc.) and one percent (1%) for a pension program for backstretch personnel to be administered by CTT (check payable to CTT Backstretch Pension Fund).

Payment shall be made when TRACK determines total purse money generated during the 2022 Meet but in no event longer than 30 days from the close of the 2022 Meet.

V.

NET 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 in accordance with Section 19613.05(a) of the California *Business and Professions Code; if applicable; and,*
3. Funds authorized for the Cal-bred Maiden Bonus program 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 a sum equal to 95-1/4% of the Gross Distribution and will pay the remaining 4-3/4% as set forth in Articles III and IV. The amounts payable in stakes and overnight purses will hereafter be referred to as "Net Distribution," regardless of any actual underpayment or overpayment of such amounts payable. By way of example only, and solely by way of clarification: If, at said 2022 Meet, TRACK's Gross Distribution was $1,000,000.00, TOC would receive two-thirds of one percent (2/3%); CTT would receive one-third of one percent (1/3%); California Thoroughbred Horsemen's Foundation, Inc. would receive one percent (1%); CTT Backstretch Pension Fund would receive one percent (1%),

and TOC would receive for NTRA an additional 1-3/4%. The Net Distribution would be $952,500.00.

TRACK shall, during the 2022 Meet, include in purse money available any underpayment from the 2021 Meet, if any, any unpaid surplus due to horsemen from the SCOTWInc 6% fund generated during the 2022 Meet reduced by 4-3/4% and paid to TOC and CTT in the same percentages as provided in Articles IV and V.

VI.

STAKES SCHEDULE

From the total purse distribution available for the 2022 Meet, the amount of horsemen's money paid as stakes shall be in accordance with the schedule attached hereto and made a part hereof as Exhibit "A," unless otherwise agreed upon by TRACK and TOC.

When a division of stakes event is necessary, it is agreed that TRACK will not increase the purse by more than fifty percent (50%) of the purse originally scheduled, provided further, however, that, when a stakes originally scheduled for $75,000 or more is split, each division shall be run for a purse of $60,000. Additional purse money paid as the result of splitting a stakes shall be considered stakes money and shall not be considered overnight monies.

TRACK shall not split a stakes race without first obtaining the written approval of TOC.

Unless expressly agreed otherwise by TOC, TRACK shall ensure that all stakes races offered, whether offered as 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.

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 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 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.

In the event that any overnight stakes race receives entries from fewer than six (6) separate wagering interests with less than four (4) different trainers, and TRACK desires to cancel such overnight stakes race, TRACK shall inform TOC of its desire reasonably in advance and provide

TOC with the names of all horses that did enter. In the event that such a race receives five (5) entries TRACK shall make a reasonable effort to either provide an allowance race at the same conditions or bring the stakes back on a subsequent day.

TRACK shall not cancel any non-overnight stakes race without first obtaining the approval of TOC, which will not be unreasonably withheld.

TRACK agrees to use its best effort to submit a tentative Stakes Schedule for the 2022 Meet to TOC five months, but in no event less than three months, prior to the first day of the 2022 Meet.

VII.

DAILY MUTUEL HANDLE

Track and TOC agree that based on information available as of April 23, 2022 the current underpayment in the combined purse accounts for the 2021 Thoroughbred and Fair meets, is estimated to be approximately $800,000 (includes allocation by TOC of purse enrichment). It is anticipated that $160,000 (20%) of the estimated underpayment will be used for the LACF at Los Alamitos Meet, $160,000 (20%) for the Fall Meet, and $480,000 (60%) for the Los Alamitos Winter Meet. Depending on the results of these three Meets, adjustments may need to be made in the purse levels of those Meets. The purse levels for the LACF at Los Alamitos Meet have been approved by TOC and the purse levels for the other two Meets will be considered in the negotiation of the Race Meet Agreements of the other two Meets.

Notwithstanding anything to the contrary provided herein, if at any time during the 2022 Meet TRACK estimates that, for any reason beyond the control of the TRACK or TOC, the projected final average daily purse generation will be meaningfully less than the budgeted 2022 average daily purse generation, or in the event the purse projections for the 2022 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; e.g., if overall purses are reduced by ten (10) percent, then the total stakes program shall be reduced by ten (10) percent, and the total overnight purse schedule, shall be reduced by ten (10) percent. TRACK shall not decrease purses without prior written consent from TOC.

Notwithstanding anything to the contrary provided herein, if it appears to TRACK and TOC at any time during the 2022 Meet that the average daily purse generation will be substantially increased above that which was initially anticipated, the excess shall be utilized to increase overnight purses, unless an increase in stakes is approved by TOC. Any such increases in overnight purses shall occur both retroactively and prospectively.

The Overnight Purse schedule is attached hereto and made a part hereof as Exhibit B. TRACK agrees to obtain prior written approval from TOC with respect to any changes in types of

races and purses offered for such races that differ from types of races and purses approved by TOC in Exhibit B.

VIII.

UNIFORMITY AND CONSISTENCY

TRACK and TOC agree to establish consistency and uniformity for overnight purse schedules. The Condition Book for the 2022 Meet shall be submitted to TOC for its approval, prior to its publication. Without the prior written consent of TOC, which will not be unreasonably withheld, TRACK shall not increase nor decrease overnight purses for races which are written for the same quality of horses and substantially the same conditions as those provided in the 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 parimutuel handle for the 2022 Meet. Any such changes, however, can be made only after first obtaining the written approval of TOC, which will not be unreasonably withheld.

IX.

RACING PROGRAMS

TRACK 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 written consent of TOC, and purse monies paid thereunder shall not be deemed a part of the total stakes purses for the 2022 Race Meet. The owner of each horse entered in such races shall be required to pay a reasonable nomination fee. The same scratch policy shall apply as in normal overnight races.

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 during TRACK's 2022 Meet, other than as provided for herein.

Purses paid for overnight races during the 2022 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 prior written consent of TOC. Said changes, if any, shall be applied proportionately across all types and conditions of overnight races.

TRACK further agrees that:

1. The minimum claiming price for maiden Thoroughbreds shall be $20,000.00 provided further that the minimum claiming price offered in Cal-Bred maiden races will be $32,000.00.

2. Races shall be written in such a manner as to not penalize a horse for its maiden win;

3. Purses for Cal-Bred races shall be equivalent to purses paid in "open" races for substantially the same class and conditions.

4. 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;

5. Purses for all overnight races run during the 2022 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.

Purses for all stakes races run during the 2022 Meet shall be divided and paid to the owner(s) of the horses finishing first through tenth as follows:

- Fifty-five percent (55%) of the purse to the winning owner.
- Eighteen (18%) for second;
- Twelve (12%) for third;
- Six (6%) for fourth;
- Four (4%) for fifth;
- Two (2%) for sixth;
- One (1%) for seventh and eighth; and,
- Half (0.5%) for ninth and tenth.

In the event there are not enough starters in a stakes race, and correspondingly finishing purse distributions, to maintain "black type" status pursuant to ICSC guidelines of such a scheduled stakes race, TRACK will notify TOC for permission to redistribute unused finishing purse distributions proportionately to actual starters.

6. 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.

7. The “date” system as mutually agreed to by TRACK and TOC shall be utilized for purposes of determining which horses have priority when entering races;

8. Reasonable efforts shall be used so as to run an average of not more than one starter allowance race per day;

9. 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;

10. Minimum qualifying claiming levels for purposes of the Cal-bred Race Fund Incentives shall be $40,000.00;

11. Four-furlong races will only be offered and run with purses in accordance with the schedule attached Exhibit B during the 2022 race meet. Purses for 4 furlong races will be evaluated on an annual basis.

12. An amount equal to thirty percent (30%) of the purse paid for finishing first through fifth, inclusive, in any <u>open</u> race, excluding purses for stakes races, starter allowance races and claiming races, but including overnight stakes races, allowance races and non-claiming maiden races shall be paid by TRACK from purse account 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;

13. In the event overnight purses are increased during the course of the 2022 Meet, retroactive increases in the Cal-Bred Incentive and Allowance race programs described in this Article will be made, unless otherwise specifically agreed by TRACK and TOC;

14. Appropriate “Finish Line” signage, equal in size and character to any Los Alamitos sign, shall be maintained, at no cost to TOC, in the first position past the finish line during the TRACK’s 2022 Meet;

15. Within thirty (30) days following the 2022 Meet, a complete written account of all Paymaster earnings during the 2022 Meet shall be provided to TOC, at no cost.

For purposes of this agreement and/or any other aspect of the race meet to which such terms may apply, "short" shall mean race distances less than one mile and "long" shall mean race distances equal to or greater than one mile.

In addition, during the term of the Agreement, TRACK and TOC agree that the following terms and conditions shall apply:

1. TRACK agrees 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 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;

2. The following are the workout criteria that will be in effect for the 2022 Meet. The minimum official, recorded workout distances and number of works for horses to run at the 2022 Meet are as follows:

   (a) For 3 year-olds and up, all first-time starters: three works; one at least 5/8 mile; the other two at least 3/8 mile, and gate approval.

   (b) For 2 year-olds, all first-time starters; two works; one at least 1/2 mile; the other one at least 3/8 mile and gate approval.

   (c) Horses, which have not raced in 90 days: three works with at least two works during the last 60 days and one work during the last 30 days.

   (d) Horses, which have not raced in 60 days: two works, with one during the last 30 days.

   (e) Horses, which have not raced in 30 days: one work at least 3/8 mile within those 30 days.

   (f) Horsemen seeking to enter a horse not meeting the workout criteria must obtain the permission of the Stewards.

   (g) 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;

3. 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.

4. TRACK agrees to permit the scratch of a bona fide entry when at least six (6) horses are entered in a race, provided the scratch of a bona fide entry is permitted only for the purpose of entry into a subsequent race at the TRACK on either of the next two following days of entries. It is understood by the Parties that all such scratches require the concurrence of the Stewards.

5. 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 fourteen (14).

6. 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.

7. 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.

8. In the event a race offered in the Condition Book, including but not limited to a Substitute or other alternative race, and an Extra race published elsewhere receive the same number of entries, the race published in the Condition Book shall be considered the preferred race, and will be utilized before any Extra Race to make the card go. Should a drawn race or races be cancelled due to an act of God or otherwise, TRACK shall make every effort to offer said races to horsemen as Extra Race(s) as soon as possible. Further, said race(s) will have preference over Substitute or other alternative race(s), and Extra races published elsewhere receiving the same number of entries, TRACK shall make every effort to inform horsemen of such preference when races are published.

   Further, should TRACK elect to use an Extra over a filled Substitute race, it shall immediately notify TOC and explain the rationale for the decision, in writing.

Should TRACK desire to conduct more races on any given race day than the proposed number included in TRACKS's approved CHRB license application; TRACK shall first obtain written approval from TOC.

9. Subject to Guidelines of the Orange County Health Department, 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.

10. Subject to Guidelines of the Orange County Health Department, 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.

11. 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.

12. 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 hereinbelow 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.

X.

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 Meet, and provided such horses are stabled on the grounds 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 the 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 or another approved auxiliary offsite stabling facility in Southern California, such race shall be considered filled and shall run.

XI.

DISTRIBUTION ESTIMATED

Because the total amount available for distribution as stakes and overnight purses is dependent upon the amount of TRACK's parimutuel pools and the breakage, and since the total amount of such pools and breakage will not be known until the conclusion of the 2022 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 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 succeeding year. Any underpayment shall either be retroactively paid for the Meet or carried over by TRACK to be used as purses during the next Race Meeting conducted by TRACK, as determined by TOC.

The amount carried over for purses, if any, shall accrue interest commencing from the close of the 2022 Meet to the commencement of the next Meet.

XII.

FIRST POST TIME

The first post of TRACK's daily racing program shall begin at 12:30 p.m. Should TRACK request a change in post times from their approved license application, TRACK will request written approval from TOC and such approval will not be unreasonably withheld. For all subsequent meets; TRACK shall furnish TOC with a copy of their license application concurrently when they apply to CHRB in order for TOC to have ample time to review and support.

XIII.

TOC COVENANTS

During the term of this Agreement and as long as TRACK is not in breach of the terms of this Agreement, 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.

XIV.

TRACK COVENANTS

During the term of this Agreement and as long as TOC is not in violation of the terms of this Agreement or of applicable law, TRACK shall recognize TOC as the official organization representing owners at TRACK's 2022 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.

XV.

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.

XVI.

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 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 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, the race will be opened up for horses other than Cal-Bred horses, then and in that event, the Cal-Bred horses shall be preferred.

A Cal-Bred race shall not be opened up in the event that a sufficient number of Cal-Bred horses are entered to meet the requirements of this Agreement with respect to the minimum number of starters required to fill a race.

XVII.

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 plain through maintenance of high standards of fairness and honesty.

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.

XVIII.

STALL ASSIGNMENTS

In the allocation and assignment of stall space for thoroughbreds, so long as owner and trainer are duly licensed, TRACK will not discriminate in any way against any owner by reason of 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 if TOC shall then believe the claim to have merit, it shall be entitled to present the merits of the grievance on behalf of such owner to TRACK.

Stalls will be allocated and made available, without charge, to those Thoroughbred horses for which stalls have been approved by TRACK's Racing Secretary. Stalls shall be assigned only to Thoroughbred trainers engaged in the care and training of Thoroughbreds which TRACK has approved and to which TRACK has allocated stalls to prepare for racing. TRACK's obligations to furnish and allocate stalls shall be subject to TRACK's right to withdraw stalls allocated to horses not currently approved for racing or preparation for racing, or not actually training for racing, and to TRACK's needs for access to such stalls for repairs, maintenance and construction.

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 agrees that its stalls will be ready, available, and allocated, and the track will, with respect to the 2022 Meet, be open, available, and in condition for training at no charge to horsemen at least 10 days prior to the opening day of the 2022 Meet, nor will TRACK be reimbursed for costs of stabling from the SCOTWINC Vanning and Stabling Fund during said period of time

TRACK agrees that the track will be open, available and in condition for training at no charge to horsemen at least two (2) days following the close of the 2022 Meet, nor will TRACK be reimbursed for costs of stabling from the SCOTWINC Vanning and Stabling Fund during said period of time.

In the event training activities are interrupted by a special event, TRACK agrees to notify TOC prior to execution of any special event agreement (e.g., vendor agreement) to determine a reasonable remedy for the interruption of training.

TRACK agrees that it will keep the track in a safe condition during the 2022 Meet and while the track is open for training preceding and following the 2022 Meet.

XIX.

STABLING AT AND VANNING FROM AUXILIARY STABLING FACILITIES

TRACK shall, at least 60 days prior to the opening of its 2022 Meet, notify the California Horse Racing Board and TOC that 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.

TRACK agrees it will provide auxiliary stall applications for horses to be stabled at authorized auxiliary facilities well in advance of the opening of TRACK's 2022 Meet.

TRACK and TOC agree to use their best efforts to cause horsemen to be reimbursed promptly for vanning as provided in the California Horse Racing Law.

TRACK agrees to provide to TOC a written report on the occupancy and/or availability of stalls at TRACK during the ten day period preceding the opening of the 2022 Meet, during the 2022 Meet and for five days following the 2022 Meet.

XX.

ANTI-MONOPOLY PROVISION

TRACK acknowledges TOC's interest in assuring that horsemen will, during the 2022 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 seek 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.

XXI.

FIRE AND DISASTER INSURANCE

The fire and disaster insurance policy is attached as Exhibit C. 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 C 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 C terminate during the Term. Additionally, if no policy is attached as Exhibit C 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.

XXII.

ACCESSIBILITY TO TRACK

Stable access stickers will be issued to all TOC Board members and authorized personnel of TOC and will be valid all hours commencing at 10:00 a.m.

XXIII.

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 costs of suit, including a reasonable attorney's fee.

XXIV.

BINDING

This Agreement shall be binding on and inure to the 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).

XXV.

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.

XXVI.

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 organizations, 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. TRACK shall not

enter into or seek to enforce any exclusive agreement or contract to simulcast, televise, broadcast or re-broadcast thoroughbred races conducted at TRACK.

TOC, on behalf of all owners participating in TRACK's 2022 Meet, consent 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 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 weeks after determination that the issue cannot be amicably resolved.

TOC, on behalf of all owners participating in TRACK's 2022 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.

XXVII.

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, for race sponsorships TRACK shall pay to purses or TOC 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.

XXIII.

DAILY FANTASY SPORTS

TOC contends that Daily Fantasy Sports is a form of wagering and should be treated in substantially the same manner as the distribution of revenues from pari-mutuel wagering conducted at TRACKS. TRACKS and TOC agree that 50% of any revenue generated from Daily Fantasy Sports Contests will be distributed to the purse account.

XXIX.

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.*

XXX.

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 D. TOC's consent to the simulcast of the specified races shall be provided in accordance with the terms and conditions of TOC's consent letters.

TRACK and TOC understand that TRACK may request TOC's consent to simulcast additional races to other interstate satellite locations.

TRACK and TOC agree that Exhibit D to this Agreement may be amended from time to time pursuant to letter agreement executed by TRACK and TOC. Said letter agreement 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 percentage the handle source. As a further

condition of TOC's consent, TRACK must require its tote vendor with respect to each location that engages in ADW wagering, to agree to and provide to TRACK and TOC within 10 days following the close of TRACK's meet, the breakdown for each location's daily handle as between ADW wager and other than ADW wagers.

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 agrees that TOC's consent to simulcast TRACK's races to interstate simulcast locations provided for herein shall not constitute a waiver of TOC's and owners' rights to pursue whatever legal remedies available which TOC and owners may have to obtain fifty percent (50%) of all net decoder revenue (to be used for purses and retroactive payment of purses) received by TRACK during the 2022 Meet and prior meets conducted 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 has 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.

XXXI.

INTERSTATE SIMULCASTING (IMPORT)

TRACK and TOC desire to import simulcast races from out-of-state locations. The parties expressly agree that any and all interstate/out-of-state simulcasts imports shall be conducted in a manner consistent with that set forth in California law including, but not limited to, Business & Professions Code Sections 19596.2 and 19601(j). TRACK agrees to provide TOC the contents of any proposed oral agreements and copies of proposed 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*.

XXXII.

INTERNATIONAL SIMULCASTING (EXPORT)

TRACK has requested the consent of TOC to the international simulcast of its races as listed on Exhibit E. TOC's consent to the simulcast of the specified races shall be provided in accordance with the terms and conditions of TOC's consent letters.

With respect to international simulcast races, the compensation paid to TRACK shall be divided equally between commissions for and purses at TRACK.

TRACK and TOC understand that TRACK may request TOC's consent to simulcast additional races to other foreign satellite locations. TRACK and TOC agree that Exhibit E to this Agreement may be amended from time to time pursuant to letter Agreement executed by TRACK and TOC. Any amendments to Exhibit E must comply with the provisions outlined in Article XXVIII.

XXXIII.

INTERNATIONAL SIMULCASTING (IMPORT)

TRACK and TOC desire to import simulcast races from out-of-country locations. The parties expressly agree that any and all international/out-of-country simulcasts imports shall be conducted in a manner consistent with that set forth in California law including, but not limited to, Business & Professions Code Sections 19596.3 and 19601(j). TRACK agrees to provide TOC the contents of any proposed oral agreements and copies of proposed written agreements with out-of-country locations from whom TRACK intends to import races for wagering purposes.

Purse money and commissions generated from wagering on races imported from out-of-country locations shall be divided in accordance with the applicable provisions of the California *Business and Professions Code.*

XXXIV.

INTRASTATE ADVANCE DEPOSIT WAGERING ("ADW")

Track has requested the consent of TOC to the simulcast of races conducted at Track during each individual race meet which takes place during the Term for the purposes of intrastate advance deposit wagering by and/or wagering instructions to California licensed advance deposit wagering providers pursuant to California Business & Professions Code, section 19604(b)(1)(C) and the Interstate Horseracing Act, 15 USC 3001, et. Seq. TOC shall provide its consent on a case-by-case basis for each ADW provider by a separate consent letter.

XXXV.

RECEIVING BARN

TRACK agrees that it will at all times during the term hereof maintain the receiving barn in a clean and orderly condition.

XXXVI.

CHANGES TO RACE AND ELIGIBILITY REQUIREMENTS

Except as expressly authorized herein, absent prior written consent of TOC, TRACK shall not, during the pending race meeting, implement or put in place any change to the overnight purse structures, minimum purses awards, minimum claiming levels, or eligibility requirements, that were utilized during TRACK's 2022 Meet, nor shall TRACK change or modify the conditions of the meeting set forth on TRACK's stall application form or contained within the Condition Books that were utilized during TRACK's 2022 Meet.

XXXVII.

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 Meet.

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.

TRACK further agrees to issue to all TOC Board members and its President and Executive Director, VIP or "officials" credentials for the 2022 Meet, including but not limited to, an "official's" pin and Vessels Club, or equivalent, guest pass. All other TOC-authorized personnel, up to a maximum of five (5) shall receive an "official's" credential.

TRACK agrees to provide to the owner or owners of a horse competing in a race, on the day of the race, at a minimum, free clubhouse seating for a maximum of eight (8) persons per horse competing.

XXXVIII.

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 a 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 XVI herein.

XXXVIX.

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. Jack Liebau
Vice President
Los Alamitos
4961 E. Katella Avenue
Los Alamitos California 90720

(b) If to TOC: Mrs. Jordyn Egan
Executive Director
Thoroughbred Owners of California
285 W. Huntington Drive
Arcadia, CA 91007

XL.

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).

XLI.

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 in writing duly executed by an authorized representative of each party.

XLII.
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.

XLIII.
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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly-authorized officers.

LOS ALAMITOS

10/7/2022
Dated:

Jack Liebau
Mr. Jack Liebau
Vice President

THOROUGHBRED OWNERS OF CALIFORNIA, INC.

10/7/22
Dated:

Jordyn Egan
Jordyn Egan
Executive Director

EXHIBIT A

LOS ALAMITOS RACE COURSE
STAKES SCHEDULE

Closing Thursday, December 1, 2022

Friday, December 9, 2022 — $100,000 Guaranteed



Soviet Problem Stakes
California Bred OR California Sired
For Fillies Two Year Olds
One Mile

Closing Friday, August 26, 2022

Saturday, December 10, 2022 — $300,000 Guaranteed

The Starlet - Grade I
For Fillies Two Year Olds
One Mile And One Sixteenth

Closing Thursday, December 1, 2022

Sunday, December 11, 2022 — $100,000 Guaranteed

Not running in 2022

~~**Bayakoa Stakes - Grade III**~~
~~For Fillies And Mares Three Year Olds and Upward~~
~~*One Mile And One Sixteenth*~~

Closing Friday, August 26, 2022

Saturday, December 17, 2022 — $200,000 Guaranteed

Los Alamitos Futurity - Grade II
For Two Year Olds
One Mile And One Sixteenth

Closing Thursday, December 8, 2022

Sunday, December 18, 2022 — $100,000 Guaranteed



King Glorious Stakes
California Bred OR California Sired
For Two Year Olds
One Mile

EXHIBIT B
2022 OVERNIGHT SCHEDULE

LARA PURSES Winter 2022	
CONDITION	New Purses
MDN CLM 20,000	$ 23,000.00
MDN CLM 30,000	$ 26,000.00
MDN CLM 40,000	$ 29,000.00
MDN CLM 50,000	$ 33,000.00
MDN CLM 75,000	$ 36,000.00
MDN ALW	$ 50,000.00
CLM 6,250	$ 16,000.00
CLM 6,250 CLAUSE	$ 15,000.00
CLM 8,000	$ 17,000.00
CLM 8,000 CLAUSE	$ 16,000.00
CLM 10,000	$ 22,000.00
CLM 10,000 CLAUSE	$ 21,000.00
CLM 12,500	$ 25,000.00
CLM 12,500 CLAUSE	$ 24,000.00
CLM 16,000	$ 27,000.00
CLM 16,000 CLAUSE	$ 26,000.00
CLM 20,000	$ 30,000.00
CLM 20,000 CLAUSE	$ 29,000.00
CLM 25,000	$ 31,000.00
*CLM 25,000 CLAUSE	$ 30,000.00
CLM 32,000	$ 35,000.00
*CLM 32,000 CLAUSE	$ 34,000.00
CLM 40,000	$ 36,000.00
CLM 50,000	$ 38,000.00
STR ALW 6,250	$ 17,000.00
STR ALW 8,000	$ 18,000.00
STR ALW 12,500	$ 22,000.00
STR ALW 16,000	$ 23,000.00
STR ALW 20,000	$ 28,000.00
STR ALW 30,000	$ 30,000.00
STR ALW 40,000	$ 33,000.00
STR ALW 50,000	$ 35,000.00
ALW OPT-CLM 20,000	$ 51,000.00
ALW OPT-CLM 40,000	$ 53,000.00
ALW OPT-CLM 62,500	$ 55,000.00
ALW	$ 50,000.00
OVERNIGHT HANDICAP	$ 75,000.00
STAKES	$ 100,000.00

EXHIBIT C
FIRE & DISASTER INSURANCE

Attached Hereto

EXHIBIT D
INTERSTATE SIMULCASTS

EXHIBIT E
INTERNATIONAL SIMULCASTS

3rd PARTY LASIX ADMINISTRATION AGREEMENT

This 3rd Party Lasix Administration Agreement (this "Agreement") is entered into as of June 10, 2022 (the "Effective Date") by and between Los Alamitos Racing Association ("TRACK"), 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 TRACK's program for the administration of race day furosemide, the minimum level of staffing necessary to carry out the program, and the projected costs to horsemen for such administration.

C. The Parties intend for this Agreement to comply with and satisfy the requirements of CHRB Rule 1845.

AGREEMENT

With reference to the foregoing Recitals, which are hereby incorporated by reference, and in exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, TRACK, TOC and CTT do hereby agree as follows:

1. **TERM** This Agreement shall take effect on June 10, 2022 and shall continue through December 31, 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 TRACK (on a per administration basis) an amount equal to thirty-five dollars ($35) for the administration of race day furosemide to such owner's horse ("Lasix Administration Fee"). The Paymaster of Purses will deduct the Lasix Administration Fee from such owner's purse account and remit it to TRACK. 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 TRACK. TRACK 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** TRACK shall initially hire two (2) furosemide veterinarians and two (2) furosemide veterinary technicians to administer the race day furosemide. The furosemide veterinary technicians shall report to the furosemide veterinarian. If TRACK 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, TRACK shall hire such additional number of furosemide veterinarians or furosemide veterinary technicians as it deems necessary.

4. **RACE DAY LASIX ADMINISTRATION PROGRAM**

a. By way of this Agreement, each individual Thoroughbred Owner does hereby consent to the procedures set forth in this Agreement and agrees that the pre-race examination conducted under the direction of the official veterinarian or racing veterinarian shall constitute a veterinary-client-patient relationship within the meaning of 16 CCR 2032.1.

b. The syringe used to administer the furosemide shall be placed in an evidence/biohazard tamper-proof bag which will be sealed in front of the witnesses. The witnesses shall sign the sealed evidence/biohazard tamper-proof bag. The sealed and signed evidence/biohazard tamper-proof bag containing the syringe will be delivered to the CHRB. The TOC and CTT, each jointly and severally, agree to indemnify TRACK and its affiliates, members, partners, shareholders, officers, directors, employees, attorneys and agents, from and against any and all claims, demands, suits, losses, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising from or related to any and all acts taken or not taken by the CHRB, tampering, contamination, loss, destruction, theft and any and all other actions or inactions related to the evidence bag and/or syringe after TRACK has delivered the evidence bag and syringe to the CHRB.

c. Additional terms and conditions of the Race Day Lasix Administration Program are attached as Exhibit A and Exhibit B which are hereby incorporated into this Agreement.

5. **TOC and CTT COVENANTS**

a. The TOC covenants that it will take all steps necessary to ensure that all Thoroughbred owners take all steps necessary to comply with: i) the terms of this Agreement and ii) all statutes, laws and regulations which are necessary for the Thoroughbred owner to comply with in order to effectuate the purpose of this Agreement.

b. The CTT covenants that it will take all steps necessary to ensure that all Thoroughbred Trainers take all steps necessary to comply with: i) the terms of this Agreement and ii) all statues, laws and regulations which are necessary for the Thoroughbred Trainer to comply with in order to effectuate the purpose of this Agreement.

6. MISCELLANEOUS

a. Entire Agreement; Amendment. This Agreement, including the Exhibits, contains the entire understanding of the Parties relating to the subject matter hereof, supersedes any and all prior or contemporaneous agreements or understandings, either oral or written, and may not be changed or terminated orally. Except as specifically provided herein, this Agreement may be amended only by a writing signed by the Parties.

b. Applicable Law. This Agreement, including all matters of construction, validity and performance, shall be governed, construed and enforced in accordance with the laws of the State of California, as applied to contracts executed and to be fully performed in California by citizens of California and without reference to principles of conflicts of law. Venue of any action arising out of this Agreement shall be heard first in an applicable state court of California and absent jurisdiction in such state court, then in the applicable federal court of California.

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, TRACK, 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 TRACK, TOC and CTT. Except for TRACK, 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.

LOS ALAMITOS RACING ASSOCIATION

By: F Jack Liebau
Name: F. Jack Liebau
Title: Vice President

THOROUGHBRED OWNERS OF CALIFORNIA, INC.

By: Mary W Forney
Name: Mary W. Forney
Title: Executive Director

CALIFORNIA THOROUGHBRED TRAINERS, INC.

By: Edward Baltazar
Name:
Title:

3rd PARTY LASIX ADMINISTRATION AGREEMENT

1. **EXHIBIT A**
   LOS ALAMITOS FUROSEMIDE PROTOCOL – ATTACHED

2. **EXHIBIT B**
   MEDICATION ADMINISTRATION PROTOCOL – ATTACHED

EXHIBIT A

LOS ALAMITOS 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 Los Alamitos 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 Los Alamitos or have arrived at Los Alamitos 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 Los Alamitos 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 Los Alamitos or have not arrived at Los Alamitos 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 Los Alamitos 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 Los Alamitos 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 Los Alamitos 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 Los Alamitos, if the horse is not stabled at Los Alamitos, Los Alamitos security officers which are assigned to the gate(s) through which horses arrive from other locations shall maintain a log depicting the horse's name, time of arrival, scheduled race number and post time. In the event that a horse arrives less than five (5) hours prior to the scheduled post time for its race, the security officer shall notify the Stewards and racing secretary of the late arrival.

EXHIBIT B
MEDICATION ADMINISTRATION PROTOCOL

1. Furosemide Veterinarians highlight their assigned horses on treatment sheet.

2. The furosemide coordinator, furosemide veterinarians and furosemide technicians shall review treatment assignments by performing a roll call of each horse in each race to verify that:

   a. All furosemide eligible horses are assigned to a veterinarian or technician.
   b. Only one furosemide veterinarian or technician is assigned to each horse.
   c. Furosemide ineligible horses are not assigned for furosemide treatment.
   d. Scratches, medication status changes and stall assignments changes are accurately recorded by all.

3. Furosemide shall be administered only after: a) the trainer, owner, or the owner's veterinarian has consulted with the furosemide veterinarian regarding the condition of the horse, and b) the furosemide veterinarian has examined the horse sufficiently to establish a veterinary-client-patient relationship in accordance with 16 CCR 2032.1.

4. Furosemide administration shall be performed in the horses' stalls between 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. The furosemide veterinarian, or technician, shall place the syringe used to administer the race day furosemide in an evidence/biohazard tamper-proof bag which will be sealed in front of the witnesses. The witnesses shall sign the sealed evidence/biohazard tamper-proof bag. The evidence/biohazard tamper-proof bag shall be labeled with:

i. Name of horse.
ii. Name of trainer.
iii. Date and time of furosemide administration.

f. The sealed and signed evidence/biohazard tamper-proof bag containing the syringe will be delivered daily to the CHRB investigator's office or such other location as directed by CHRB.

g. A summary of events shall be written by the administering veterinarian, or technician, and provided to the Racing Secretary.

statements in this application are true and correct, and that I am authorized by the association to attest to this application on its behalf.

Recoverable Signature

X Jack Liebau

Signature

Signed by: dd20e8b4-3b0c-4533-a21d-4ef3db8f2154

Jack Liebau	Vice President	9/30/2022
Print Name	Print Title	Date

Agenda Item 9

STAFF ANALYSIS
DISCUSION AND ACTION BY THE BOARD REGARDING THE DISTRIBUTION OF RACE DAY CHARITY PROCEEDS OF LOS ALAMITOS RACING ASSOCIATION, COMBINED 2021 RACE MEETINGS, IN THE AMOUNT OF $4,584, TO FOUR BENEFICIARIES

Regular Board Meeting
November 22, 2022

ISSUE

Los Alamitos Racing Association (LARA) is requesting approval to distribute race day charity proceeds generated at two live race meetings for the period of June 25, 2021, through July 5, 2021, and from December 3, 2021, through December 12, 2021. From the net race day charity proceeds LARA is proposing a combined total distribution of $4,584. The charitable organizations selected and amounts to be distributed are listed on the attachment. Staff notes that 100 percent of the proposed charity distributions are made to equine related charity organizations.

BACKGROUND

Business and Professions Code section 19550 states the Board shall require each licensed racing association that conducts 14 or less weeks of racing to designate three racing days, and each licensed racing association that conducts more than 14 weeks of racing to designate five racing days during any one meeting, to be conducted as charity days by the licensee for the purpose of distribution of the net proceeds there from to beneficiaries through the distribution agent. No racing association shall be required to pay to a distributing agent for the purpose of distribution to beneficiaries more than an amount equal to two-tenths of one percent of the association's total on-track handle on live races conducted by the association at the meeting. Business and Professions Code section 19555 requires that proceeds are to be distributed to beneficiaries within 12 calendar months after the last day of the meet during which charity days were conducted. Business and Professions Code section 19556 provides that the distributing agent shall make the distribution to beneficiaries qualified under this article. At least 30 percent of the distribution shall be made to charities associated with the horse racing industry. An additional five percent shall be paid to a welfare fund and another five percent shall be paid to a nonprofit corporation, the primary purpose of which is to assist horsemen and backstretch personnel who are being affected adversely as a result of alcohol or substance abuse. In addition to the above distributions, a separate 20 percent shall be made to a nonprofit corporation or trust, the directors or trustees of which shall serve without compensation except for reimbursement for reasonable expenses, and which has as its sole purpose the accumulation of endowment funds, the income on which shall be distributed to qualified disabled jockeys.

RECOMMENDATION

This item is presented for Board discussion and action.

CHRB ANALYSIS

Los Alamitos Racing Association, 2021 Combined Race Meetings Charity Day Proceeds
June 23, 2021 - July 6, 2021, and December 1, 2021 - December 14, 2021

#	Nonprofit Organization	Proposed Distribution Amounts	Proposed Disbursement Percentage	Percentage Required By Horse Racing Law (from the 2/10 of 1%)	Notes
1	Permanently Disabled Jockeys Fund	1,500.00	33%	minimum of 20%	d
2	CARMA	1,500.00	33%		a
3	California Thoroughbred Horsemen's Foundation	584.00	13%	minimum of 5%	b
4	Winners Foundation	1,000.00	22%	minimum of 5%	c
	Total Voluntary Distribution	4,584.00	100%		e

	Notes
	a 30% to charities associated with the horse racing industry (B&P 19556(b))
	b 5% to welfare fund (19556 (b)) described in subdivision (b) of Section 19641
	c 5% to nonprofit organization to assist horsemen and backstretch personnel affected by alcohol and substance abuse(B&P 19556 (b))
	d 20% to nonprofit organization that benefits qualified disabled jockeys (B&P 19556 (c)(1))
	e overall a minimum of 60% of the charity distribution should go to horse racing industry related nonprofit organizations.

LOS ALAMITOS
RACE COURSE

August 24, 2022

Mr. Scott Chaney
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

Dear Mr.Chaney :

The statutory charitable contribution from our 2021 Los Alamitos Racing Association race meets was $4,584. The meets ran from June 25, 2021 to July 5, 2021and from December 3, 2021 to December 12, 2021. Accordingly, we respectfully request CHRB approval to make the following distributions:

Permanently Disabled Jockeys Fund	$ 1,500
CARMA	1,500
Winners Foundation	1,000
Quarter Horse Benevolent Charity Foundation	584
Total	$ 4,584

The Permanently Disabled Jockey's Fund provides financial assistance to former jockeys who have suffered catastrophic on-track injuries. It works with industry and medical research groups to improve the safety of both the human and equine athlete.

The California Retirement Management Account ("CARMA") provides a range of services to former racehorses in need of rehabilitation toward retirement or placement in a new career.

The Winners Foundation is a support and referral service for employees and family members of the industry whose lives are affected by alcohol, drugs, mental illness, and gambling related problems.

4961 Katella Ave • Cypress, CA 90720 • ph 714-820-2800 • fax 714-820-2820

The Quarter Horse Benevolent Charity Foundation welfare fund provides for the physical, social, educational, and emotional needs for backstretch employees and family members.

All proposed beneficiaries are industry related charities. I would be pleased to discuss any questions or comments the Board may have.

Sincerely,

Richard M. English

c/c C Alameda

Agenda Item 10

STAFF ANALYSIS

DISCUSSION AND ACTION BY THE BOARD REGARDING APPROVAL OF AN AGREEMENT, PURSUANT TO CHRB RULE 1581, RACING SECRETARY TO ESTABLISH CONDITIONS, BETWEEN LOS ALAMITOS QUARTER HORSE RACING ASSOCIATION (LAQHRA) AND THE PACIFIC COAST QUARTER HORSE RACING ASSOCIATION (PCQHRA), REGARDING ENTRY CONDITIONS AND SPECIFIED DRUG SUBSTANCES OR MEDICATIONS TO BE IMPLEMENTED BY LAQHRA AT ITS DECEMBER 21, 2022 THROUGH DECEMBER 19, 2023 RACE MEETING AT THE LOS ALAMITOS RACE COURSE

Regular Board Meeting
November 22, 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 quarter 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 quarter horse racing, is the Pacific Quarter Horse Racing Association (PCQHRA). Additionally, any agreement must be approved by the Board before entries are taken. Here, the Los Alamitos Quarter Horse Racing Association (LAQHRA) has entered into an agreement with the PCQHRA to prohibit a horse from entering a stakes race conducted with any race-day medication, including furosemide, prohibits a horse from racing for 14 days if it has received a joint injection, and prohibits a horse from either performing a timed workout within 10 days of, or from racing for 30 days of receiving a corticosteroid injection in a metacarpophalangeal or metatarsophalangeal joint.

RECOMMENDATION:

This item is presented for Board discussion and action.

AGREEMENT

EFFECTIVE DATE: December 21, 2022

PARTIES:
Pacific Coast Quarter Horse Racing Assoc.("PCQHRA")
4961 Katella Ave.
Los Alamitos, CA
90720

and

Los Alamitos Racing Course ("LARC")
4961 Katella Avenue
Los Alamitos, CA
90720

RECITALS:

A. LARC is a racing association licensed to operate Quarter Horse racing at the Los Alamitos Racetrack located in Los Alamitos, California. PCQHRA represents the collective interests of all Quarter Horse Horsemen.

B. LARC and PCQHRA desire to enter into an agreement in which rules and regulations are approved in order for LARC to satisfy the requirements set forth in Rule 1581 of the California Horse Racing Board Rules.

AGREEMENT:

1. Trainers and their attending veterinarians shall be required to sign the Los Alamitos Race Course's Rule and Conditions for Racing and Training program.

2. Trainer shall not work or enter a horse in any race UNLESS: (1) the horse is sufficiently fit; (2) the horse has been examined by Trainer's Attending Veterinarian during the specified days immediately preceding the work or race entry day for the express purpose of evaluating the horse's soundness to work or race; and (3) the horse has been found sound to work or race by the Attending Veterinarian.

3. The attending veterinarian and trainer are obligated to inform the examining veterinarians of any changes in the horse's fitness and/or soundness after entry and before race day.

4. At the trainer/owner's expense, the CHRB Official or Track Veterinarian may require diagnostic imaging of any horse stabled at LARC in order to confirm/determine the horse's soundness/fitness to train, enter to race, or race, or for purposes of determining a horse's eligibility to come off of the Vet's List

VPB

5. Trainer shall not enter in any race: a Thoroughbred that is an un-started 4 year-old or older or has not raced in the preceding 365 days UNLESS, the horse has: (a) worked 5 furlongs in 1:03 or better for an official California regulatory veterinarian; and (b) passed a post-work official test as required by CHRB regulations; and, a Quarter Horse that is an un-started 4 year-old or older or has not raced in the preceding 365 days UNLESS, the horse has: (a) worked 220 yards in 0:13.2 or better for an official California regulatory veterinarian; and (b) passed a post-work official test as required by CHRB regulations.

6. In addition to any criteria set forth by a racing association, a thoroughbred or quarter horse that is four years of age or older that has not competed in a race or has previously raced but has not raced in the preceding 365 days shall not be allowed to race, unless the horse has passed an examination and a post work official blood test or tests required by the official veterinarian or the equine medical director, administered by the official veterinarian or the equine medical director's designee. The horse shall race within 30 days after meeting these requirements. A thoroughbred or quarter horse that has not raced within 120 days but has raced within 365 days shall have an examination performed by the official veterinarian or the equine medical director's designee within 14 days before entry. Based upon that examination, the official veterinarian or the equine medical director's designee may require the horse to work before being allowed to enter in a race. If the horse is required to work, it shall meet the same requirements as a horse that is working to be taken off the Official Veterinarian's List, as specified in Section 19583.5 or any regulation adopted by the board pursuant to that section.

7. Trainer shall not enter a horse in any race if the horse has received an intra-articular injection during the Fourteen (14) days immediately preceding the race.

8. Trainer shall not enter a horse in any race if the horse has received an intra-articular injection of a corticosteroid in any joint within the previous thirty (30) days immediately preceding the race and the Trainer shall not work a horse for ten (10) days after receiving such treatment.

9. Trainer shall not enter a horse in any race if the horse has received more than two intra-articular injection of a corticosteroid into same intra-articular space within the previous sixty (60) days immediately preceding the race.

10. Trainer shall not permit any horse under the Trainer's care to participate in a timed workout if the horse receives NSAIDs during the Forty-Eight (48) hour period immediately preceding the workout.

11. Trainer shall not permit any horse under the Trainer's care to participate in a race if the horse receives a NSAID during the Forty-Eight (48) hour period immediately preceding the race or has been treated with a second NSAID that could appear in a post-work or post-race blood or urine test.

12. The parties will file this agreement with the California Horse Racing Board ("CHRB") and support approval.

This Agreement covers LARC's 2023 race meet.

Los Alamitos Racing Course

By: _____
Edward C. Allred
CEO

Dated: 9-8-22

Pacific Coast Quarter Horse Racing Assoc.

By: _____
Vince Genco
President

Dated: 9/8/2022

Agenda Item 11

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE LOS ALAMITOS QUARTER HORSE RACING ASSOCIATION (LAQHRA) AT LOS ALAMITOS RACE COURSE, COMMENCING DECEMBER 21, 2022 THROUGH DECEMBER 19, 2023

Regular Board Meeting
November 22, 2022

Application: Los Alamitos Quarter Horse Racing Association at Los Alamitos Race Course

Breeds: Quarter Horse

Board Allocated Dates: Grey/shaded **Racing Dates:** Blue/shaded, bold

DECEMBER 2022						
Sun	**Mon**	**Tue**	**Wed**	**Thu**	**Fri**	**Sat**
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JANUARY 2023						
Sun	**Mon**	**Tue**	**Wed**	**Thu**	**Fri**	**Sat**
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY 2023						
Sun	**Mon**	**Tue**	**Wed**	**Thu**	**Fri**	**Sat**
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5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

MARCH 2023						
Sun	**Mon**	**Tue**	**Wed**	**Thu**	**Fri**	**Sat**
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL 2023						
Sun	**Mon**	**Tue**	**Wed**	**Thu**	**Fri**	**Sat**
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30						

MAY 2023						
Sun	**Mon**	**Tue**	**Wed**	**Thu**	**Fri**	**Sat**
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28	29	30	31			

JUNE 2023						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
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11	12	13	14	15	16	17
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JULY 2023						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
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23	24	25	26	27	28	29
30	31					

AUGUST 2023						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
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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 2023						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

OCTOBER 2023						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER 2023						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
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DECEMBER 2023						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
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10	11	12	13	14	15	16
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24	25	26	27	28	29	30
31						

Required Information	Status	Comments	CHRB Rule/Law
Off-Site Auxiliary Stabling	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Off-site auxiliary training not utilized.	Rule 1420(q)
Stabling and Vanning Agreement	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Off-site auxiliary training not utilized.	BPC 19607.1
Fire Clearance	☒ Accepted ☒ Follow Up Required ☐ Outstanding	Fire clearance valid through 03/08/23;45-day exemption to Rule 1927 received 09/22/22.	Rule 1927
Backstretch Inspection	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Backstretch inspection completed on 11/04/22.	Rule 2102
Track Safety Inspection	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Track safety inspection completed on 11/01/22.	Rule 1471(g)
Inclement Weather Plan	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Consistent with CHRB guidelines – received 09/22/22.	Rule 1432
Workers' Compensation Insurance	☒ Accepted ☒ Follow Up Required ☐ Outstanding	Acord Insurance. Valid 01/01/22 through 01/01/23.	Rule 1501
Horsemen's Race Meet Agreements	☒ Accepted ☐ Follow Up Required ☐ Outstanding	**Pacific Coast Quarter Horse Racing Association** – received 10/6/22.	Rule 2044
Wagering Information	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 540, 543-545	BPC 19599
Emergency and Security	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 562-574	BPC 19481.3
Veterinary Services	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 543	Rule 1481 Rule 1840 Rule 1841

ADW Providers and Horsemen's Approvals	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 545-553	BPC 19604 19604(b)(1)(C)
Administrative Review	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Secretary of State Filing Current Financial Statements Reviewed Statistics Report Reviewed Active Licenses Verified Deposit Received Required Signatures Obtained 1581 Agreement Reviewed	Rule 1439 Rule 1470 Rule 2046 Rule 1481 BPC 19490 Rule 1433 Rule 1437 Rule 1581

RECOMMENDATION: Staff recommends approval. The application as submitted satisfactorily meets all requirements for licensure.

LOS ALAMITOS
RACE COURSE

October 6, 2022

Mr. Scott Chaney
Executive Director
CALIFORNIA HORSE RACING BOARD
1010 Hurley Way, Suite 300
Sacramento, CA 95825

Dear Mr. Chaney:

Los Alamitos Quarter Horse Racing Association ("LAQHRA") is aware of the "Concussion Management and Return to Ride Guideline" that appears on the CHRB website. LAQHRA hereby agrees to abide by and adopt such protocol throughout our upcoming 2023 meet.

Truly yours,

Edward C. Allred
CEO/Owner

4961 Katella Ave. • Los Alamitos, CA 90720 • ph 714-820-2800 • fax 714-820-2820

LOS ALAMITOS
RACE COURSE

October 1, 2022

CALIFORNIA HORSE RACING BOARD
1010 Hurley Way, Suite 300
Sacramento, CA 92825

Attn: Scott Chaney, Executive Director

Re: Inclement Weather Policy

Dear Commissioners:

Los Alamitos Quarter Horse Racing Association (LAQHRA) hereby agrees to adopt and abide by the California Horse Racing Board's Inclement Weather Policy attached.

Respectfully submitted,

Edward C. Allred
Chairman/CEO

4961 Katella Ave. • Los Alamitos, CA 90720 • ph 714-820-2800 • fax 714-820-2820

Inclement Weather Policy

Policy Statement:

The California Horseracing industry recognizes that inclement weather may temporarily prevent the normal operations of the racetrack and that coordinated decision making promotes the health and safety of all participants, including the equine athletes and riders.

In anticipation of inclement weather events, the following policy and protocols will drive the decision-making process to either delay or cancel racing and training. The concern for the equine athletes, riders and all other participants' safety serves as the main driver when these decisions are made, and decisions should always strive to err on the side of caution. Each weather incident is unique, and each will demand individual attention and analysis.

Purpose:

The Purpose of this policy is to:

- Assign responsibility in evaluating inclement weather events;
- Assign responsibility in determining postponement and cancellations of racing and training;
- Clarify the responsibilities and expectations of the stakeholders in an inclement weather event;
- Clearly outline communication protocol around decisions of postponement and/or cancellations resulting from inclement weather;
- Outline protocols to be followed after an inclement weather event;
- Help define what constitutes an "unsafe" track for training or racing;
- Be consistent with the Association of Racing Commissioners International – Model Rules: **ARCI-007-025 (G)** and **ARCI-007-020(M).**

Scope:

This policy applies to all racetracks and approved auxiliary training centers which are operating under CHRB rules and regulations. Note: Portions of this policy relating to sealed, floated, or other similar practices will not be applicable to any synthetic racing surface, or surfaces used for Standardbred racing.

Date of Effect:

This policy shall take effect starting December 26th, 2020 and may be repealed or amended from time to time with the approval of the CHRB.

Track Superintendent:

The Racing Association must notify the CHRB of any change to the Track Superintendent position prior to making the change.

Racing Surface Maintenance Data Collection:

The Racing association shall collect data and maintain electronic records to assist in the consistent maintenance of all racing surfaces. This data shall be available for review and inspection by the Board of Stewards, Equine Medical Director, TOC, CTT, and the CHRB when requested.
These data collection protocols shall include:

- **Watering and Moisture Content control:** Electronically document all watering and irrigation on main and turf tracks. Include details on the time of application, method of application, amount of water added (gallons) and area of the racing surface to which the water was applied. For water trucks, also direction of equipment. Quality control measurements of the moisture content should be checked daily to ensure consistency in the moisture content around a dirt or turf track. This should be measured, typically at least weekly, using a device such as the time domain reflectometry or other similar measurement methods.
- **Harrowing:** document the number of rounds and direction with the motor grader, cutting harrows, and conditioning harrows. Record the depth of the cutting harrows and conditioning harrows.
- **Material additions:** Document the source, timing, quantity and method of all additions to the surfaces including sand, silt, clay, organic material, or chemicals (e.g. acids) for dirt tracks; and top dressing, fertilizer, pesticides, fungicides, seeding and sod replacement for turf tracks.
- **Turf Track:** Electronically document the turf grass species, areas of re-sodding, and cut lengths.
- **Cushion depth:** Perform periodic, typically at least once per day during racing, cushion depth measurements by using a hand probe over the surface of the track. Depth of cushion should also be verified before and after any large movement of material from either grading or washouts. Data should be stored electronically to allow tracking of results over time to ensure that track grades do not get out of tolerance ranges prior to grading.
- **Material composition:** Perform testing of track material composition at least monthly per race meet. Each sample should be analyzed separately and not mixed with other samples. Composition should include at least the following tests:
    - **Turf Track**: Soil chemistry panel including soil pH, organic carbon, major nutrients (e.g. phosphorus, potassium, calcium, magnesium, and sulfur) and soluble salts to ensure that reviews of maintenance processes can be performed, all protocols for surface preparation, maintenance and quality control measures will be documented electronically outlining procedures and schedules for all of the items above. These electronic records shall be made available for review.
    - **Dirt tracks:** sieve and hydrometer data for all samples; and organic, soil chemistry, X-ray diffraction, bulk density, and salinity measurements for a single representative sample.
- **Surveying:** For dirt and synthetic tracks the method used, and measurements obtained should be documented to ensure that the cross-fall in the straights and transitions from the straights to the turns are consistent and within specification. A track survey should be performed at least once per year with the track referenced to survey markers, laser checks or GPS mapping. Grades should be documented for internal reference.

Inclement Weather Events:

Severe or harsh weather environmental conditions that may include, without limitation:

1. Extreme Temperatures;
2. High Winds;
3. Lightning;
4. Precipitation;
5. Air quality;
6. Fog/Visibility.

1. EXTREME TEMPERATURES

Symptoms of heat stress in Thoroughbreds:

- Rapid shallow breathing (i.e. panting);
- Very high body temperature;
- Flared nostrils;
- A congestion appearance of the gums;
- Staggering or weakened gait;
- Abnormal, irrational behavior;
- In extreme circumstances – collapse.

Circumstances contributing to Heat Stress:

The susceptibility of a horse to heat stress may not solely be influenced by temperature or the prevailing conditions. Certain other factors may adversely affect an individual horse's ability to withstand racing in hot conditions.

These include:

- A horse traveling long distances prior to or on the same day as the race;
- The temperament of the horse;
- Younger horses less acclimatized to heat;
- Heavy sweating;
- Withholding drinking water on the day of race.

Requirements of Racetrack/Safety Steward:

It shall be the responsibility of the Track Superintendent/Safety Steward on any race day to;

- Obtain and monitor the forecast conditions for the race day;
- Initiate the Extreme Temperature Weather Policy when necessary, and ensure the provisions are appropriately observed, where applicable;
- Communicate with racetrack personnel regarding requirements;
- During the race day monitor the air temperature provided by commercial weather service (e.g. Universal Weather Service);
- Throughout the race day communicate and take advice from the Official Veterinarian regarding current conditions and the condition of any horse;
- Consider whether modifying the racing program may provide improved conditions; and
- Minimize the time horses are required to be in post parade.

Modification to the race day program may include advancement or delay in the races if it appears possible the extreme conditions might ease or can be avoided.

In the event a trainer is concerned with their horse coping with the current conditions and requests to be withdrawn from the race, the stewards shall consider all requests on merit and the stewards may seek the opinion of the Official Veterinarian before adjudicating any request.

Postponement and Cancellation:

In the event of a forecasted extreme temperature as defined below the decision to cancel racing shall be made by General Manager of the Association and confirmed by the Board of Stewards by applying the Extreme Temperature Standard and Policy.

Notification of cancelation shall be communicated to the following:

- Jockey's Guild Representative;
- Board of Stewards;
- TOC and CTT

Heat Stress Index:

Horses generate heat during relatively short episodes of intense exercise, such as racing. Heat and humidity can affect horses more than humans. An important calculation when determining the risk to a horse during hot and humid conditions is the Heat Stress Index (HSI), which is a simple way to estimate the ability of a horse to dissipate heat naturally. Horses' ability to dissipate heat begins to decrease at HSI 130; horses cannot dissipate heat at or above HSI 180. HSI is calculated by adding the current temperature (in Fahrenheit) and the relative humidity (in % RH). The total determines the conditions. For example, if it is 77 degrees out and the relative humidity is 65%, added together the heat index is 142.

Heat mitigation precautions should be in place whenever HSI is expected to exceed 130. These precautions should include the following:

1. strategically placed hoses for both before and after the race;
2. ice buckets with sponges in the unsaddling area;
3. ice blankets in coolers in ambulances/ track veterinarian vehicles; and
4. additional monitoring of horses post-race for heat-related problems.

180 or more: The horse has no natural means to cool off, and the rider/handler must provide aggressive cooling.
150 or more: **The horses cooling mechanisms are reduced and supplemental cooling must be provided.**
130 or more: **The horse's cooling is mildly diminished and some horses may need assistance.**
Less than 130: **The horse can cool itself.**

In the event HSI exceeds 160, any determination to proceed with racing or training requires the approval of the stewards based upon a recommendation from the Official or Association Veterinarian.

No training or racing shall be permitted when HSI exceeds 175.

Post-Race Attention:

All Trainers shall ensure that post-race, horses are cooled down promptly and adequately. Trainers should be alerted that unless appropriate care is provided, a horse's core temperature may continue to RISE for up to 20 minutes post-race.

2. HIGH WINDS

This procedure outlines the various steps that will be taken to safeguard riders and equine athletes and

minimize risk in the event of high winds across the racetrack. Training and Racing restrictions may be implemented during high winds to protect the riders and equine athletes' safety.

Wind speed and direction will be regularly monitored by the Track Superintendent or his staff and recorded on a daily basis.

Equipment:

The racetrack shall install an **anemometer** near the racing surface at the approximate height of the rider.

Wind speed threshold:

- **Sustained 38 mile per hour and/or gusts over 50 miles per hour** – Racetrack management will temporarily suspend Racing and Training.
- A warning about the potential need to cancel will be communicated by the racetrack management to the following:
    - Jockey's Guild representative;
    - Board of Stewards;
    - TOC and CTT.
- The final decision to cancel will be made by the General Manger of the Association and confirmed by the Board of Stewards and communicated to same parties above.

3. LIGHTNING

The following protocols for lightning are consistent with the Association of Racing Commissioners International model rule **ARCI-007-020.** The racing association shall install a real-time lightning detector and warning system that has been independently and objectively verified and subscribe to a commercial weather service (e.g. Universal Weather Service) that provide lightning detection services.

The detection service must include strike distance and radius notifications in order to provide lightning delay decision-making.

The lightning detection information shall be monitored by the Track Superintendent, or his staff during training and racing hours. This information will also be available to racetrack management and stewards at all times.

Suspension of Racing and Training:

When lightning is detected within an 8-mile radius of the racetrack the following actions will take place:

- Track Superintendent shall notify racetrack management immediately;
- Racetrack management will suspend racing and training;
- Racetrack Management will notify the Board of Stewards and Jockey's Guild representative;
- Alert all participants to seek shelter;
- Track Superintendent will be responsible for enforcing training delay.

Resume Activity:

Racing and training activates may resume 30 minutes after the last lighting strike within an 8-mile radius of the racetrack as indicated by the lightning detection service.

4. PRECIPITATION

The following protocols will assist with the decision-making process to either suspend or cancel racing until the track is deemed safe after an extreme precipitation event. The first priority of all decisions

made shall be the well-being and safety of the equine athletes and riders.

These protocols are consistent with Association of Racing Commissioners International model rule **ARCI-007-025(G)**.

Weather Monitoring:

The Racing association shall subscribe to a commercial weather service (e.g. Universal Weather Service) and install a professional weather station that will provide the following information:

- Temperature;
- Relative Humidity;
- Rainfall amount;
- Wind Speed;
- Wind Direction;
- Barometric Pressure;
- Solar Radiation.

Weather Data Collection:

All weather data shall be maintained on a daily basis by the Track Superintendent and recorded in electronic format that shall be made available to racetrack management and Board of Stewards. Any precipitation event during racing and training will require the rainfall data to be logged in 15-minute increments.

Dirt Track:

Sealed or Floated Track: is a track surface that has been smoothed and compacted utilizing specialized equipment. A sealed dry track allows water to run off the track, reducing the amount of precipitation absorbed. Wet tracks are sealed to provide a safe and even racing surface. Periodically, a "float", which is a lighter slab of metal, will be pulled over the track to squeeze off surface water.

When precipitation is forecasted the Track Superintendent will analyze the following:

- Total amount of rainfall;
- Duration of rainfall;
- Predicted timing relative to training or racing.

Based on data received, the Track Superintendent will make a determination if the track needs to be sealed and or floated. When the track is sealed, horses will **NOT** be permitted to train on the surface.

Any decision to race on a sealed of floated track will be made based upon a decision by the Track Superintendent that in his or her professional opinion the resulting track surface is safe for the conduct of races. That decision shall also provide that the conduct of racing will not jeopardize the safe conduct of racing or training on days subsequent to the inclement weather event. That decision will require the unanimous consent of a committee consisting of the Track Superintendent, Association General Manager, Jockeys Guild Representative, and Safety Steward subject to confirmation by the Board of Stewards. Notice of that decision will be provided to the following:

- Board of Stewards;
- Jockeys Guild;
- TOC;
- CTT.

When the rain event has ended the Track Superintendent will determine the optimal time to harrow the track using the float rake or conditioning harrows. Once the track is harrowed after being sealed, no horses will be permitted to engage in high speed workouts over the harrowed track for at least 24 hours. High speed workouts may resume only when approved by the Track Superintendent.

No Racing or Training shall be permitted on any surface deemed unsafe by the Track Superintendent or Board of Stewards.

Turf Track:

When deciding to take racing off the turf the safety of the equine athletes and rider must be the driving factor.

During a rain event the Turf Track Supervisor will continually monitor turf course to determine the amount of moisture in the track by using the following methods:

- Visual inspections;
- Walking the course;
- Using a GoingStick or probe.

If the Turf Track Supervisor determines there is too much moisture in the track and could be unsafe, he will notify the General Manger immediately. The decision to take races off or leave races on the turf shall be made by the General Manager of the association subject to confirmation by the Board of Stewards. Notification shall be made to the following:

- Jockey's Guild;
- TOC;
- CTT.

5. Air Quality

The U.S. Air Quality Index (AQI) is an index developed by the Environmental Protection Agency to measure air quality. The higher the number (1-500), the higher the level of concern.
The projected AQI for a given location can be found at https://www.airnow.gov/.

Tracks may also utilize on-site AQI monitors.

Daily AQI Color	Levels of Concern	Values of Index	Description of Air Quality
Green	Good	0 to 50	Air quality is satisfactory, and air pollution poses little or no risk.
Yellow	Moderate	51 to 100	Air quality is acceptable. However, there may be a risk for some people, particularly those who are unusually sensitive to air pollution.
Orange	Unhealthy for Sensitive Groups	101 to 150	Members of sensitive groups may experience health effects. The general public is less likely to be affected.
Red	Unhealthy	151 to 200	Some members of the general public may experience health effects; members of sensitive groups may experience more serious health effects.
Purple	Very Unhealthy	201 to 300	Health alert: The risk of health effects is increased for everyone.
Maroon	Hazardous	301 and higher	Health warning of emergency conditions: everyone is more likely to be affected.

Responsible Parties

During an extreme air pollutant event, including when smoke from wildfires is forecasted or detected, the General Manager of the track shall be responsible for monitoring air quality daily during extreme air

pollutant events and communicating with the association and regulatory veterinarians. The General Manager (GM) of the track, representing the racing association, and the Equine Medical Director (EMD), representing the state racing regulatory body, will assess the situation and determine the safest course of action for the equine population. The GM and EMD reserve the right to recommend cancelation of racing, training, or otherwise restrict activity at any time if conditions are deemed unfavorable.

AQI Ratings and Recommendations

The GM and EMD may use the Air Quality Index (AQI) for guidance. Because the AQI is not measured directly at the track the AQI will be considered in conjunction with conditions observed at the racetrack. Generally, however, the following recommendations will be used:

AQI=100-150

If the forecasted AQU is projected to reach 100, this could be considered unhealthy for some members of the human population. The GM, and EMD may begin to monitor the facility daily if the AQI consistently reaches 100 and there is cause for concern in the local environment, including the presence of a wildfire in the area.

AQI= 150-174

If the forecasted AQI is projected to reach 150, the CVO, GM, and EMD will closely monitor the facility and may limit training to jogging and/or jogging and gallops only and be prepared to take further action if conditions worsen.

AQI = 175+

If the forecasted AQI is 175 or higher, the CVO, GM, and EMD will restrict activity at the track, including but not limited to:

- Canceling live racing (if applicable);
- Canceling official workouts; and
- Prohibiting galloping, breezing or anything more strenuous than a jog.

The GM and EMD may elect to allow horses to access the track for necessary daily exercise (walk or trot only) for their safety and welfare.

Cancellation of Track Activities

If recommended by the GM, and EMD, live racing and/or training will be canceled due to unsafe air conditions. The GM, and EMD will recommend to the Stewards that racing be canceled.
The racing office will notify horsemen if access to any of the tracks is restricted.

6. Fog/Visibility

In the event of impaired visibility, the Board of Stewards, the GM of the association and the Jockeys' Guild representative shall meet to determine if the races should be cancelled or delayed. If any entity in the aforementioned group believes that the visibility is compromised such that racing would be unsafe, then the races shall be cancelled or postponed. If the evidence indicates that visibility will improve, the races may be delayed for a period not to exceed one hour, at which time the group will meet again to decide if the races can safely continue.

STATE OF CALIFORNIA
CALIFORNIA HORSE RACING BOARD
APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING
CHRB-17 (Rev 7/21)

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: Horsemen's Quarter Horse Racing Association, Cathy Monji, 4961 Katella Ave., Los Alamitos, CA 90720; Phone 714-820-2810, Fax 714-820-2820 email: cmonji@losalamitos.com

B. Breed of horse: Thoroughbred ☐ Quarter Horse ☒ Harness ☐

C. Racetrack name: Los Alamitos Race Course

D. Attach a certified check payable to the Treasurer of the State of California in the amount of $10,000 as deposit for license fees pursuant to Business and Professions Code section 19490.

E. Was the association licensed to operate a race meeting prior to January 1, 2001?
Yes ☒ No ☐
If no, attach a surety bond in the amount of one hundred thousand dollars.

NOTICE TO APPLICANT: No application for a license to conduct a race meeting shall be granted unless the applicant has deposited with the Board a surety bond in the amount of one hundred thousand dollars ($100,000), or a greater amount, as determined by the Board, 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: December 21, 2022 - December 19, 2023

B. Actual dates racing will be held: December 31, 2022, 2023: January 1, 7-8, 14-15, 21-22, 28-29; February 4-5, 11, 18-19, 25-26; March 4-5, 11-12, 18-19, 25-26; April 1-2, 8, 15-16, 22-23, 29-30; May 6-7, 13-14, 20-21, 27-28; June 3-4, 10-11, 17-18, 24-25; July 1-2, 8-9, 15-16, 22-23, 29-30; August 5-6, 12-13, 19-20, 26-27; September 2-3, 9-10, 16-17, 23-24, 30; October 1, 7-8, 14-15, 21-22, 28-29; November 4-5, 11-12, 18-19, 25-26; December 2-3, 9-10, 16-17

C. Total number of days or nights of racing: 100

D. Days or nights of the week races will be held: Saturday and Sunday, except Christmas Eve, Christmas, Super Bowl Sunday, Easter

CHRB CERTIFICATION

Application received: 9/22/22 **Hearing date: 11/17/22**
Deposit received: On file **Approved date:**
Reviewed: NLG **License number:**

Wednesday – Sunday ☐ Tuesday – Saturday ☐ Other (specify) ☒

E. Number of days or nights of racing per week: 2 - Saturday and Sunday weekly

3. RACING PROGRAM

A. Total number of races: 975

B. Number of races for each day or night: 7-15

C. Total number of stakes races: 77

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). See attachment.

3. Identify the stakes races listed under item D.1. that have been dropped or deleted and the reasons the stakes were dropped or deleted. See attachment.

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. See attachment

NOTICE TO APPLICANT: Every licensee conducting a horse racing meeting shall, each racing day, provide for the running of at least one race limited to California-bred horses, to be known as the "California-bred race," pursuant to CHRB Rule 1813. For Thoroughbred and Quarter Horse meetings, the total amount distributed for California-bred stakes races from the purse account, including overnight stakes, shall not be less than 10% of the total amount distributed for all stakes races, pursuant to Business and Professions Code section 19568(b).

4. RACING ASSOCIATION

A. Association is a: ☒ Corporation (complete subsection C)
☐ LLC (complete subsection D)
☐ Other (specify, and complete subsection E)

B. Complete the applicable subsection and attached Addendum, Background Information and Ownership.

LOS ALAMITOS QUARTER HORSE RACING ASSOCIATION
2023 STAKES SCHEDULE

TO BE RUN		EVENT	PURSE & DISTANCE
SATURDAY **JANUARY 7, 2023**	**(1)**	**HOLIDAY HANDICAP** TWO YEAR OLDS	**$20,000** **350 YARDS**
SUNDAY **JANUARY 8, 2023**	**(2)**	**CHARGER BAR HANDICAP** MARES, FOUR YEAR OLDS AND UPWARD	**$100,000** **400 YARDS**
SUNDAY **JANUARY 8, 2023**	**(3)**	**DASHINGLY** MARES, FOUR YEAR OLDS AND UPWARD **(CHARGER BAR PREFERRED)**	**$25,000** **350 YARDS**
SATURDAY **JANUARY 14, 2023**	**(4)**	**CYPRESS HANDICAP** FOUR YEAR OLDS AND UPWARD	**$25,000** **350 YARDS**
SATURDAY **FEBRUARY 18, 2023**	**(5)**	**LOS ALAMITOS WINTER DERBY** THREE YEAR OLDS TRIALS TO BE RUN, SATURDAY, JANUARY 28, 2023	**$200,000 Projected** **$100,000 Added** **400 YARDS**
SUNDAY **FEBRUARY 19, 2023**	**(6)**	**BRAD MCKINZIE WINTER CHAMPIONSHIP** FOUR YEAR OLDS AND UPWARD TRIALS TO BE RUN, SUNDAY, JANUARY 29, 2023	**$160,000 Projected** **$100,000 Added** **400 YARDS**
SATURDAY **FEBRUARY 25, 2023**	**(7)**	**DENIM N DIAMONDS HANDICAP** MARES, FOUR YEAR OLDS AND UPWARD CALIFORNIA BRED PREFERRED (CAL BRED)	**$35,000** **350 YARDS**
SUNDAY **FEBRUARY 26, 2023**	**(8)**	**LOS ALAMITOS MAIDEN STAKES** THREE YEAR OLDS (NOVEMBER 1, 2021) TRIALS TO BE RUN, SUNDAY, FEBRUARY 05, 2023	**$125,000 Projected** **$25,000 Added** **350 YARDS**
SUNDAY **MARCH 12, 2023**	**(9)**	**VIRGINIA HYLAND STAKES** FILLIES/MARES THREE YEAR OLDS AND UPWARD	**$35,000** **350 YARDS**
SUNDAY **MARCH 19, 2023**	**(10)**	**MOONIST STAKES** THREE YEAR OLDS AND UPWARD	**$35,000** **400 YARDS**
SATURDAY **MARCH 25, 2022**	**(11)**	**LOS ALAMITOS OAKS** FILLIES, THREE YEAR OLDS TRIALS TO BE RUN, SATURDAY, MARCH 4, 2023	**$500,000 Projected** **$125,000 Added** **400 YARDS**

TO BE RUN		EVENT	PURSE & DISTANCE
SUNDAY **MARCH 26, 2023**	**(12)**	**EL PRIMERO DEL ANO DERBY** COLTS AND GELDINGS, THREE YEAR OLDS TRIAL TO BE RUN, SUNDAY, MARCH 5, 2023	**$225,000 Projected** **$35,000 Added** **400 YARDS**
SATURDAY **APRIL 1, 2023**	**(13)**	**JAMES S SMITH MEMORIAL HANDICAP** THREE YEAR OLDS	**$25,000** **350 YARDS**
SATURDAY **APRIL 8, 2023**	**(14)**	**DASHING FOLLY** FILLIES/MARES THREE YEAR OLDS AND UPWARD (NON WINNERS OF THE YEAR)	**$25,000** **350 YARDS**
SATURDAY **APRIL 29, 2023**	**(15)**	**KAWEAH BAR HANDICAP** THREE YEAR OLDS AND UPWARD	**$35,000** **350 YARDS**
SATURDAY **MAY 6, 2023**	**(16)**	**LA PACIFICA HANDICAP** FILLIES, THREE YEAR OLDS	**$35,000** **350 YARDS**
SUNDAY **MAY 7, 2023**	**(17)**	**MISS PRINCESS HANDICAP** FILLIES AND MARES THREE YEAR OLDS AND UPWARD	**$50,000** **350 YARDS**
SATURDAY **MAY 13, 2023**	**(18)**	**DILLINGHAM HANDICAP** THREE YEAR OLDS	**$35,000** **400 YARDS**
SUNDAY **MAY 14, 2023**	**(19)**	**ROBERT ADAIR KINDERGARTEN** **FUTURITY** TWO YEAR OLDS TRIALS TO BE RUN, SUNDAY, APRIL 23, 2023	**$400,000 Projected** **$50,000 Added** **300 YARDS**
SUNDAY **MAY 21, 2023**	**(20)**	**ADEQUAN CALIFORNIA REGIONAL** **DERBY CHALLENGE** THREE YEAR OLDS TRAILS TO BE RUN, SUNDAY APRIL 30, 2023	**$30,000 Estimated** **$10,000 Added** **+$15,000 B of A** **400 YARDS**
SUNDAY **JUNE 11, 2023**	**(21)**	**ABIGAIL KAWANANAKOA** FILLIES AND MARES, THREE YEAR OLDS AND UPWARD	**$100,000** **400 YARDS**
SUNDAY **JUNE 11, 2023**	**(22)**	**CHECK HER TWICE** FILLIES/MARES THREE YEAR OLDS AND UPWARD	**$25,000** **350 YARDS**
SUNDAY **JUNE 18, 2023**	**(23)**	**ED BURKE MILLION FUTURITY** TWO YEAR OLDS TRIALS TO BE RUN, SUNDAY, MAY 28, 2023	**$1,000,000 Projected** **$250,000 Added** **350 YARDS**

TO BE RUN		EVENT	PURSE & DISTANCE
SATURDAY **JUNE 17, 2023**	**(24)**	**FRED SCANE** TWO YEARS OLD	**$25,000** **350 YARDS**
SUNDAY **JUNE 25, 2023**	**(25)**	**VANDYS FLASH HANDICAP** THREE YEAR OLDS	**$25,000** **400 YARDS**
SUNDAY **JUNE 25, 2023**	**(26)**	**1000 YARD CHAMPIONSHIP** THREE YEAR OLDS AND UPWARD QUARTER HORSES AND THOROUGHBREDS	**$50,000** **1000 YARDS**
SUNDAY **JUNE 25, 2023**	**(27)**	**1000 YARD FILLIES/MARES** THREE YEAR OLDS AND UPWARD QUARTER HORSES AND THOROUGHBREDS	**$30,000** **1000 YARDS**
SATURDAY **JULY 1, 2023**	**(28)**	**INDEPENDENCE DAY HANDICAP** THREE YEAR OLDS AND UPWARD	**$25,000** **300 YARDS**
SUNDAY **JULY 2, 2023**	**(29)**	**VESSELS MATURITY** FOUR YEAR OLDS AND UPWARD TRIALS TO BE RUN, SUNDAY, JUNE 11, 2023	**$150,000 Projected** **$100,000 Added** **400 YARDS**
SATURDAY **JULY 29, 2023**	**(30)**	**GOVERNOR'S CUP FUTURITY** TWO YEAR OLDS BRED IN CALIFORNIA TRIALS TO BE RUN, SATURDAY, JULY 8, 2023	**$400,000 Projected** **$100,000 Added** **350 YARDS**
SUNDAY **JULY 30, 2023**	**(31)**	**GOVERNOR'S CUP DERBY** THREE YEAR OLDS BRED IN CALIFORNIA TRIALS TO BE RUN, SUNDAY, JULY 9, 2023	**$225,000 Projected** **$100,000 Added** **400 YARDS**
SATURDAY **JULY 29, 2023**	**(32)**	**SPENCER L CHILDERS** **CALIFORNIA BREEDERS CHAMPIONSHIP HANDICAP** THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA	**$100,000** **400 YARDS**
SATURDAY **JULY 29, 2023**	**(33)**	**CALIFORNIA BREEDERS MATRON STAKES** FILLIES AND MARES THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA	**$40,000** **400 YARDS**
SATURDAY **JULY 29, 2023**	**(34)**	**CALIFORNIA BREEDERS FRESHMAN** **FILLIES STAKES** FILLIES, TWO YEAR OLDS BRED IN CALIFORNIA	**$25,000** **350 YARDS**

TO BE RUN		EVENT	PURSE & DISTANCE
SATURDAY **JULY 29, 2023**	**(35)**	**CALIFORNIA BREEDERS FRESHMAN STAKES** TWO YEAR OLDS BRED IN CALIFORNIA	**$25,000** **350 YARDS**
SATURDAY **JULY 29, 2023**	**(36)**	**CALIFORNIA BREEDERS DEBUTANTE STAKES** FILLIES, THREE YEAR OLDS BRED IN CALIFORNIA	**$25,000** **350 YARDS**
SATURDAY **JULY 29, 2023**	**(37)**	**JENS L LIST JR MEMORIAL** **CALIFORNIA BREEDERS STAKES** THREE YEAR OLDS BRED IN CALIFORNIA	**$25,000** **400 YARDS**
SATURDAY **JULY 29, 2023**	**(38)**	**$5,000 SOPHOMORE CLAIMING STAKES** THREE YEAR OLDS BRED IN CALIFORNIA CLAIMING PRICE $5,000	**$15,000** **350 YARDS**
SATURDAY **JULY 29, 2023**	**(39)**	**$10,000 SOPHOMORE CLAIMING STAKES** THREE YEAR OLDS BRED IN CALIFORNIA CLAIMING PRICE $10,000	**$17,500** **350 YARDS**
SATURDAY **JULY 29, 2023**	**(40)**	**$5,000 SENIOR CLAIMING STAKES** THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA CLAIMING PRICE $5,000	**$15,000** **400 YARDS**
SATURDAY **JULY 29, 2023**	**(41)**	**$10,000 SENIOR CLAIMING STAKES** THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA CLAIMING PRICE $10,000	**$17,500** **400 YARDS**
SATURDAY **JULY 29, 2023**	**(42)**	**CALIFORNIA BREEDERS SPRINT STAKES** THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA	**$25,000** **350 YARDS**
SATURDAY **AUGUST 5, 2023**	**(43)**	**BANK OF AMERICA** **CALIFORNIA REGIONAL CHALLENGE** THREE YEAR OLDS AND UPWARD TRIALS TO BE RUN, SATURDAY, JULY 15, 2023	**$40,000 Estimated** **$15,000 Added +** **$20,000 B of A Racing Challenge** **440 YARDS**
SUNDAY **AUGUST 6, 2023**	**(44)**	**ARC CALIFORNIA REGIONAL** **DISTAFF CHALLENGE** FILLIES AND MARES THREE YEAR OLDS AND UPWARD TRIALS TO BE RUN, SUNDAY, JULY 16, 2023	**$30,000 Estimated** **$7,500 Added +** **$7,500 B of A Racing Challenge** **400 YARDS**
SATURDAY **AUGUST 12, 2023**	**(45)**	**JOHN DEERE JUVENILE CALIFORNIA REGIONAL CHALLENGE** TWO YEAR OLDS TRIALS TO BE RUN, SATURDAY, JULY 22, 2023	**$50,000 Estimated** **$10,000 Added +** **$15,000 B of A Racing Challenge** **350 YARDS**

TO BE RUN		EVENT	PURSE & DISTANCE
SUNDAY **AUGUST 13, 2023**	**(46)**	**GOLDEN STATE DERBY** THREE YEAR OLDS TRIALS TO BE RUN, SUNDAY, JULY 23, 2023	**$250,000 Projected** **$50,000 Added** **400 YARDS**
SATURDAY **AUGUST 19, 2023**	**(47)**	**FLORENTINE** FILLIES/MARES THREE YEARS OLD AND UPWARD (WHICH HAVE NOT EARNED $25,000 IN 2022)	**$25,000** **350 YARDS**
SUNDAY **AUGUST 20, 2023**	**(48)**	**$12,500 CLAIMING FUTURITY** TWO YEAR OLDS TRAILS TO BE RUN, SUNDAY, JULY 30, 2023	**$70,000 Approximated** **$20,000 Added** **350 YARDS**
SATURDAY **AUGUST 26, 2023**	**(49)**	**SGT PEPPER FEATURE HANDICAP** THREE YEAR OLDS	**$35,000** **350 YARDS**
SUNDAY **AUGUST 27, 2023**	**(50)**	**GO MAN GO HANDICAP** THREE YEAR OLDS AND UPWARD	**$100,000** **400 YARDS**
SUNDAY **SEPTEMBER 17, 2023**	**(51)**	**MILDRED N VESSELS MEMORIAL HANDICAP** FILLIES AND MARES THREE YEAR OLDS AND UPWARD	**$125,000** **$100,000 ADDED** **400 YARDS**
SUNDAY **SEPTEMBER 17, 2023**	**(52)**	**GO JOSIE GO** FILLIES/MARES THREE YEARS OLD AND UPWARD	**$25,000** **350 YARDS**
SATURDAY **SEPTEMBER 30, 2023**	**(53)**	**BLANE SCHVANEVELDT HANDICAP** THREE YEAR OLDS AND UPWARD (RESTRICTED INTERMOUNTAIN)	**$35,000** **400 YARDS**
SATURDAY **SEPTEMBER 30, 2023**	**(54)**	**PCQHRA BREEDERS DERBY** THREE YEAR OLDS TRIALS TO BE RUN, SATURDAY, SEPTEMBER 9, 2023	**$175,000 Projected** **$50,000 Added** **400 YARDS**
SUNDAY **OCTOBER 1, 2023**	**(55)**	**PCQHRA BREEDERS FUTURITY** TWO YEAR OLDS TRIALS TO BE RUN, SUNDAY, SEPTEMBER 10, 2023	**$400,000 Projected** **$50,000 Added** **350 YARDS**
SATURDAY **OCTOBER 7, 2023**	**(56)**	**ROBERT L BONIFACE LOS ALAMITOS** **INVITATIONAL CHAMPIONSHIP** THREE YEAR OLDS AND UPWARD	**$125,000** **440 YARDS**
SATURDAY **OCTOBER 7, 2023**	**(57)**	**SOUND DASH** FILLIES/MARES THREE YEAR OLDS AND UPWARD	**$35,000** **350 YARDS**

TO BE RUN		EVENT	PURSE & DISTANCE
SUNDAY **OCTOBER 22, 2023**	**(58)**	**LOS ALAMITOS WILD WEST FUTURITY** TWO YEAR OLDS TRIALS TO BE RUN, SUNDAY, OCTOBER 1, 2023	**$125,000 Projected** **$20,000 Added** **350 YARDS**
SATURDAY **OCTOBER 21, 2023**	**(59)**	**OVERNIGHT HANDICAP** THREE YEAR OLDS AND UPWARD	**$25,000** **400 YARDS**
SUNDAY **OCTOBER 29, 2023**	**(60)**	**GOLDEN STATE MILLION FUTURITY** TWO YEAR OLDS TRIALS TO BE RUN, SUNDAY, OCTOBER 8, 2023	**$1,000,000 Projected** **$100,000 Added** **400 YARDS**
SUNDAY **OCTOBER 29, 2023**	**(61)**	**AH SIGH** TWO YEARS OLD (GOLDEN STATE MILLION PREFERRED)	**$30,000** **350 YARDS**
SATURDAY **NOVEMBER 4, 2023**	**(62)**	**TOWN POLICY STAKES** THREE YEAR OLDS	**$25,000** **400 YARDS**
SATURDAY **NOVEMBER 4, 2023**	**(63)**	**JUSTANOLD LOVE** FILLIES THREE YEAR OLDS	**$25,000** **350 YARDS**
SUNDAY **NOVEMBER 5, 2023**	**(64)**	**LOS ALAMITOS SUPER DERBY** THREE YEAR OLDS TRIALS TO BE RUN, SUNDAY, OCTOBER 15, 2023	**$1,000,000 Projected** **$200,000 Added** **400 YARDS**
SATURDAY **NOVEMBER 11, 2023**	**(65)**	**CORONA CHICK HANDICAP** TWO YEAR OLDS	**$25,000** **400 YARDS**
SUNDAY **NOVEMBER 12, 2023**	**(66)**	**Z WAYNE GRIFFIN DIRECTORS TRIAL** THREE YEAR OLDS AND UPWARD TRIALS FOR THE CHAMPION OF CHAMPIONS	**$20,000 per Trial** **400 YARDS**
SATURDAY **NOVEMBER 18, 2023**	**(67)**	**LAS DAMAS HANDICAP** FILLIES AND MARES THREE YEAR OLDS AND UPWARD	**$75,000** **400 YARDS**
SATURDAY **NOVEMBER 18, 2023**	**(68)**	**LAS CHIQUITAS** FILLIES THREE YEAR OLDS TRAILS TO BE RUN SATURDAY, SEPTEMBER 28, 2023	**$20,000** **350 YARDS**
SUNDAY **DECEMBER 3, 2023**	**(69)**	**1000 YARD CHAMPIONSHIP** THREE YEAR OLDS AND UPWARD QUARTER HORSES AND THOROUGHBREDS	**$50,000** **1000 YARDS**

TO BE RUN		EVENT	PURSE & DISTANCE
SUNDAY **DECEMBER 3, 2023**	**(70)**	**1000 YARD FILLIES** THREE YEAR OLDS AND UPWARD QUARTER HORSES AND THOROUGHBREDS **3**	**$30,000** **1000 YARDS**
SUNDAY **DECEMBER 3, 2023**	**(71)**	**1000 YARD STAKES (11-20)** THREE YEAR OLDS AND UPWARD QUARTER HORSES AND THOROUGHBREDS	**$30,000** **1000 YARDS**
SATURDAY **DECEMBER 9, 2023**	**(72)**	**CHAMPION OF CHAMPIONS** THREE YEAR OLDS AND UPWARD TRIALS TO BE RUN, SATURDAY, NOVEMBER 12, 2022	**$750,000** **440 YARDS**
SUNDAY **DECEMBER 10, 2023**	**(73)**	**LOS ALAMITOS 2 MILLION FUTURITY** TWO YEAR OLDS TRIALS TO BE RUN, SUNDAY, NOVEMBER 20, 2022	**$1,800,000 Projected** **$350,000 Added** **400 YARDS**
SUNDAY **DECEMBER 10, 2023**	**(74)**	**LOS ALAMITOS 2 MILLION JUVENILE** TWO YEARS OLD (LOS ALAMITOS 2 MILLION TRIAL ENTRANTS PREFERRED)	**$50,000** **350 YARDS**
SATURDAY **DECEMBER 16, 2023**	**(75)**	**A RANSOM HANDICAP** THREE YEAR OLDS	**$25,000** **350 YARDS**
SATURDAY **DECEMBER 16, 2023**	**(76)**	**FIRST DOWN DASH HANDICAP** THREE YEAR OLDS AND UPWARD	**$40,000** **400 YARDS**
SUNDAY **DECEMBER 17, 2023**	**(77)**	**SOUTHERN CALIFORNIA DERBY** THREE YEAR OLDS TRIALS TO BE RUN, SUNDAY, NOVEMBER 27, 2022	**$175,000 Projected** **$35,000 Added** **400 YARDS**

LOS ALAMITOS QUARTER HORSE RACING ASSOCIATION

2021 STAKES SCHEDULE

To Be Run	EVENT		Purse & Distance
SATURDAY **DECEMBER 26, 2020**	**(1)**	**HOLIDAY HANDICAP** TWO YEAR OLDS	**$20,000** **350 YARDS**
SUNDAY **JANUARY 3, 2021**	**(2)**	**CHARGER BAR HANDICAP** MARES, FOUR YEAR OLDS AND UPWARD	**$100,000** **400 YARDS**
SUNDAY **JANUARY 10, 2021**	**(3)**	**BARBARA B HANDICAP** FOUR YEAR OLDS AND UPWARD	**$20,000** **550 YARDS**
FRIDAY **JANUARY 15, 2021**	**(4)**	**CYPRESS HANDICAP** FOUR YEAR OLDS AND UPWARD	**$25,000** **350 YARDS**
SATURDAY **FEBRUARY 13, 2021**	**(5)**	**LOS ALAMITOS WINTER DERBY** THREE YEAR OLDS TRIALS TO BE RUN, SATURDAY, JANUARY 23, 2021	**$200,000 Projected** **$100,000 Added** **400 YARDS**
SUNDAY **FEBRUARY 14, 2021**	**(6)**	**BRAD MCKINZIE WINTER CHAMPIONSHIP** FOUR YEAR OLDS AND UPWARD TRIALS TO BE RUN, SUNDAY, JANUARY 24, 2021	**$160,000 Projected** **$100,000 Added** **400 YARDS**
SATURDAY **FEBRUARY 20, 2021**	**(7)**	**DENIM N DIAMONDS HANDICAP** MARES, FOUR YEAR OLDS AND UPWARD BRED IN CALIFORNIA	**$35,000** **350 YARDS**
SUNDAY **FEBRUARY 21, 2021**	**(8)**	**LOS ALAMITOS MAIDEN STAKES** THREE YEAR OLDS TRIALS TO BE RUN, SUNDAY, JANUARY 31, 2021	**$125,000 Projected** **$25,000 Added** **350 YARDS**
SATURDAY **MARCH 27, 2021**	**(9)**	**LOS ALAMITOS OAKS** FILLIES, THREE YEAR OLDS TRIALS TO BE RUN, SATURDAY, MARCH 6, 2021	**$400,000 Projected** **$125,000 Added** **400 YARDS**
SUNDAY **MARCH 28, 2021**	**(10)**	**EL PRIMERO DEL ANO DERBY** COLTS AND GELDINGS, THREE YEAR OLDS TRIAL TO BE RUN, SUNDAY, MARCH 7, 2021	**$200,000** **$35,000 Added** **400 YARDS**
SATURDAY **APRIL 3, 2021**	**(11)**	**JAMES S SMITH MEMORIAL HANDICAP** THREE YEAR OLDS	**$20,000** **350 YARDS**
SATURDAY **APRIL 17, 2021**	**(12)**	**WHEATLAND HANDICAP** THREE YEAR OLDS AND UPWARD QUARTER HORSES AND THOROUGHBREDS	**$20,000** **870 YARDS**
SATURDAY **MAY 1, 2021**	**(13)**	**KAWEAH BAR HANDICAP** THREE YEAR OLDS AND UPWARD	**$35,000** **350 YARDS**
SATURDAY **MAY 8, 2021**	**(14)**	**LA PACIFICA HANDICAP** FILLIES, THREE YEAR OLDS	**$30,000** **350 YARDS**
SUNDAY **MAY 9, 2021**	**(15)**	**MISS PRINCESS HANDICAP** FILLIES AND MARES THREE YEAR OLDS AND UPWARD	**$50,000** **350 YARDS**

2022 STAKES SCHEDULE

To Be Run	EVENT		Purse & Distance
SUNDAY **DECEMBER 26, 2021**	**(1)**	**HOLIDAY HANDICAP** TWO YEAR OLDS	**$20,000** **350 YARDS**
SUNDAY **JANUARY 2, 2022**	**(2)**	**CHARGER BAR HANDICAP** MARES, FOUR YEAR OLDS AND UPWARD	**$100,000** **400 YARDS**
SUNDAY **JANUARY 9, 2022**	**(3)**	**BARBARA B HANDICAP** FOUR YEAR OLDS AND UPWARD	**$20,000** **550 YARDS**
SATURDAY **JANUARY 15, 2022**	**(4)**	**CYPRESS HANDICAP** FOUR YEAR OLDS AND UPWARD	**$25,000** **350 YARDS**
SATURDAY **FEBRUARY 12, 2022**	**(5)**	**LOS ALAMITOS WINTER DERBY** THREE YEAR OLDS TRIALS TO BE RUN, SATURDAY, JANUARY 22, 2022	**$200,000 Projected** **$100,000 Added** **400 YARDS**
SUNDAY **FEBRUARY 13, 2022**	**(6)**	**BRAD MCKINZIE WINTER CHAMPIONSHIP** FOUR YEAR OLDS AND UPWARD TRIALS TO BE RUN, SUNDAY, JANUARY 23, 2022	**$160,000 Projected** **$100,000 Added** **400 YARDS**
SATURDAY **FEBRUARY 19, 2022**	**(7)**	**DENIM N DIAMONDS HANDICAP** MARES, FOUR YEAR OLDS AND UPWARD BRED IN CALIFORNIA	**$35,000** **350 YARDS**
SUNDAY **FEBRUARY 20, 2022**	**(8)**	**LOS ALAMITOS MAIDEN STAKES** THREE YEAR OLDS TRIALS TO BE RUN, SUNDAY, JANUARY 30, 2022	**$125,000 Projected** **$25,000 Added** **350 YARDS**
SATURDAY **MARCH 26, 2022**	**(9)**	**LOS ALAMITOS OAKS** FILLIES, THREE YEAR OLDS TRIALS TO BE RUN, SATURDAY, MARCH 5, 2022	**$500,000 Projected** **$125,000 Added** **400 YARDS**
SUNDAY **MARCH 27, 2022**	**(10)**	**EL PRIMERO DEL ANO DERBY** COLTS AND GELDINGS, THREE YEAR OLDS TRIAL TO BE RUN, SUNDAY, MARCH 6, 2022	**$225,000** **$35,000 Added** **400 YARDS**
SATURDAY **APRIL 2, 2022**	**(11)**	**JAMES S SMITH MEMORIAL HANDICAP** THREE YEAR OLDS	**$20,000** **350 YARDS**
SATURDAY **APRIL 16, 2022**	**(12)**	**WHEATLAND HANDICAP** THREE YEAR OLDS AND UPWARD QUARTER HORSES AND THOROUGHBREDS	**$20,000** **870 YARDS**
SATURDAY **APRIL 30, 2022**	**(13)**	**KAWEAH BAR HANDICAP** THREE YEAR OLDS AND UPWARD	**$35,000** **350 YARDS**
SATURDAY **MAY 2, 2022**	**(14)**	**LA PACIFICA HANDICAP** FILLIES, THREE YEAR OLDS	**$30,000** **350 YARDS**
SUNDAY **MAY 8, 2022**	**(15)**	**MISS PRINCESS HANDICAP** FILLIES AND MARES THREE YEAR OLDS AND UPWARD	**$50,000** **350 YARDS**

2021 STAKES SCHEDULE

To Be Run	EVENT		Purse & Distance
SATURDAY **MAY 15, 2021**	**(16)**	**DILLINGHAM HANDICAP** THREE YEAR OLDS	**$25,000** **400 YARDS**
SUNDAY **MAY 16, 2021**	**(17)**	**ROBERT ADAIR KINDERGARTEN** **FUTURITY** TWO YEAR OLDS TRIALS TO BE RUN, SUNDAY, APRIL 25, 2021	**$400,000 Projected** **$50,00 Added** **300 YARDS**
SUNDAY **MAY 23, 2021**	**(18)**	**ADEQUAN CALIFORNIA REGIONAL** **DERBY CHALLENGE** THREE YEAR OLDS TRAILS TO BE RUN, SUNDAY MAY 2, 2021	**$30,000 Estimated** **$10,000 Added** **+$15,000 B of A** **400 YARDS**
SATURDAY **JUNE 19, 2021**	**(19)**	**IVAN ASHMENT HANDICAP** FILLIES AND MARES, THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA	**$35,000** **400 YARDS**
SUNDAY **JUNE 20, 2021**	**(20)**	**ED BURKE MILLION FUTURITY** TWO YEAR OLDS TRIALS TO BE RUN, SUNDAY, MAY 30, 2021	**$1,000,000 Projected** **$250,000 Added** **350 YARDS**
SUNDAY **JUNE 27, 2021**	**(21)**	**VANDYS FLASH HANDICAP** THREE YEAR OLDS	**$25,000** **400 YARDS**
FRIDAY **JULY 2, 2021**	**(22)**	**INDEPENDENCE DAY HANDICAP** THREE YEAR OLDS AND UPWARD	**$25,000** **300 YARDS**
SAUTURDAY **JULY 3, 2021**	**(23)**	**VESSELS MATURITY** FOUR YEAR OLDS AND UPWARD TRIALS TO BE RUN, SATURDAY, JUNE 12, 2021	**$150,000 Projected** **$100,000 Added** **400 YARDS**
SATURDAY **JULY 31, 2021**	**(24)**	**GOVERNOR'S CUP FUTURITY** TWO YEAR OLDS BRED IN CALIFORNIA TRIALS TO BE RUN, SATURDAY, JULY 10, 2021	**$400,000 Projected** **$100,000 Added** **350 YARDS**
SATURDAY **JULY 31, 2021**	**(25)**	**GOVERNOR'S CUP DERBY** THREE YEAR OLDS BRED IN CALIFORNIA TRIALS TO BE RUN, SUNDAY, JULY 11, 2021	**$225,000 Projected** **$100,000 Added** **400 YARDS**
SATURDAY **JULY 31, 2021**	**(26)**	**SPENCER L CHILDERS** **CALIFORNIA BREEDERS CHAMPIONSHIP HANDICAP** THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA	**$100,000** **400 YARDS**
SATURDAY **JULY 31, 2021**	**(27)**	**CALIFORNIA BREEDERS MATRON STAKES** FILLIES AND MARES THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA	**$40,000** **400 YARDS**
SATURDAY **JULY 31, 2021**	**(28)**	**CALIFORNIA BREEDERS FRESHMAN** **FILLIES STAKES** FILLIES, TWO YEAR OLDS BRED IN CALIFORNIA	**$25,000** **350 YARDS**
SATURDAY **JULY 31, 2021**	**(29)**	**CALIFORNIA BREEDERS FRESHMAN STAKES** TWO YEAR OLDS BRED IN CALIFORNIA	**$25,000** **350 YARDS**
SATURDAY **JULY 31, 2021**	**(30)**	**CALIFORNIA BREEDERS DEBUTANTE STAKES** FILLIES, THREE YEAR OLDS BRED IN CALIFORNIA	**$25,000** **350 YARDS**

2022 STAKES SCHEDULE

To Be Run	EVENT		Purse & Distance
SATURDAY **MAY 14, 2022**	**(16)**	**DILLINGHAM HANDICAP** THREE YEAR OLDS	**$25,000** **400 YARDS**
SUNDAY **MAY 15, 2022**	**(17)**	**ROBERT ADAIR KINDERGARTEN** **FUTURITY** TWO YEAR OLDS TRIALS TO BE RUN, SUNDAY, APRIL 24, 2022	**$400,000 Projected** **$50,00 Added** **300 YARDS**
SUNDAY **MAY 22, 2022**	**(18)**	**ADEQUAN CALIFORNIA REGIONAL** **DERBY CHALLENGE** THREE YEAR OLDS TRAILS TO BE RUN, SUNDAY MAY 1, 2022	**$30,000 Estimated** **$10,000 Added** **+$15,000 B of A** **400 YARDS**
SATURDAY **JUNE 18, 2022**	**(19)**	**IVAN ASHMENT HANDICAP** FILLIES AND MARES, THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA	**$35,000** **400 YARDS**
SUNDAY **JUNE 19, 2022**	**(20)**	**ED BURKE MILLION FUTURITY** TWO YEAR OLDS TRIALS TO BE RUN, SUNDAY, MAY 29, 2022	**$1,000,000 Projected** **$250,000 Added** **350 YARDS**
SUNDAY **JUNE 26, 2022**	**(21)**	**VANDYS FLASH HANDICAP** THREE YEAR OLDS	**$25,000** **400 YARDS**
SATURDAY **JULY 2, 2022**	**(22)**	**INDEPENDENCE DAY HANDICAP** THREE YEAR OLDS AND UPWARD	**$25,000** **300 YARDS**
SAUTURDAY **JULY 2, 2022**	**(23)**	**VESSELS MATURITY** FOUR YEAR OLDS AND UPWARD TRIALS TO BE RUN, SATURDAY, JUNE 12, 2022	**$150,000 Projected** **$100,000 Added** **400 YARDS**
SATURDAY **JULY 30, 2022**	**(24)**	**GOVERNOR'S CUP FUTURITY** TWO YEAR OLDS BRED IN CALIFORNIA TRIALS TO BE RUN, SATURDAY, JULY 9, 2022	**$400,000 Projected** **$100,000 Added** **350 YARDS**
SUNDAY **JULY 31, 2022**	**(25)**	**GOVERNOR'S CUP DERBY** THREE YEAR OLDS BRED IN CALIFORNIA TRIALS TO BE RUN, SUNDAY, JULY 10, 2022	**$225,000 Projected** **$100,000 Added** **400 YARDS**
SATURDAY **JULY 30, 2022**	**(26)**	**SPENCER L CHILDERS** **CALIFORNIA BREEDERS CHAMPIONSHIP HANDICAP** THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA	**$100,000** **400 YARDS**
SATURDAY **JULY 30, 2022**	**(27)**	**CALIFORNIA BREEDERS MATRON STAKES** FILLIES AND MARES THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA	**$40,000** **400 YARDS**
SATURDAY **JULY 30, 2022**	**(28)**	**CALIFORNIA BREEDERS FRESHMAN** **FILLIES STAKES** FILLIES, TWO YEAR OLDS BRED IN CALIFORNIA	**$25,000** **350 YARDS**
SATURDAY **JULY 30, 2022**	**(29)**	**CALIFORNIA BREEDERS FRESHMAN STAKES** TWO YEAR OLDS BRED IN CALIFORNIA	**$25,000** **350 YARDS**
SATURDAY **JULY 30, 2022**	**(30)**	**CALIFORNIA BREEDERS DEBUTANTE STAKES** FILLIES, THREE YEAR OLDS BRED IN CALIFORNIA	**$25,000** **350 YARDS**

2021 STAKES SCHEDULE

To Be Run	EVENT		Purse & Distance
SATURDAY **JULY 31, 2021**	**(31)**	**JENS L LIST JR MEMORIAL** **CALIFORNIA BREEDERS STAKES** **T**HREE YEAR OLDS BRED IN CALIFORNIA	**$25,000** **400 YARDS**
SATURDAY **JULY 31, 2021**	**(32)**	**CALIFORNIA BREEDERS 550 STAKES** **T**HREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA	**$20,000** **550 YARDS**
SATURDAY **JULY 31, 2021**	**(33)**	**$5,000 SOPHOMORE CLAIMING STAKES** THREE YEAR OLDS BRED IN CALIFORNIA CLAIMING PRICE $5,000	**$15,000** **350 YARDS**
SATURDAY **JULY 31, 2021**	**(34)**	**$10,000 SOPHOMORE CLAIMING STAKES** THREE YEAR OLDS BRED IN CALIFORNIA CLAIMING PRICE $10,000	**$17,500** **350 YARDS**
SATURDAY **JULY 31, 2021**	**(35)**	**$5,000 SENIOR CLAIMING STAKES** THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA CLAIMING PRICE $5,000	**$15,000** **400 YARDS**
SATURDAY **JULY 31, 2021**	**(36)**	**$10,000 SENIOR CLAIMING STAKES** THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA CLAIMING PRICE $10,000	**$17,500** **400 YARDS**
SATURDAY **JULY 31, 2021**	**(37)**	**CALIFORNIA BREEDERS SPRINT STAKES** THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA	**$25,000** **350 YARDS**
SATURDAY **JULY 31, 2021**	**(38)**	**SIGN OF LANTY HANDICAP** THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA	**$25,000** **870 YARDS**
SATURDAY **AUGUST 7, 2021**	**(39)**	**BANK OF AMERICA** **CALIFORNIA REGIONAL CHALLENGE** THREE YEAR OLDS AND UPWARD TRIALS TO BE RUN, SATURDAY, JULY 17, 2021	**$40,000 Estimated** **$15,000 Added + $20,000** **B of A Racing Challenge** **440 YARDS**
SUNDAY **AUGUST 8, 2021**	**(40)**	**ARC CALIFORNIA REGIONAL** **DISTAFF CHALLENGE** FILLIES AND MARES THREE YEAR OLDS AND UPWARD TRIALS TO BE RUN, SUNDAY, JULY 18, 2021	**$30,000 Estimated** **$7,500 Added +** **$7,500 B of A Racing Challenge** **400 YARDS**
SATURDAY **AUGUST 14, 2021**	**(41)**	**JOHN DEERE JUVENILE CALIFORNIA REGIONAL** **CHALLENGE** TWO YEAR OLDS TRIALS TO BE RUN, SATURDAY, JULY 14, 2021	**$50,000 Estimated** **$10,000 Added +** **$15,000 B of A Racing Challenge** **350 YARDS**

2022 STAKES SCHEDULE

To Be Run	EVENT		Purse & Distance
SATURDAY **JULY 30, 2022**	**(31)**	**JENS L LIST JR MEMORIAL** **CALIFORNIA BREEDERS STAKES** **T**HREE YEAR OLDS BRED IN CALIFORNIA	**$25,000** **400 YARDS**
SATURDAY **JULY 30, 2022**	**(32)**	**CALIFORNIA BREEDERS 550 STAKES** **T**HREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA	**$20,000** **550 YARDS**
SATURDAY **JULY 30, 2022**	**(33)**	**$5,000 SOPHOMORE CLAIMING STAKES** THREE YEAR OLDS BRED IN CALIFORNIA CLAIMING PRICE $5,000	**$15,000** **350 YARDS**
SATURDAY **JULY 30, 2022**	**(34)**	**$10,000 SOPHOMORE CLAIMING STAKES** THREE YEAR OLDS BRED IN CALIFORNIA CLAIMING PRICE $10,000	**$17,500** **350 YARDS**
SATURDAY **JULY 30, 2022**	**(35)**	**$5,000 SENIOR CLAIMING STAKES** THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA CLAIMING PRICE $5,000	**$15,000** **400 YARDS**
SATURDAY **JULY 30, 2022**	**(36)**	**$10,000 SENIOR CLAIMING STAKES** THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA CLAIMING PRICE $10,000	**$17,500** **400 YARDS**
SATURDAY **JULY 30, 2022**	**(37)**	**CALIFORNIA BREEDERS SPRINT STAKES** THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA	**$25,000** **350 YARDS**
SATURDAY **JULY 30, 2022**	**(38)**	**SIGN OF LANTY HANDICAP** THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA	**$25,000** **870 YARDS**
SATURDAY **AUGUST 6, 2022**	**(39)**	**BANK OF AMERICA** **CALIFORNIA REGIONAL CHALLENGE** THREE YEAR OLDS AND UPWARD TRIALS TO BE RUN, SATURDAY, JULY 16, 2022	**$40,000 Estimated** **$15,000 Added + $20,000** **B of A Racing Challenge** **440 YARDS**
SUNDAY **AUGUST 7, 2022**	**(40)**	**ARC CALIFORNIA REGIONAL** **DISTAFF CHALLENGE** FILLIES AND MARES THREE YEAR OLDS AND UPWARD TRIALS TO BE RUN, SUNDAY, JULY 17, 2022	**$30,000 Estimated** **$7,500 Added +** **$7,500 B of A Racing Challenge** **400 YARDS**
SATURDAY **AUGUST 13, 2022**	**(41)**	**JOHN DEERE JUVENILE CALIFORNIA REGIONAL** **CHALLENGE** TWO YEAR OLDS TRIALS TO BE RUN, SATURDAY, JULY 23, 2022	**$50,000 Estimated** **$10,000 Added +** **$15,000 B of A Racing Challenge** **350 YARDS**

2021 STAKES SCHEDULE

To Be Run	EVENT		Purse & Distance
SUNDAY **AUGUST 15, 2021**	**(42)**	**GOLDEN STATE DERBY** THREE YEAR OLDS TRIALS TO BE RUN, SUNDAY, JULY 25, 2021	**$200,000 Projected** **$50,000 Added** **400 YARDS**
SATURDAY **AUGUST 21, 2021**	**(43)**	**PAT HYLAND MEMORIAL HANDICAP** TWO YEAR OLDS	**$25,000** **350 YARDS**
SUNDAY **AUGUST 22, 2021**	**( )**	**$12,500 CLAIMING FUTURITY** TWO YEAR OLDS TRIALS TO BE RUN, SUNDAY, AUGUST 1, 2021	**$70,000 Approximated** **$20,000 Added** **350 YARDS**
SATURDAY **AUGUST 28, 2021**	**(45)**	**SGT PEPPER FEATURE HANDICAP** THREE YEAR OLDS	**$25,000** **350 YARDS**
SUNDAY **AUGUST 29, 2021**	**(46)**	**GO MAN GO HANDICAP** THREE YEAR OLDS AND UPWARD	**$100,000** **400 YARDS**
SATURDAY **SEPTEMBER 4, 2021**	**( )**	**THE PLAN OVERNIGHT HANDICAP** TWO YEAR OLDS	**$15,000** **350 YARDS**
SUNDAY **SEPTEMBER 5, 2021**	**( )**	**HE FLYS OVERNIGHT HANDICAP** THREE YEAR OLDS AND UPWARD	**$16,000** **350 YARDS**
SUNDAY **SEPTEMBER 19, 2021**	**(47)**	**MILDRED N VESSELS MEMORIAL HANDICAP** FILLIES AND MARES THREE YEAR OLDS AND UPWARD	**$125,000** **$100,000 Added** **400 YARDS**
SATURDAY **OCTOBER 2, 2021**	**(48)**	**BLANE SCHVANEVELDT HANDICAP** THREE YEAR OLDS AND UPWARD	**$25,000** **400 YARDS**
SATURDAY **OCTOBER 2, 2021**	**(49)**	**PCQHRA BREEDERS DERBY** THREE YEAR OLDS AND UPWARD TRIALS TO BE RUN, SATURDAY, SEPTEMBER 11, 2021	**$175,000 Projected** **$50,000 Added** **400 YARDS**
SUNDAY **OCTOBER 3, 2021**	**(50)**	**PCQHRA BREEDERS FUTURITY** TWO YEAR OLDS TRIALS TO BE RUN, SUNDAY, SEPTEMBER 12, 2021	**$400,000 Projected** **$50,000 Added** **350 YARDS**
SATURDAY **OCTOBER 9, 2021**	**(51)**	**AUTUMN HANDICAP** TWO YEAR OLDS	**$30,000** **350 YARDS**
SATURDAY **OCTOBER 9, 2021**	**(52)**	**ROBERT L BONIFACE LOS ALAMITOS INVITATIONAL CHAMPIONSHIP** THREE YEAR OLDS AND UPWARD	**$125,000** **440 YARDS**
SUNDAY **OCTOBER 17, 2021**	**(53)**	**LOS ALAMITOS WILD WEST FUTURITY** TWO YEAR OLDS TRIALS TO BE RUN, SUNDAY, SEPTEMBER 26, 2021	**$125,000 Projected** **$20,000 Added** **350 YARDS**
SATURDAY **OCTOBER 23, 2021**	**( )**	**JOHN WARD OVERNIGHT HANDICAP** THREE YEAR OLDS AND UPWARD	**$16,000** **400 YARDS**

2022 STAKES SCHEDULE

To Be Run	EVENT		Purse & Distance
SUNDAY **AUGUST 14, 2022**	**(42)**	**GOLDEN STATE DERBY** THREE YEAR OLDS TRIALS TO BE RUN, SUNDAY, JULY 24, 2022	**$200,000 Projected** **$50,000 Added** **400 YARDS**
SATURDAY **AUGUST 20, 2022**	**(43)**	**PAT HYLAND MEMORIAL HANDICAP** TWO YEAR OLDS	**$25,000** **350 YARDS**
SUNDAY **AUGUST 21, 2022**	**( )**	**$12,500 CLAIMING FUTURITY** TWO YEAR OLDS TRIALS TO BE RUN, SUNDAY, JULY 31, 2022	**$70,000 Approximated** **$20,000 Added** **350 YARDS**
SATURDAY **AUGUST 27, 2022**	**(44)**	**TRULY A PLEASURE HANDICAP** THREE YEAR OLDS AND UPWARD QUARER HORSES AND THOROUGHBREDS	**$20,000** **870 YARDS**
SATURDAY **AUGUST 27, 2022**	**(45)**	**SGT PEPPER FEATURE HANDICAP** THREE YEAR OLDS	**$25,000** **350 YARDS**
SUNDAY **AUGUST 28, 2022**	**(46)**	**GO MAN GO HANDICAP** THREE YEAR OLDS AND UPWARD	**$100,000** **400 YARDS**
SATURDAY **SEPTEMBER 3, 2022**	**( )**	**THE PLAN OVERNIGHT HANDICAP** TWO YEAR OLDS	**$15,000** **350 YARDS**
SUNDAY **SEPTEMBER 4, 2022**	**( )**	**HE FLYS OVERNIGHT HANDICAP** THREE YEAR OLDS AND UPWARD	**$16,000** **350 YARDS**
SUNDAY **SEPTEMBER 18, 2022**	**(47)**	**MILDRED N VESSELS MEMORIAL HANDICAP** FILLIES AND MARES THREE YEAR OLDS AND UPWARD	**$125,000** **$100,000 Added** **400 YARDS**
SATURDAY **OCTOBER 1, 2022**	**(48)**	**BLANE SCHVANEVELDT HANDICAP** THREE YEAR OLDS AND UPWARD	**$25,000** **400 YARDS**
SATURDAY **OCTOBER 1, 2022**	**(49)**	**PCQHRA BREEDERS DERBY** THREE YEAR OLDS AND UPWARD TRIALS TO BE RUN, SATURDAY, SEPTEMBER 10, 2022	**$175,000 Projected** **$50,000 Added** **400 YARDS**
SUNDAY **OCTOBER 2, 2022**	**(50)**	**PCQHRA BREEDERS FUTURITY** TWO YEAR OLDS TRIALS TO BE RUN, SUNDAY, SEPTEMBER 11, 2022	**$400,000 Projected** **$50,000 Added** **350 YARDS**
SATURDAY **OCTOBER 8, 2022**	**(51)**	**AUTUMN HANDICAP** TWO YEAR OLDS	**$30,000** **350 YARDS**
SATURDAY **OCTOBER 8, 2022**	**(52)**	**ROBERT L BONIFACE LOS ALAMITOS INVITATIONAL CHAMPIONSHIP** THREE YEAR OLDS AND UPWARD	**$125,000** **440 YARDS**
SUNDAY **OCTOBER 16, 2022**	**(53)**	**LOS ALAMITOS WILD WEST FUTURITY** TWO YEAR OLDS TRIALS TO BE RUN, SUNDAY, SEPTEMBER 25, 2022	**$125,000 Projected** **$20,000 Added** **350 YARDS**
SATURDAY **OCTOBER 22, 2022**	**( )**	**JOHN WARD OVERNIGHT HANDICAP** THREE YEAR OLDS AND UPWARD	**$16,000** **400 YARDS**

2021 STAKES SCHEDULE

To Be Run	EVENT		Purse & Distance
SUNDAY **OCTOBER 31, 2021**	**(54)**	**GOLDEN STATE MILLION FUTURITY** TWO YEAR OLDS TRIALS TO BE RUN, SUNDAY, OCTOBER 10, 2021	**$1,000,000 Projected** **$100,000 Added** **400 YARDS**
SATURDAY **NOVEMBER 6, 2021**	**(55)**	**TOWN POLICY STAKES** THREE YEAR OLDS	**$25,000** **400 YARDS**
SUNDAY **NOVEMBER 7, 2021**	**(56)**	**LOS ALAMITOS SUPER DERBY** THREE YEAR OLDS TRIALS TO BE RUN, SATURDAY, OCTOBER 16, 2021	**$900,000 Projected** **$250,000 Added** **400 YARDS**
SATURDAY **NOVEMBER 13, 2021**	**(57)**	**CORONA CHICK HANDICAP** TWO YEAR OLDS	**$25,000** **400 YARDS**
SUNDAY **NOVEMBER 14, 2021**	**(58)**	**Z WAYNE GRIFFIN DIRECTORS TRIAL** THREE YEAR OLDS AND UPWARD TRIALS FOR THE CHAMPION OF CHAMPIONS	**$15,000 per Trial** **400 YARDS**
SATURDAY **NOVEMBER 20, 2021**	**(59)**	**LAS DAMAS HANDICAP** FILLIES AND MARES THREE YEAR OLDS AND UPWARD	**$50,000** **400 YARDS**
SUNDAY **DECEMBER 5, 2021**	**(60)**	**SNOWBOUND SUPERSTAR HANDICAP** THREE YEAR OLDS AND UPWARD QUARTER HORSES AND THOROUGHBREDS	**$20,000** **870 YARDS**
SATURDAY **DECEMBER 11, 2021**	**(61)**	**PAUL B FORD MEMORIAL HANDICAP** THREE YEAR OLDS AND UPWARD	**$20,000** **550 YARDS**
SATURDAY **DECEMBER 11, 2021**	**(62)**	**CHAMPION OF CHAMPIONS** THREE YEAR OLDS AND UPWARD TRIALS TO BE RUN, SUNDAY, NOVEMBER 14, 2021	**$600,000** **440 YARDS**
SUNDAY **DECEMBER 12, 2021**	**(63)**	**LOS ALAMITOS 2 MILLION FUTURITY** TWO YEAR OLDS TRIALS TO BE RUN, SUNDAY, NOVEMBER 21, 2021	**$2,000,000 Projected** **$400,000 Added** **400 YARDS**
SATURDAY **DECEMBER 18, 2021**	**(64)**	**A RANSOM HANDICAP** THREE YEAR OLDS	**$25,000** **350 YARDS**
SATURDAY **DECEMBER 18, 2021**	**(65)**	**FIRST DOWN DASH HANDICAP** THREE YEAR OLDS AND UPWARD	**$25,000** **400 YARDS**
SUNDAY **DECEMBER 19, 2021**	**(66)**	**SOUTHERN CALIFORNIA DERBY** THREE YEAR OLDS TRIALS TO BE RUN, SUNDAY, NOVEMBER 28, 2021	**$200,000 Projected** **$35,000 Added** **400 YARDS**

2022 STAKES SCHEDULE

To Be Run	EVENT		Purse & Distance
SUNDAY **OCTOBER 30, 2022**	**(54)**	**GOLDEN STATE MILLION FUTURITY** TWO YEAR OLDS TRIALS TO BE RUN, SUNDAY, OCTOBER 9, 2022	**$1,000,000 Projected** **$100,000 Added** **400 YARDS**
SATURDAY **NOVEMBER 5, 2022**	**(55)**	**TOWN POLICY STAKES** THREE YEAR OLDS	**$25,000** **400 YARDS**
SATURDAY **NOVEMBER 5, 2022**	**(56)**	**LOS ALAMITOS SUPER DERBY** THREE YEAR OLDS TRIALS TO BE RUN, SATURDAY, OCTOBER 15, 2022	**$1,000,000 Projected** **$200,000 Added** **400 YARDS**
SATURDAY **NOVEMBER 12, 2022**	**(57)**	**CORONA CHICK HANDICAP** TWO YEAR OLDS	**$25,000** **400 YARDS**
SUNDAY **NOVEMBER 13, 2022**	**(58)**	**Z WAYNE GRIFFIN DIRECTORS TRIAL** THREE YEAR OLDS AND UPWARD TRIALS FOR THE CHAMPION OF CHAMPIONS	**$15,000 per Trial** **400 YARDS**
SUNDAY **NOVEMBER 20, 2022**	**(59)**	**LAS DAMAS HANDICAP** FILLIES AND MARES THREE YEAR OLDS AND UPWARD	**$50,000** **400 YARDS**
SUNDAY **DECEMBER 4, 2022**	**(60)**	**SNOWBOUND SUPERSTAR HANDICAP** THREE YEAR OLDS AND UPWARD QUARTER HORSES AND THOROUGHBREDS	**$20,000** **870 YARDS**
SATURDAY **DECEMBER 10, 2022**	**(61)**	**PAUL B FORD MEMORIAL HANDICAP** THREE YEAR OLDS AND UPWARD	**$20,000** **550 YARDS**
SUNDAY **DECEMBER 11, 2022**	**(62)**	**CHAMPION OF CHAMPIONS** THREE YEAR OLDS AND UPWARD TRIALS TO BE RUN, SUNDAY, NOVEMBER 13, 2022	**$600,000** **440 YARDS**
SATURDAY **DECEMBER 10, 2022**	**(63)**	**LOS ALAMITOS 2 MILLION FUTURITY** TWO YEAR OLDS TRIALS TO BE RUN, SATURDAY, NOVEMBER 19, 2022	**$1,800,000 Projected** **$350,000 Added** **400 YARDS**
SATURDAY **DECEMBER 17, 2022**	**(64)**	**A RANSOM HANDICAP** THREE YEAR OLDS	**$25,000** **350 YARDS**
SATURDAY **DECEMBER 17, 2022**	**(65)**	**FIRST DOWN DASH HANDICAP** THREE YEAR OLDS AND UPWARD	**$25,000** **400 YARDS**
SUNDAY **DECEMBER 18, 2022**	**(66)**	**SOUTHERN CALIFORNIA DERBY** THREE YEAR OLDS TRIALS TO BE RUN, SUNDAY, NOVEMBER 27, 2022	**$175,000 Projected** **$35,000 Added** **400 YARDS**

2023 Stakes Races Added:

SUNDAY **JANUARY 8, 2023**	**(3)**	**DASHINGLY** MARES, FOUR YEAR OLDS AND UPWARD **(CHARGER BAR PREFERRED)**	**$25,000** **350 YARDS**
SUNDAY **MARCH 12, 2023**	**(9)**	**VIRGINIA HYLAND STAKES** FILLIES/MARES THREE YEAR OLDS AND UPWARD	**$35,000** **350 YARDS**
SUNDAY **MARCH 19, 2023**	**(10)**	**MOONIST STAKES** THREE YEAR OLDS AND UPWARD	**$35,000** **400 YARDS**
SUNDAY **APRIL 9, 2023**	**(14)**	**DASHING FOLLY** FILLIES/MARES THREE YEAR OLDS AND UPWARD (NON WINNERS OF THE YEAR)	**$25,000** **350 YARDS**
SUNDAY **JUNE 11, 2023**	**(21)**	**ABIGAIL KAWANANAKOA** FILLIES AND MARES, THREE YEAR OLDS AND UPWARD	**$100,000** **400 YARDS**
SUNDAY **JUNE 11, 2023**	**(22)**	**CHECK HER TWICE** FILLIES/MARES THREE YEAR OLDS AND UPWARD	**$25,000** **350 YARDS**
SATURDAY **JUNE 17, 2023**	**(24)**	**FRED SCANE** TWO YEARS OLD	**$25,000** **350 YARDS**
SUNDAY **JUNE 25, 2023**	**(26)**	**1000 YARD CHAMPIONSHIP** THREE YEAR OLDS AND UPWARD QUARTER HORSES AND THOROUGHBREDS	**$50,000** **1000 YARDS**
SUNDAY **JUNE 25, 2023**	**(27)**	**1000 YARD FILLIES/MARES** THREE YEAR OLDS AND UPWARD QUARTER HORSES AND THOROUGHBREDS	**$30,000** **1000 YARDS**
SATURDAY **AUGUST 19, 2023**	**(47)**	**FLORENTINE** FILLIES/MARES THREE YEARS OLD AND UPWARD (WHICH HAVE NOT EARNED $25,000 IN 2022)	**$25,000** **350 YARDS**
SUNDAY **AUGUST 20, 2023**	**(48)**	**$12,500 CLAIMING FUTURITY** TWO YEAR OLDS TRAILS TO BE RUN, SUNDAY, JULY 30, 2023	**$70,000 Approximated** **$20,000 Added** **350 YARDS**

SUNDAY **SEPTEMBER 17, 2023**	**(52)**	**GO JOSIE GO** FILLIES/MARES THREE YEARS OLD AND UPWARD	**$25,000** **350 YARDS**
SATURDAY **OCTOBER 7, 2023**	**(57)**	**SOUND DASH** FILLIES/MARES THREE YEAR OLDS AND UPWARD	**$35,000** **350 YARDS**
SATURDAY **OCTOBER 21, 2023**	**(59)**	**OVERNIGHT HANDICAP** THREE YEAR OLDS AND UPWARD	**$25,000** **400 YARDS**
SUNDAY **OCTOBER 29, 2023**	**(61)**	**AH SIGH** TWO YEARS OLD (GOLDEN STATE MILLION PREFERRED)	**$30,000** **350 YARDS**
SATURDAY **NOVEMBER 4, 2023**	**(63)**	**JUSTANOLD LOVE** FILLIES THREE YEAR OLDS	**$25,000** **350 YARDS**
SATURDAY **NOVEMBER 18, 2023**	**(68)**	**LAS CHIQUITAS** FILLIES THREE YEAR OLDS	**$20,000** **350 YARDS**
		TRAILS TO BE RUN SATURDAY, SEPTEMBER 28, 2023	
SUNDAY **DECEMBER 3, 2023**	**(69)**	**1000 YARD CHAMPIONSHIP** THREE YEAR OLDS AND UPWARD QUARTER HORSES AND THOROUGHBREDS	**$50,000** **1000 YARDS**
SUNDAY **DECEMBER 3, 2023**	**(70)**	**1000 YARD FILLIES** THREE YEAR OLDS AND UPWARD QUARTER HORSES AND THOROUGHBREDS **3**	**$30,000** **1000 YARDS**
SUNDAY **DECEMBER 3, 2023**	**(71)**	**1000 YARD STAKES (11-20)** THREE YEAR OLDS AND UPWARD QUARTER HORSES AND THOROUGHBREDS	**$30,000** **1000 YARDS**
SUNDAY **DECEMBER 10, 2023**	**(74)**	**LOS ALAMITOS 2 MILLION JUVENILE** TWO YEARS OLD (LOS ALAMITOS 2 MILLION TRIAL ENTRANTS PREFERRED)	**$50,000** **350 YARDS**

2023 Stakes Purse Changes:

	2022 Amount	2023 Amount
James S Smith Memorial	$20,000	$25,000
La Pacifica Handicap	$30,000	$35,000
Dillingham Handicap	$25,000	$35,000
Sgt Pepper Feature	$25,000	$35,000
Blane Schvaneveldt	$25,000	$35,000
Z Wayne Griffin Directors Trial	$15,000	$20,000
Las Damas Handicap	$50,000	$75,000
Champion of Champions	$600,000	$750,000
First Down Dash	$25,000	$40,000

2022 Stakes not on the 2023 Stakes Schedule – due to lack of entries:

January 9, 2022 Barbara B Handicap

April 16, 2022 Wheatland Handicap

June 18, 2022 Ivan Ashment Handicap

July 30, 2022 California Breeders 550 Stakes

July 30, 2022 Sign of Lanty Handicap

August 20, 2022 Pat Hyland Memorial Handicap

August 27, 2022 Truly a Pleasure Handicap

September 3, 2022 The Plan Overnight Handicap

September 4, 2022 He Flys Overnight Handicap

October 8, 2022 Autumn Handicap

October 22, 2022 John Ward Overnight Handicap

December 4, 2022 Snowbound Superstar Handicap

December 10, 2022 Paul B Ford Memorial Handicap

Los Alamitos Quarter Horse Racing Association – 2023 Race Meet Application

Item #3.F. List all post times for the daily racing program.

Race	Saturday	Sunday
1	6:00	5:00
2	6:28	5:28
3	6:56	5:56
4	7:24	6:24
5	7:52	6:52
6	8:20	7:20
7	8:48	7:48
8	9:16	8:16
9	9:44	8:44
10	10:12	9:12
11	10:40	9:40
12	11:08	10:08
13	11:36	10:36
14		11:04
15		11:32

C. CORPORATION

1. Registered name of the corporation: Horsemen's Quarter Horse Racing Association, dba Los Alamitos Quarter Horse Racing Association
2. State where incorporated: California
3. Registry or file number for the corporation: C0618259
4. Names of all officers and directors, titles, and the number of shares of the corporation held by each: Edward C. Allred - Chairman/Director, Cathy Monji - President/Director, Richard M. English - Chief Financial Officer/Director, John Seibly - Vice President/Director, G. Michael Lyon - Secretary, Anthony Zidich - Director, George Pardon - Director
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: Quarter Horse Racing, Inc. 100%
6. Number of outstanding shares in the corporation: 0
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: Wagner, Kirkman, and Blaine
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.
   Quarter Horse Racing, Inc.
   a. Is parent and/or paired corporation or entity a publicly traded or privately held company that guarantees the obligation of the applicant? Yes ☐ No☒
      If no, proceed to section F. If yes, answer questions 10 through 17, below.
10. Registered name of the corporation:
11. State where incorporated:
12. Registry or file number for the corporation:
13. Names of all officers and directors, titles, and the number of shares of the corporation held by each:
14. Names (true names) of all persons, other than the officers and directors listed above, that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each:
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: See attachment
2. Name and title of the person(s) authorized to receive notices on behalf of the association

LAQHRA Management and Staff

Edward C. Allred	Chairman
Cathy Monji	President/Director
Richard M. English	Chief Financial Officer
Robert Snyder	Controller
Frank Sherren	Plant Superintendent
Cathy Monji	Director of Security
Bob Hurd	Director of Operations
John Ferrero	Director of Mutuels
Michael Wrona	Track Announcer
Rick Arthur, DVM	Equine Veterinary and Integrity Consultant
Tom Blake	Equine & Rider Safety Enhancement Consultant
John Ferrero	Director Simulcasting
Patricia Secrist	Director of Nominations
Dawn Jackson	Paymaster of Purses
Ken Walker	Director of Labor Relations

and the mailing and email address of such person(s): Cathy Monji, President, 4961 Katella Avenue, Los Alamitos, CA 90720; email cmonji@losalamitos.com

5. TAKE OUT PERCENTAGE

A. If this is a Thoroughbred race meeting, will the percentage deducted for any type of wager be adjusted pursuant to Business and Professions Code section 19601.01?

Yes ☐ No ☐

If no, proceed to subsection 6. If yes, identify the wager and the proposed takeout percentage.

Wager(s) to be adjusted:

Proposed percentage: %

1. Attach copy of written notice requesting the proposed takeout adjustment, the proposed percentage, and the wager(s) affected. The notice must include the written agreement of the Thoroughbred association and the horsemen's organization for the meeting of the Thoroughbred association accepting the wager.

NOTICE TO APPLICANT: Pursuant to Business and Professions Code section 19601.01, notwithstanding any other provision of law, a Thoroughbred association or fair, upon the filing of a written notice with, and approval by, the Board specifying the percentage to be deducted, may deduct from the total amount handled in the pari-mutuel pool for any type of wager an amount of not less than ten (10) percent nor more than twenty-five (25) percent. The written notice shall include the written agreement of the Thoroughbred association or fair and the horsemen's organization for the meeting of the Thoroughbred association or fair accepting the wager. The established percentage to be deducted shall remain in effect until the filing of a subsequent notice with, and approval by, the Board, unless otherwise specified in the notice.

6. HANDLE HISTORY

A. Complete the table below, providing the last five (5) years of handle and attendance for your racing association. If your association has been operating for fewer than five years, provide information for the period of time it has been in operation. If the racing association has changed ownership, include the handle information for the previous racing association.

Year	Handle	Attendance
2021	265,111,744	147,051
2020	292,096,966	102,393
2019	228,734,042	366,527
2018	258,670,181	381,903
2017	238,700,510	379,922

7. PURSE PROGRAM (excluding supplements, nominations, sponsorships, and starter fees):

A. Purse distribution:

1. All races other than stakes:
   Current meet estimate: 2023 $10,200,000
   Prior meet actual: 2022 $10,137,940

   Average Daily Purse (7A1 ÷ number of days):
   Current meet estimate: 2023 $102,000
   Prior meet actual: 2022 $101,379

2. Overnight stakes:
   Current meet estimate: N/A

Prior meet actual: N/A

Average Daily Purse (7A2 ÷ number of days):
Current meet estimate: N/A
Prior meet actual: N/A

3. Non-overnight stakes:
Current meet estimate: 2023 $4,017,500
Prior meet actual: 2022 $3,350,000

Average Daily Purse (7A3 ÷ number of days):
Current meet estimate: 2023 $40,175
Prior meet actual: 2022 $33,500

4. Total Purses: (7A1 + 7A2 + 7A3)
Current meet estimate: 2023 $14,217,500
Prior meet actual: 2022 $13,487,940

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: 2023 5%
Prior meet actual: 2022 5%

Average Daily Purse (7B1 ÷ number of days):
Current meet estimate: 2023 .05%
Prior meet actual: 2022 .05%

C. Funds to be generated for all California-bred incentive awards (including breeder awards and owners' premiums):
Current meet estimate: 2023 $463,000
Prior meet actual: 2022 $462,499

D. Payment to each recognized horsemen's organization contracting with the association and the name(s) of the organization(s): Pacific Coast Quarter Horse Racing Association

Recognized Horsemen's Organization

Current meet estimate:		Prior meet actual:	
2023	Click or tap here to enter text.		2022
Total:	$403,000	Total:	$402,457

E. Amount from all sources to be distributed in the form of purses or other benefits to horsemen (7A + 7C + 7D):
Current meet estimate: 2023 $15,083,500
Prior meet actual: 2022 $14,352,896

Average Daily Purse (7E ÷ number of days):

Current meet estimate: 2023 $150,835
Prior meet actual: 2022 $143,529

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: 2023 $12,250,000
Prior meet actual: 2022 $12,150,821

Average Daily Purse (7F ÷ number of days):
Current meet estimate: 2023 $122,500
Prior meet actual: 2022 $121,508

G. Purse funds to be generated from interstate handle:
Current meet estimate: 2023 $1,500,000
Prior meet actual: 2022 $1,431,039

Average Daily Purse (7G ÷ number of days):
Current meet estimate: 2023 $15,000
Prior meet actual: 2022 $14,310

H. Bank and account number for the Paymaster of Purses' purse account: On File

I. Name, address, email, and telephone number of the pari-mutuel audit firm engaged for the meeting: Robert Passero, 230 Old Ranch Rd., Seal Beach, CA 90740

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: 1100

B. Minimum number of stalls believed necessary for the meeting: 1100

C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers: N/A

D. Name and location of each off-site auxiliary stabling area and the number of stalls to be maintained at each site: N/A

E. Attach each contract or agreement between the association and the person(s) furnishing off-site stabling accommodations for eligible racehorses that cannot be provided stabling on-site.

Complete subsections F. through H. if the association will request reimbursement for off-site stabling as provided by Business and Professions Code sections 19607, 19607.1, 19607.2, and 19607.3. Otherwise, proceed to section 9.

F. Total number of usable stalls made available on-site for the **1986** meeting, pursuant to Business and Professions Code section 19535(c): N/A

G. State estimated cost to provide off-site stalls for this meeting. Show cost per day per stall. N/A

H. State estimated cost to provide vanning from off-site stalls for this meeting. Show fees to be paid for vanning per-horse. N/A

9. EQUINE EMERGENCY SERVICES

A. Name and emergency telephone number of the racing veterinarian on-site during training hours, workouts, and racing for the association and auxiliary sites: Rick Overly, CEO of Equine Sports Medicine, Ph (714) 527-2341, and his staff of veterinarians are on call 24/7 to handle any issues during training hours, workouts and racing. There is a rotation of private Veterinarians on site during all training hours.

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	See attachment	See attachment
Race #2	Click or tap here to enter text.	Click or tap here to enter text.
Race #3	Click or tap here to enter text.	Click or tap here to enter text.
Race #4	Click or tap here to enter text.	Click or tap here to enter text.
Race #5	Click or tap here to enter text.	Click or tap here to enter text.
Race #6	Click or tap here to enter text.	Click or tap here to enter text.
Race #7	Click or tap here to enter text.	Click or tap here to enter text.

Los Alamitos Quarter Horse Racing Association – 2023 Race Meet Attachment

10.

A. 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
Race #1 $1E, $1DD, $1PNP4, $1TRI, $1SF, $1PPN	CHRB #1959, 1957, 1976.9, 1979, 1979.1,1976.8
Race #2 $1E, $1PK3, $1TRI, $1SF	CHRB #1959, 1977, 1979, 1979.1
Race #3 $1E, $1PK3, $1TRI, $1SF	CHRB #1959, 1977, 1979, 1979.1
Race #4 $1E, $1PK3, $1TRI, $1SF, $1DD	CHRB #1959, 1977, 1979, 1979.1, 1957
Race #5 $1E, $1PK3, $1TRI, $1SF, $1PNP6, $1DD	CHRB #1959, 1977, 1979, 1979.1, 1976.9, 1957
Race #6 $1E, $1PK3, $1TRI, $1SF	CHRB #1959, 1977, 1979, 1979.1
Race #7 $1E, $1PK3, $1TRI, $1SF	CHRB #1959, 1977, 1979, 1979.1
Race #8 $1E, $1PK3, $1TRI, $1SF	CHRB #1959, 1977, 1979, 1979.1
Race #9 $1E, $1PK3, $1TRI, $1SF	CHRB #1959, 1977, 1979, 1979.1
Race #10 $1E, $1PK3, $1TRI, $1SF	CHRB #1959, 1977, 1979, 1979.1
Race #11 $1E, $1PK3, $1TRI, $1SF	CHRB #1959, 1977, 1979, 1979.1
Race #12 $1E, $1PK3, $1TRI, $1SF, $1PNP4	CHRB #1959, 1977, 1979, 1979.1, 1976.9
Race #13 $1E, $1PK3, $1TRI, $1SF	CHRB #1959, 1977, 1979, 1979.1
Race #14 $1E, $1TRI, $1SF, $1DD	CHRB #1959, 1979, 1979.1, 1957
Race #15 $1E, $1TRI, $1SF	CHRB #1959, 1979, 1979.1

1. Late daily double will always occur in the last two races of the race card.
2. If there are not enough horses carded in a race to offer a trifecta, we will offer a $1 quinella, CHRB 1958.
3. Late pick four will always be offered on the last four races of the race card, CHRB 1976.9.
4. Rolling pick three begins in the second race of each card and continues through the 3rd to last race of the card.
5. If a field should only have 5 betting interests, LAQHRA requests administrative authority to cancel show wagering when necessary.
6. If running 12 or more races, LAQHRA ruquests administrative authority to add an additional pick four.
7. Pick four rule – 1976.9 – 100% Major pool, Daily payout.
8. Pick Six rule – 1976.9 – 70% Major, Mandatory payout closing day.

Race #8	Click or tap here to enter text.	Click or tap here to enter text.
Race #9	Click or tap here to enter text.	Click or tap here to enter text.
Race #10	Click or tap here to enter text.	Click or tap here to enter text.
Race #11	Click or tap here to enter text.	Click or tap here to enter text.
Race #12	Click or tap here to enter text.	Click or tap here to enter text.
Race #13	Click or tap here to enter text.	Click or tap here to enter text.

B. Identify any wagers noted in 10.A. (the current pari-mutuel wagering program) that were not in the prior year's pari-mutuel program or that are not being carried forward from the previous year's pari-mutuel wagering program. N/A

C. Maximum carryover pool to be allowed to accumulate before its distribution **OR** the date(s) designated for distribution of the carryover pool: December 17, 2023

D. List any options requested with regard to exotic wagering. N/A

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. Saturday and Sunday at 9:30am.

F. Type(s) of pari-mutuel or totalizator equipment to be used by the association and the simulcast organization, name of the person(s) supplying equipment, and expiration date of the service contract: Amtote International, Jeff True, contract expires 8/14/2025

G. List below the takeout percentage for each type of wager identified in 10.A.

	TAKEOUT PERCENTAGE (Example) PNP5-14%
Race #1	Win, Place, Show - 17.63%
Race #2	All others - 22.88%
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. TVG, Game Play Network, NYRA Bets, Twin Spires, Watch and Wager, Xpressbet, Lien Games.

B. Attach a copy of the agreement/contract with each ADW provider to be used for this race meeting.

C. Have the agreements/contracts been approved by the respective horsemen's groups?
Yes ☒ No ☐
If yes, attach a copy of the approval. If no, explain the status of the approval.

NOTICE TO APPLICANT: Pursuant to Business and Professions Code section 19604, ADW providers may accept wagers on races conducted in California from a resident of California if : 1) the ADW provider is licensed by the Board; 2) a written agreement allowing those wagers exists with the racing association or fair conducting the races on which the wagers are made; 3) the agreement shall have been approved in writing by the horsemen's organization responsible for negotiating purse agreements for the breed on which the wagers are made. ADW providers may accept wagers on races conducted outside of California from a resident of California if: 1) the ADW provider is licensed by the Board; 2) there is a hub agreement between the ADW provider and one or both of (i) one or more racing associations or fairs that together conduct no fewer than five weeks of live racing on the breed on which wagering is conducted during the calendar year during which the wagers are placed and (ii) the horsemen's organization responsible for negotiating purse agreements for the breed on which wagering is conducted.

12. SIMULCAST WAGERING PROGRAM

A. Simulcast organization engaged by the association to conduct simulcast wagering: Southern California Off-Track Wagering, Inc.

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: Alameda County Fair - Pleasanton; Sonoma County Fair - Santa Rosa; The Jockey Club at San Mateo; Big Fresno Fair - Fresno; California State Fair & Expo - Sacramento; Club One - Fresno; Golden Gate Fields - Albany; Solano County Fair - Vallejo; Monterey County Fair - Monterey; San Joaquin County Fair - Stockton; Santa Clara County Fair - San Jose; Ferndale; Surfside Race Place - Del Mar; Ventura County Fair - Ventura; San Bernardino County Fair - Victorville; Viejas Casino & Turf Club - Alpine; Del Mar Thoroughbred Club - Del Mar; Hollywood Park Casino - Inglewood; Cabazon Fantasy Springs Resort - Indio; The Farmers Fair - Perris; Antelope Valley Fair - Lancaster; Pechanga Casino - Temecula; National Orange Show - San Bernardino; Fairplex Park - Pomona; Santa Anita - Arcadia

D. Out-of-state wagering systems the association proposes to offer its live audiovisual signal: Mexico (including Agua Caliente and related books, Juarez and related books, and Hipodromo de las Americas and related books); Australia and New Zealand (TabCorp and Ubet).

E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the association: See attachment.

F. California minisatellite wagering facilities the association proposes to offer its live audiovisual signal: Commerce Casino - Commerce; Tilted Kilt - Thousand Oaks; OC Tavern - San Clemente; Lake Elsinore Hotel and Casino; Sports Grill & Turf Club - Norco; Santa Clarita Lanes; Sammy's - Lake Forrest; Firehouse Restaurant - Bakersfield; Glen Arden - Glendale

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

Pacific Coast Quarter Horse Racing Association

September 16, 2022

Patricia Secrist, Nominations/Simulcasting Admin
Los Alamitos Quarter Horse Racing Ass'n
4961 Katella Avenue
Los Alamitos, CA. 90720

Dear Patricia,

This letter will constitute consent request to approve the full card of simulcasting races from Los Alamitos Race Course under the Federal Interstate Horse Racing Act to the Hub NYRA Bets, NY and Los Alamitos Race Course, with a Hub fee of 5.0%

Out of State Satellite Location	Contracted Fee (% of gross handle)
NYRA Bets, NY	5.0%

The term of this Hub Agreement shall be for the 2022 meet through the 2024 meet.

Sincerely,

Dino Perez
PCQHRA



Pacific Coast Quarter Horse Racing Association

John Hindman
TVG
6701 Center Drive West
Suite 160
Los Angeles, CA 90045

September 25, 2019

Dear Mr. Hindman,

Pacific Coast Quarter Horse Racing Association approves the full card simulcasting of races from Los Alamitos Race Course under the Federal Interstate Horse Racing Act to the hub in Oregon operated by TVG pursuant to the terms of the agreement between O.D.S. Technologies, L.P. d/b/a TVG and Los Alamitos Race Course.

Sincerely,

Dino Perez
Business Manager

Pacific Coast Quarter Horse Racing Association

November 24, 2020

Patricia Secrist, Nominations/Simulcasting Admin
Los Alamitos Quarter Horse Racing Ass'n
4961 Katella Avenue
Los Alamitos, CA. 90720

Dear Patricia,

This letter will constitute a consent request for Los Alamitos Quarter Horse Racing to export the satellite signal for the quarter horse race meeting to the following locations:

	CHURCHILL GUESTS EXP	
a.	CANTERBURY PARK	4%
b.	INDIANA/OTB	4%
c.	FAIR GROUNDS/OTBS	4%
d.	KENTUCKY TRACKS/OTBS	4%
e.	TWINSSPIRES/COMS	6.5 %
f.	CODERE-PANAMA	4%
g.	HARRAS LOUISIANA DOWNS	4%
h.	HOOSIER/OTBS	4%
i.	MIAMI VALLEY	4%
j.	OAK GROVE RACING	4%
k.	OAKLAWN	4%
l.	TURFWAY	4%

This letter also constitutes a consent request to approve the full card of simulcasting of races from Los Alamitos Race Course under the Federal Interstate Horse Racing Act to the hub in Oregon operated by TwinSpires, pursuant to the terms of the Simulcast/Hub agreement between TwinSpires and Los Alamitos Race Course, with a Hub fee of 6.25%.

This agreement shall be effective as of January 1, 2021 and shall be an open-ended agreement with no expiration date. Furthermore, this agreement shall remain in effect until either party terminates per section 16 of this agreement.

Sincerely,

Dino Perez
PCQHRA

Pacific Coast Quarter Horse Racing Association

September 9, 2022

Patricia Secrist, Nominations/Simulcasting Admin
Los Alamitos Quarter Horse Racing Ass'n
4961 Katella Avenue
Los Alamitos, CA. 90720

Dear Patricia,

This letter constitutes a consent request to approve the full card of simulcasting races from Los Alamitos Race Course under the Federal Interstate Horse Racing Act to the hub Xpressbet, LLC. and Los Alamitos Race Course, with a Hub fee of 5.5%.

Out of State Satellite Location	Contracted Fee (% of gross handle)
Xpressbet, LLC Hub Agreement	5.5%

The term of this Hub Agreement shall be for the 2022 meet through the 2024 meet.

Sincerely,

Dino Perez
PCQHRA

P.O. Box 919, Los Alamitos, CA 90720 • phone (714) 236-1755 • fax (714) 236-1761 • e-mail: office@PCQHRA.com • www.pcqhra.com

Pacific Coast Quarter Horse Racing Association

September 26, 2022

Patricia Secrist, Nominations/Simulcasting Admin
Los Alamitos Quarter Horse Racing Ass'n
4961 Katella Avenue
Los Alamitos, CA. 90720

Dear Patricia,

This letter will constitute consent request to approve the full card of simulcasting races from Los Alamitos Race Course under the Federal Interstate Horse Racing Act to the Hub Game Play Network and Los Alamitos Race Course, with a Hub fee of 6.0%

Out of State Satellite Location	Contracted Fee (% of gross handle)
Game Play Network Hub Agreement	6 %

The term of this Hub Agreement shall be for the 2022-2024 Quarter Horse Race meet.

Sincerely,

Dino Perez
PCQHRA

Pacific Coast Quarter Horse Racing Association

September 29, 2022

Patricia Secrist, Nominations/Simulcasting Admin
Los Alamitos Quarter Horse Racing Ass'n
4961 Katella Avenue
Los Alamitos, CA. 90720

Dear Patricia,

This letter will constitute consent by Pacific Coast Quarter Horse Racing Association for Los Alamitos Race Course to export the satellite signal for the 2023 LAQHRA Quarter Horse race meeting to the following locations:

Out of State Satellite Location	Contracted Fee (% of gross handle)
Lien Games LLC, ND ADW	6.5%

This consent is granted with the understanding that the out-of-state/country location(s) listed above will pay monies due as a result of the accompanying contracted fees (expressed as a percentage of the gross handle wagered at the locations listed above on all races simulcast from Los Alamitos Race Course) to L.A.Q.H.R.A., and that an amount equal to one-half of the monies due from the aforestated fees will be deposited in the Quarter Horse Earned Purse Account at Los Alamitos Race Course. This consent is granted through the conclusion of the 2023 LAQHRA meet on Sunday, Dec 17, 2023.

Sincerely,

Dino Perez
PCQHRA

Pacific Coast Quarter Horse Racing Association

September 29, 2022

Patricia Secrist, Nominations/Simulcasting Admin
Los Alamitos Quarter Horse Racing Ass'n
4961 Katella Avenue
Los Alamitos, CA. 90720

Dear Patricia,

This letter will constitute consent by Pacific Coast Quarter Horse Racing Association for Los Alamitos Race Course to export the satellite signal for the 2023 LAQHRA Quarter Horse race meeting to the following locations:

Out of State Satellite Location	Contracted Fee (% of gross handle)
WatchAndWager, LLC, KY	EOT 4.5% WNW 6.5%

This consent is granted with the understanding that the out-of-state/country location(s) listed above will pay monies due as a result of the accompanying contracted fees (expressed as a percentage of the gross handle wagered at the locations listed above on all races simulcast from Los Alamitos Race Course) to L.A.Q.H.R.A., and that an amount equal to one-half of the monies due from the aforestated fees will be deposited in the Quarter Horse Earned Purse Account at Los Alamitos Race Course. This consent is granted through the conclusion of the 2023 LAQHRA meet on Sunday, Dec 17, 2023.

Sincerely,

Dino Perez
PCQHRA

Out of State - combined pools

AmWest Accounts
Arapahoe-Mile High
Assiniboia Downs
BetMGM NYRABets OR
Blue Ribbon Downs
Bordertown
Canterbury Night
Capital District OTB
Casino Association
Catskill IAW
Catskills OTB
Century Downs on-track
Cheyenne Plaza
Choctaw Casino- Pocola
Connecticut OTB
Connecticut OTB Acct Wagering
CW Technologies US
Day at the Track
Dayton
Delta Downs
Downs @ Albuquerque
EBet Online
Egg Harbor Turf Club
Elbow River OTB
Elite Turf Club 10
Elite Turf Club 12
Elite Turf Club 17
Elite Turf Club 18
Elite Turf Club 19
Elite Turf Club 2
Elite Turf Club 20
Elite Turf Club 21
Elite Turf Club 23
Elite Turf Club 26
Elite Turf Club 4
Elite Turf Club 9
Emerald Downs
Fairgrounds
FanDuel Group 2
FanDuel Group 3
Favorites at Gloucester
Favorites at Toms River
Favorites at Woodbridge
Fort Erie
Fraser Downs
Freehold
Georgian Downs

Out of State - combined pools

Global Wagering Group
Grand River Raceway
Greenetrack
Gulf Greyhound
GWS Bet365
GWS German Tote
Hanover Raceway
Hastings Park
Hawthorne Account Wagering
Hiawatha Horse Park
Hoosier Park
Idabet.com/eBet
Illinois
Indiana Downs
Intl Betting Assoc
Kentucky OTB
Lien Games
Lone Star
Magna Bet
Maryland Jockey
Meadowlands
Nassau Internet Wagering
Nassau Regional OTB
Nevada
Nevada Indian Casinos
NJ ADW-Mobile
Northfield
NYRA Bets IL
NYRAbets
NYRABets National 1
NYRABets National 2
Oaklawn Park ADW
OffTrackbetting.com
Oregon Off-Tracks
Palace Casino
Panama
Penn Accounts xPA Group
Philadelphia Park
Picov Downs
Plainridge
Player Management Group
Player Management Group B
Player Management Group C
Player Management Group J
Player Management Group V
PlayUp Rush LGR
Pony Bar St.Thomas
Prairie Meadows

Out of State - combined pools

Premier Gateway International
Premier Turf Club
Racebets
Remington Park
Retama
RGS
RGS Group 1
Rideau Carleton Raceway
Rocky Mountain Turf Club
Running Aces Harness Park
Sam Houston
Saratoga Harness Raceway
SaratogaBets
Scioto Downs
Seabrook Greyhound
Seabrook Greyhound Phonebet
Southland
Sudbury Downs
Suffolk District OTB
The Track on 2
Tom's Bar Portland
Truro Raceway
Turf Paradise
TVG Arizona
TVG Group 3
TVG Group 5
TVG Group 6
TVG Group 7
TVG Group 9
TVG Massachusetts
TVG/Prairie Meadows Account Wa
Twinspires - Keeneland Select
Twinspires Mountain View
TWS-L White Label
US Offtrack
Western Fair Raceway
WinnaVegas Casino
Woodbine
WY Downs Evanston OTB
Wyoming Horse Racing LLC
X The Spot OTB LGR
Xpressbet Maryland
Xpressbet Southern Alberta
Yavapai Downs
Zia Park

Mini - Satellites

Commerce Casino
OC Tavern
Santa Clarita Lanes
Sammy's Restaurant and Bar
Tilted Kilt 1000 Oaks
Glen Arden
Firehouse Restaurant-Bakersfie
Lake Elsinore Hotel
Sports Grill & Turf Club Norco

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.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	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

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races
See Attachment	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

I. For **STANDARDBRED** racing associations, list the host tracks from which the association proposes to import out-of-state and/or out-of-country harness races. Include the dates imported races will be held, and indicate whether a full card will be accepted. If the full card will not be imported, state "selected feature and/or stakes races".

HARNESS SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races
See Attachment		

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
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

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).

ITEM 12H:

QUARTER HORSE SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Race Dates	Full Card/Selected Feature/Stakes Races
Delta Downs	April –July	Selected races
Sam Houston	April-May	Selected races
Prairie Meadows	August-October	Selected races
Remington Park	March-June	Selected races
Ruidoso Downs	June-September	Selected races
September 5, 6	All American Gold Cup, Derby and Futurity	
Fair Grounds	TBA	Selected races
Fair Meadows/Tulsa	TBA	Selected races
Evangeline Downs	September-December	Selected races
Lone Star Park	September-November	Selected races
Canterbury Park	TBA	Selected races
Indiana Downs	TBA	Selected races
Emerald Downs	August	Selected races
Albuquerque	June-October	Selected races
Century Mile	September-October	Selected races
Portland Meadows	TBA	Selected races
Zia Park	TBA	Selected races
Retama Park	July-September	Selected races

ITEM 12I:

HARNESS SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Race Dates	Full Card/Selected Feature/Stakes Races
Western Fair Raceway	January-November	Selected races
Fraser Park	January-December	Selected races
Miami Valley	January-March	Selected races
Northfield Park	January-December	Selected races
Flamboro Downs	January-December	Selected races
Pompano Park	January-December	Selected races
Rideau Carlton Raceway	February-December	Selected races
Rosecroft	March-November	Selected races
Pocono Downs	March-October	Selected races
Running Aces	May-September	Selected races
Meadowlands	May-November	Selected races
Hawthorne	May-September	Selected races
Mohawk	June-October	Selected races
Vernon Downs	August-September	Selected races
Hoosier Park	August-September	Selected races
Red Mile Raceway	September	Selected races
Daytona	September	Selected races
Charlottetown	August	Selected races
Yonkers Raceway	June-December	Selected races

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: Los Alamitos Quarter Horse Charity Foundation, 4961 Katella Ave., Los Alamitos, CA 90720

B. Names and addresses of the trustees or directors of the distributing agent: Robert Main, 4961 Katella Ave., Los Alamitos, CA 90720; Althea Miller 4961 Katella Ave., Los Alamitos, CA 90720; Charles Brain, 4961 Katella Ave., Los Alamitos, CA 90720

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)	Becky Fitzgerald, DVM
Clerk of Scales	Natividad Estrada
Clerk of the Course	
Film Specialist	Stewards
Horse Identifier	Ralph Seville
Horseshoe Inspector	Brian Griffin
Paddock Judge	Thomas Bazley
Patrol Judges	Louie Cacioppo
Placing Judges	Jordan Castaneda, Daniel Villalba
Starter	Gary Brinson
Timer	Jordan Castaneda

B. Management officials in the racing department:

Director of Racing	Scott Craigmyle
Racing Secretary	Scott Craigmyle
Assistant Racing Secretary	Jordan Castaneda
Paymaster of Purses	Dawn Jackson
Others (identify by name and title)	Assistant Director of Racing - Natividad Estrada

C. Name, address, email, and telephone number of the reporter employed to record and prepare transcripts of hearings conducted by the stewards: Barbara Weinstein, 9582 Hamilton Ave, STE 265, Huntington Beach, CA 92646, (714) 964-7102

D. Photographic device to be used for photographing the finish of all races, name of the person supplying the service, and expiration date of the service contract: Plusmic Corporation USA - Bill O'Brien, 12/31/24

E. Indicate photo patrol video equipment to be used to record all races, name of the person supplying the service, and expiration date of the service contract. Specify the number and location of cameras for dirt and turf tracks. Pegasus Communications, Jim Porep, 5/6/23, see attachment.

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 Communications, Jim Porep, 5/6/23

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. Cathy Monji - Director of Security, (714) 820-2810, see attachment.

B. Estimated number of security guards, gatemen, patrolmen, or others to be engaged in security tasks on a regular full-time basis: 23

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. N/A
   b. Number of security guards in the detention stall area during a 24-hour period: N/A
   c. Describe number and location of surveillance cameras in detention stall area. N/A

3. TCO2 Testing:

   a. Number of races to be tested, and number of horses entered in each race to be tested: N/A
   b. Plan for enhanced surveillance for trainers with high-test results: N/A
   c. Plan for detention stalls for repeat offenders: N/A
   d. Number of security personnel assigned to the TCO2 program: N/A

C. Describe the electronic security system.

PEGASUS COMMUNICATIONS
16633 Ventura Blvd, Suite 1010, Encino, CA 91430
818-907-1900 Fax 818-907-1930

September 20, 2021

Frank

As requested this is the updated major video equipment list we have in service to Los Alamitos. Please let me know if you need anything further,

Julie Scanlon, GM
909.227.5762
julie@pci.tv
16633 Ventura Blvd, Suite 1010
Encino, CA 91436

1ea. HD graphics systems with Pegasus Datalink interface software
2ea. Sony 2 Mix Effects Switchers
1ea. ZPlay HD video recorder slow motion playback
1ea. 3Play HD video recorder slow motion playback
1ea. Expanded audio mixing board, digital 48 input, four stage box stations
1ea. Expanded video router, 200 x 200 i/o

1 HD Pan camera one
1 HD Pan camera two
1 HD 7/8 tower camera
1 HD 3/8 tower camera
1 HD Wireless gate camera system
1 HD shutter camera, finish line slow motion
1 HD jib mount winner's circle/finish line camera
1 HD TVG Set camera
1 HD Pan camera three isolation, cover shot (TB meets)
1 HD 1/4 camera (TB meet tower)
1 HD Robotic pole mounted camera

Available as additional option
Overhead gate robotic camera
Drone, FAA certified pilot
Cable camera - paddock, rail cam, other

Organizational Chart

LOS ALAMITOS RACE COURSE

SECURITY DEPARTMENT

DIRECTOR OF SECURITY	CATHY MONJI	OFFICE	(714) 820-2810
		CELL	(949) 355-2203
SERGEANT-DAY SHIFT	FRANK WOZNIAK	OFFICE	(714) 820-2661
		CELL	(562) 275-5373
LIEUTENANT-NIGHT SHIFT	LUIS RIVAS	OFFICE	(714) 820-2663
		CELL	(626) 675-3663
SERGEANT-DAY STABLE	FERNANDO GOMEZ	OFFICE	(714) 820-2830
		CELL	(951) 768-7094
SERGEANT-NIGHT STABLE	JOSE ALVAREZ	CELL	(714) 495-0954
DAY SHIFT SECURITY OFFICERS	LUIS RIVAS, JR.	DESK/DISPATCH	
	GUILLERMO CHAVEZ	MAINLINE	
	JOSE MURILLO	CLUBHOUSE	
	BUNTHOEUN SOS	MEZZ	
NIGHT SHIFT OFFICERS	JACKIE DIXON	MAINLINE	
	HENRY CHAMBERS	PADDOCK	
	ALEX PACHECO		
STABLE AREA OFFICERS	JORGE AVINA	NIGHT STABLE	
	CESAR FRANCO	GRAVEYARD	
	JOSE ALVAREZ	SPLIT SHIFT	
OFF HOUR OFFICERS	KENNETH GRANT	GRAVEYARD	
STABLE GATE	APRIL DUDONE	SWING GATE	
	RONNIE WHITE	DAY WEST GATE	
	CHERI WILLETT	SPLIT SHIFT	
	GREICY QUEVEDO	NIGHT WEST GATE	
	SHARRIL JANISKY	GRAVEYARD GATE	
	MARCO AVINA	DAY GATE	
	BENJAMIN GARCIA	MAIN GATE	

1. Location and number of video surveillance cameras for the detention stall and stable gate: 5 cameras in the Test Barn area and 4 cameras at the stable gate provide 24 hour surveillance.

D. For night racing associations: Describe emergency lighting system. See attachment.

16. EMERGENCY SERVICES

A. Name, address, and emergency telephone number of the ambulance service to be used during workouts and during racing: Huntington Ambulance, PO Box 145, Sunset Beach, CA 90742, (562) 904-1550, cell (714) 325-0363 Stacey O'Brien

1. Attach a certification from the ambulance service(s) listed in 16.A. certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.

B. Name, address, and emergency telephone number of the ambulance service to be used during workouts at auxiliary sites: N/A

1. Attach a certification from the ambulance service(s) listed in 16.B. certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.

C. Describe the on-track first aid facility, including equipment and medical staffing. Ambulance EMTs and equipment are on track and available.

D. Name and emergency telephone number of the licensed physician on duty during the race meeting:
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): Los Alamitos Medical Center, 3751 Katella Ave., Los Alamitos, CA, (562) 799-3212; West Anaheim Medical Center, 3033 West Orange Ave., Anaheim CA 92804, (714) 827-3000; In case of a major accident/head injury (as determined by the Paramedics) they are routed to: Long Beach Memorial, 2801 Atlantic Ave, Long Beach, CA 90802, (562) 933-2000; or UCI Medical Center, 101 The City Drive, Orange, CA 92868, (714) 456-7890

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: Los Alamitos Medical Center, 3751 Katella Ave., Los Alamitos, CA, (562) 799-3212; West Anaheim Medical Center, 3033 West Orange Ave., Anaheim CA 92804, (714) 827-3000; In case of a major accident/head injury (as determined by the Paramedics) they are routed to: Long Beach Memorial, 2801 Atlantic Ave, Long Beach, CA 90802, (562) 933-2000; or UCI Medical Center, 101 The City Drive, Orange, CA 92868, (714) 456-7890

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): Allie Rodriguez/FLSIG-safety manager, Frank Sherren - safety program director LARC

Emergency Track Lighting System
Los Alamitos Race Course

The main race track lighting system is comprised of (970) 1000 watt 277 volt metal halogen light fixtures. The emergency lighting system is comprised of (305) 1500 watt quartz light fixtures. If the main system experiences a brief loss or interruption of power the metal halogen lights will fail. Due to the type of fixture they may take up to 20 minuets to reach full illumination. In the event of an interruption of this type the back-up emergency quartz lighting system automatically comes. This happens instantly and the back-up emergency system can remain on for up to 90 minutes.

Huntington Ambulance,LLC

CHRB
1010 Hurley Way #300
Sacramento, CA 95825

August 23, 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



Finish Line Self Insurance Group, Inc.

4961 Katella, Los Alamitos, CA 90720 • phone 714-820-2743 • fax 714-820-2813

Steps Required in Reporting a Workers Compensation Accident

1. **Immediately Report an accident** to Security **AND** Finish Line Self Insurance Group (714) 820-2743. **You must report the incident within 24 hours.**

2. **Obtain a treatment authorization form** from the Finish Line Self Insurance Group Office or, **if on a weekend, from the Security office.**

3. Go to the **designated clinic** for treatment.
   Healthpointe Medical Center
   7052 Orangewood Ave, Suite 6
   Garden Grove (714) 903-1100



Finish Line Self Insurance Group, Inc.

4961 Katella, Los Alamitos, CA 90720 • phone 714-820-2743 • fax 714-820-2813

Pasos Requeridos en Caso de un Accidente

1. **Inmediatamente reporten** el accidente a **seguridad** y a la oficina de Finish Line Self Insurance Group (714) 820-2743. **Tiene que ser reportado dentro de las primeras 24 horas del incidente.**

2. **Obtengan la forma de autorización** para tratamiento de la oficina de Finish Line Self Insurance Group o, **en los fines de semana, de la oficina de seguridad**

3. Vayan a la **clínica designada**
   Healthpointe Medical Center
   7052 Orangewood Ave, Suite 6
   Garden Grove (714) 903-1100

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): Finish Line Self Insurance Group, Certificate number On File, Sig Solutions PO Box 905, Seal Beach, CA 90740, see attachment.

J. Attach a Certificate of Insurance for workers' compensation coverage. The CHRB is to be named as a certificate holder and given not less than ten (10) days' notice of any cancellation or termination of insurance that secures the liability of the association for payment of workers' compensation.

NOTICE TO APPLICANT: Every licensee conducting a horse racing meeting shall, pursuant to Business and Professions Code section 19481.3, maintain, staff, and supply an on-track first aid facility, which may be either permanent or mobile, that shall be staffed and equipped as directed by the Board. A qualified and licensed physician shall be on duty at all times during live racing, except that this provision shall not apply to any Quarter Horse racing at the racetrack if there is a hospital situated no more than 1.5 miles from the racetrack and the racetrack has an agreement with the hospital to provide emergency medical services to jockeys and riders. An ambulance licensed to operate on public highways provided by the track shall be available at all times during live racing and shall be staffed by two emergency medical technicians licensed in accordance with Division 2.5 (commencing with Section 1797) of the Health and Safety Code, one of whom may be an Emergency Medical Technician Paramedic, as defined in section 1797.84 of the Health and Safety Code. Each racing association and racing fair shall adopt and maintain an emergency medical plan detailing the procedures that shall be used in the event of an on-track injury. The plan shall be posted in each jockey room in English and Spanish. Prior to every race meeting, the racing association or racing fair shall contact area hospitals to coordinate procedures for the rapid admittance and treatment of emergency injuries. Each racing association or racing fair shall designate a health and safety manager and assistant manager, who shall be responsible for compliance with the provisions of this section, and one of whom shall be on duty at all times when live racing is conducted. The health and safety manager may, at the discretion of the racing association, be the person designated to perform risk management duties on behalf of the association.

17. CONCESSIONAIRES AND SERVICE CONTRACTORS

Names and addresses of all persons to whom a concession or service contract has been given, **other than those already identified,** and the goods and/or services to be provided by each:

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: $1,100,000
Promotional/Marketing budget for prior race meeting: $950,000

C. Number of hosts and hostesses employed for meeting: One satellite host and racing analyst. Group event host assigned to each group party.

D. Describe facilities set aside for new fans. Night at the Races promotions - premium outdoor seating, Mezzanine Terrace for group gatherings, Burgart's patio for group gatherings.

E. Describe any improvements to the physical facility in advance of the meeting that directly benefit: See attachment.

1. Horsemen — New TV's in various areas throughout track.
2. Fans — Improvements to Burgart's Lounge, new HDTVs installed in various areas, new indoor floor layout with well-spaced individual horseplayer seating areas.

LOS ALAMITOS
RACE COURSE

Date: September 14, 2022

California Horse Racing Board
Attn: Scott Chaney
1010 Hurley Way, Suite 300
Sacramento, CA 95825

RE: Exemption from Board Rule 1927 Compliance

Dear Mr. Chaney,

Each year Los Alamitos Race Course (LARC) receives a Fire and Life Safety Clearance Letter that establishes LARC has a reasonable degree of Fire and Life Safety. This clearance letter is submitted to the CHRB as part of our Racing License Application each year. Please find a current Orange County Fire Authority Fire and Life Safety Clearance Letter attached dated May 3, 2022.

Los Alamitos Quarter Horse Racing Association is requesting an exemption from the 45-day provision in Board Rule 1927, Fire Prevention.

The Orange County Fire Authority (OCFA) conducts their Fire Inspections on an annual basis. The OCFA considers the fire and life safety clearance letter dated May 3, 2022 to be valid for a period of not less then one calendar year from the time issued. Due to OCFA scheduling limitations they will not schedule an additional inspection within the same calendar year. The OCFA considers LARC in full compliance with Fire and Life Safety codes and regulations.

For that reason, a fire inspection and new fire clearance letter cannot be obtained within the required 45-day window prior to the start of our proposed race meet. Understanding that it is beyond the control of LARC to comply with this section of Board Rule 1927, Los Alamitos Race Course is requestion an exemption from the 45-day provision in Board Rule 1927

Respectfully,

Frank Sherren
Facility Manager
Los Alamitos Race Cours

4961 Katella Ave. • Los Alamitos, CA 90720 • ph 714-820-2800 • fax 714-820-2820

ORANGE COUNTY FIRE AUTHORITY

P. O. Box 57115, Irvine, CA 92619-7115 • 1 Fire Authority Road, Irvine, CA 92602-0125

Lori Smith, Assistant Chief/Fire Marshal (714) 573-6000 www.ocfa.org

FIRE CLEARANCE LETTER

November 07, 2022

Los Alamitos Race Course
4961 Katella Ave.
Cypress, CA 90630
Attn: Frank Sherren

Subject: Fire and Life Safety Inspection

Dear Mr. Sherren,

An inspection was conducted by the Orange County Fire Authority (OCFA) at 4961 Katella Ave. Cypress, CA 90630 on October 20, 2022. At the time of the inspection there were no fire or life safety violations found. This letter will serve as your Fire Clearance from the OCFA.

Please contact me directly, if you have any questions or concerns.

Respectfully,

Josephine Sanchez
Fire Prevention Specialist
Orange County Fire Authority
Cell: (714) 715-0871

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

May 3, 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 the fire clearance from the OCFA at the request of Frank Sherren who requested for the California Horse Racing Board.

Please contact me directly if you have any questions or concerns.

Respectfully,

Kenneth Wiggins
Fire Inspector
Prevention Field Services Section
(714) 229-8801
kennethwiggins@ocfa.org

Number: 4524-001

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

LOS ALAMITOS RACING ASSOCIATION AND QUARTER HORSE RACING, INC, A GENERAL PARTNERSHIP, DBA LOS ALAMITOS RACE COURSE

(Name of Affiliate)

FINISH LINE SELF INSURANCE GROUP, INC.

(Master Certificateholder)

has complied with the requirements of the Director of Industrial Relations under the provision of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause shown.*

EFFECTIVE:

THE 1st DAY OF **JULY** **2005**

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA

MARK T. JOHNSON, MANAGER

JOHN M. REA, DIRECTOR

*Revocation of Certificate.-- "A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of the solvency of such employer, the inability of the employer to fulfill his obligations, or the practice by such employer or his agent in charge of the administration of obligations under this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him." (Section 3702 of Labor Code.) The Certificate may be revoked for noncompliance with Title 8, California Aministrative Code, Group 2 --Administration of Self-Insurance.

Form A-4 -10 A

FINILIN-03 PRZEMIELEWSKIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/8/2021

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: Sara Przemielewski PHONE (A/C, No, Ext): (925) 660-3531 FAX (A/C, No): E-MAIL ADDRESS: Sara.Przemielewski@ioausa.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Safety National Casualty Corp — 15105
INSURED Los Alamitos Racing Assoc and Quarter Horse Racing, Inc. 4961 Katella Avenue Los Alamitos, CA 90720	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SP4065854	1/1/2022	1/1/2023	X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage

CERTIFICATE HOLDER

California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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3. Facilities in the restricted areas

19. SCHEDULE OF CHARGES

A. List proposed charges. Note any changes from the previous year.

Admission (general)	$3.00
Admission (clubhouse)	$10.00 Burgarts and Vessels Club.(Burgarts was $5.00 in 2021)
Reserved seating (general)	N/A
Reserved seating (clubhouse)	N/A
Parking (general)	Free
Parking (preferred)	$5.00
Parking (valet)	N/A
Programs (on-track)	$4.50
(off-track)	$4.75

B. Describe any "Season Boxes" and "Turf Club Membership" fees. See attachment

C. Describe any "package" plans, such as combined parking, admission, and program. None

20. JOCKEYS/DRIVERS' QUARTERS

A. Check the applicable amenities available in the jockeys/drivers' quarters.

☒ Corners (lockers and cubicles) How many 70

☒ Showers ☒ Steam room, sauna, or steam cabinets ☒ Lounge area

☐ Masseur ☒ Food/beverage service ☒ Certified platform scale

B. Describe the quarters to be used for female jockeys/drivers. Separate quarters with cubicles, showers, steam box, sleeping quarters.

21. BACKSTRETCH EMPLOYEE HOUSING

A. Inspection of backstretch housing was completed by (name) See attachment on (date) November, 2021.

B. Number of rooms used for housing on the backstretch of the racetrack: 228 out of 344

C. Number of restrooms available on the backstretch of the racetrack: 13

D. Estimated ratio of restroom facilities to the number of backstretch personnel: 18/1

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: 5100 feet.

B. Describe the type of track surface at the facility, including the specific track surface composition. Dirt track consisting of sand, clay, silt, organic and gravel.

LOS ALAMITOS
RACE COURSE

September 2, 2022

RE: Annual Barn Area Housing Inspection

In November of 2021, a housing and safety inspection of the Barn Area was conducted at Los Alamitos Race Course in compliance with CHRB requirements.

The inspection was scheduled and organized at the direction of the Facility Manager, Frank Sherren, and in cooperation with CHRB investigators and City of Cypress Building Officials.

Officials from the City of Cypress Building and Safety Department, Investigators from the CHRB, LARC Security, Maintenance and Janitorial staff participated in the inspections.

As required, the inspection examines all restroom facilities, tack rooms and living quarters and the overall condition of the barn area.

The conditions in the barn are deemed satisfactory and in compliance with City and housing authority standards.

Respectfully,

Frank Sherren
Los Alamitos Race Course

4961 Katella Ave • Cypress, CA 90720 • ph 714-820-2800 • fax 714-820-2820

Los Alamitos Race Course

2023 SEASON SEATS

Live Racing: **QUARTERHORSE/THOROUGHBRED** –December 21, 2022 to December 19, 2023
Satellite Racing: Year Round

Options:

A. VESSELS CLUB EXECUTIVE (**PLEASE NOTE: FOR LIVE NIGHT RACING ONLY**) **$3,000.00**
December 21, 2022– December 19, 2023
Four membership cards - each valid for one Vessels Club annual admission, two Premium Parking Passes, and **FOUR SEAT TABLE FOR LIVE NIGHT RACING.**

B. VESSELS CLUB ANNUAL **$ 500.00**
December 21, 2022– December 19, 2023
One membership card valid for one Vessels Club annual admission.

C. VESSELS CLUB PARKING ANNUAL **$ 1,500.00**
One Vessels Club Placard valid for one Vessels Club annual parking pass.

D. PREFERRED PARKING PASS ANNUAL **$ 500.00**
One preferred parking placard valid for one preferred parking annual parking pass

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E. COMPLIMENTARY VESSELS CLUB HORSEMAN'S MEMBERSHIP **$ 0.00**
Two membership cards. (**FOR QUARTERHORSE AND THOROUBRED OWNERS, TRAINERS, JOCKEYS**)

A **Vessels Club Membership card includes admission for all live and satellite racing conducted at Los Alamitos** from December 21, 2022 through December 19, 2023 . **NO OUTSIDE FOOD OR BEVERAGES** will be allowed in the Vessels Club. Your signature below acknowledges that you have read, understood, and will abide by the rules of the Vessels Club including the **dress code**.

_____
Signature of Member Date

Selection (circle choice): **A B C D E**
Please issue card(s) as follows: (PLEASE PRINT)

1. **My name** _____
2. _____
3. _____
4. _____
5. _____
6. _____

THIS SPACE FOR OFFICE USE ONLY

Number Card Number

_____ _____
_____ _____
_____ _____
_____ _____
_____ _____
_____ _____

Table #: _____

Address_____
_____
Street City State Zip

Residence telephone_____Cellular telephone_____Email:
_____

PLEASE MAKE YOUR CHECK PAYABLE TO LOS ALAMITOS RACE COURSE

LOS ALAMITOS RACE COURSE 4961 Katella Avenue, Cypress, CA 90720 (714) 820-2810

C. The percent of cross slope in the straightaways is: 3%
The percent of cross slope in the center of the turns is: 6%

D. Describe the type(s) of materials used for the inner and outer railings of the race course, the type of inner railing supports (e.g., metal gooseneck, wood 4" x 4" uprights, offset wood 4" x 4" supports, etc.), the coverings, if any, on the top of the inner railing, and the approximate height of the top of the inner railing from the level of the race course. Inner rail is a metal slant with metal safety cover, 40" in height from track to top of rail. Outer rail is a metal gooseneck with 6" X 4" metal tubing.

E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474: Rick Hughes / Dennis Moore

F. Attach a Track Safety Maintenance Program pursuant to CHRB Rule 1474.

G. If the association is requesting approval to implement alternate methodologies to the provisions of Article 3.5, Track Safety Standards, pursuant to CHRB Rule 1471, attach a Certificate of Insurance for liability insurance that will be in force for the duration of the meeting specified in Section 2. The CHRB is to be named as a certificate holder and given not less than ten (10) days' notice of any cancellation or termination of liability insurance. Additionally, the CHRB must be listed as additionally insured on the liability policy at a minimum amount of $3 million per incident. The liability insurance certificate must be on file in the CHRB headquarters office prior to the conduct of any racing.

23. DECLARATIONS

A. All labor and lease agreements and concession and service contracts necessary to conduct the entire meeting have been finalized, except as follows (if no exceptions, so state): no exceptions

B. Attach each horsemen's agreement pursuant to CHRB Rule 2044.

C. Attach an agreement to provide for race-day furosemide administration, pursuant to CHRB Rule 1845.

D. Attach a lease agreement permitting the association to occupy the racing facility during the entire term of the meeting. (In the absence of either a lease agreement or a horsemen's agreement, a request for an extension pursuant to CHRB Rule 1407 shall be made.)

E. All service contractors and concessionaires have valid state, county, or city licenses authorizing each to engage in the type of service to be provided and have valid labor agreements, when applicable, which remain in effect for the entire term of the meeting, except as follows (if no exceptions, so state): no exceptions

F. Absent natural disasters or causes beyond the control of the association, its service contractors, concessionaires, or horsemen participating at the meeting, no reasons are believed to exist that may result in a stoppage to racing at the meeting or the withholding of any vital service to the association, except as follows (if no exceptions, so state): no exceptions

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.

AGREEMENT BETWEEN

LOS ALAMITOS QUARTER HORSE RACING ASSOCIATION

AND

PACIFIC COAST QUARTER HORSE RACING ASSOCIATION

FOR THE CONDUCT OF

THE 2023 QUARTER HORSE RACE MEET

AGREEMENT

This Agreement is entered into by and between LOS ALAMITOS QUARTER HORSE RACING ASSOCIATION, hereinafter sometimes referred to as "TRACK", and PACIFIC COAST QUARTER HORSE RACING ASSOCIATION, hereinafter sometimes referred to as "PCQHRA". TRACK and PCQHRA hereinafter may sometimes be referred to collectively as the "Parties."

WHEREAS, the Parties contemplate that TRACK will hold a Quarter Horse race meeting at Los Alamitos Race Course pursuant to license by the California Horse Racing Board, hereinafter sometimes referred to as "CHRB", beginning on December 21, 2022 and running through December 19, 2023, (hereinafter the "race meet");

WHEREAS for the purpose of avoiding controversies between them which might interfere with the orderly commencement and conduct of the race meeting to the detriment of TRACK, PCQHRA, 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, the Parties have reached an understanding with reference to the foregoing and other matters hereinafter dealt with and desire to incorporate their understanding in writing.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties hereto, it is agreed as follows:

ARTICLE I
STATUS OF THE PARTIES

1.1 TRACK. TRACK is an association as defined in Business and Profession Code, Section 19403, and existing under the laws of the State of California for the purpose of conducting Quarter Horse racing (as defined in Business and Professional Code Sections 19533 and 19533.5), and 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, Chapter 4).

TRACK warrants and represents that this Agreement shall be approved by its Board of Directors or other governing body and this Agreement shall be binding upon TRACK, its members, agents, employees and officials during the term of the Agreement.

1.2 PCQHRA is a private, nonprofit, corporation existing under the laws of the United States and the State of California, and is in good standing under the laws.

PCQHRA warrants that it represents a majority of horsemen, owners or trainers in the State of California with respect to the racing Quarter Horse breed and has been determined by the CHRB to be the organization to represent the horsemen, owners or trainers with respect to the racing Quarter Horse breed. PCQHRA warrants and represents that it has the authority of its members; to the fullest extent allowed by law, to enter into this Agreement and that this Agreement shall be binding upon PCQHRA and any horse owners or trainers who is a member of PCQHRA.

ARTICLE II
TERM

2.1 The provisions of this Agreement, subject to Section 11.1 hereafter, shall only be applicable to the Quarter Horse races at the race meet conducted by TRACK under the license from the CHRB December 21, 2022 through December 19, 2023, at Los Alamitos Race Course.

For the purposes of interpretation and construction of this Agreement, each race meet or each portion of a split meet, if applicable, shall be considered a separate and distinct race meet or split of a race meet, and shall be individually subject to the terms of this Agreement.

ARTICLE III
DISTRIBUTION OF PARI-MUTUEL TAKEOUT: PAYMENT TO PCQHRA

3.1 TRACK shall distribute to the horsemen all purses and monies to which the horsemen are entitled pursuant to Horse Racing law, whether in force at the time the parties enter into this Agreement or are hereafter enacted into Horse Racing Law and applicable to the race meeting. Said monies shall be derived from, but not limited to, Business and Professions Code, Sections 19491(b), 19491.5, 19533, 19596.1, 19602, 19604, 19605.7, 19605.71, 19605.72, 19606, 19606.1, 19612, 19612.1, 19612.2, 19612.6, 19613, 19616 and 19616.1. Any amount distributable per 19612 shall be divided 45% as purses and 55% as commissions. Any amounts distributed pursuant to 19612.1 shall be divided 59.5% as commissions and 40.5% as purses.

Where applicable, amendments or new sections of Horse Racing Law shall be deemed to be incorporated into this agreement upon their effective date(s).

3.2 TRACK and PCQHRA acknowledge that all disputes regarding purse overpayments or underpayments for meets conducted prior to the 2022 meet have been settled and no obligations exist as to over/underpayment by either party.

3.3 The Cal-Bred Awards, specified in, but not limited to, Business and Professions Code, Sections 19567, 19612.1 and 19617 shall be payable pursuant to Business and Professions Code, Sections 19617.5(a) and 19617.7.

TRACK agrees to provide PCQHRA on a timely basis any information necessary for PCQHRA to calculate and administer the Cal-Bred Awards program, including, but not limited to, a weekly listing of all Cal-Bred winners listing day, race and amount of purse.

Where applicable, amendments or new sections of Horse Racing Law shall be deemed to be incorporated into this agreement upon their effective date(s).

3.4 (a) TRACK agrees that it will pay PCQHRA, for administrative expenses and for services rendered, a sum in lawful money of the United States of 3% of all monies generated at the race meetings pursuant to this Article, as required by Horse Racing Law, including, but not limited to, Business and Professions Code, Sections 19613 and 19533.

(b) The amounts to be paid PCQHRA pursuant to this Paragraph shall be paid by TRACK in installments as follows:

1. Of the sums payable pursuant to this Paragraph, an amount based upon revenues from the first thirty (30) calendar days of each race meeting, and each successive 30 days thereafter, until the end of the race meeting. Each payment shall be made on or before ten (10) days after each thirty (30) day period. The balance due from each meet shall be paid within 10 days after the close of the race meet.
2. If, by virtue of TRACK application to the CHRB, any race meeting within this Agreement is a "split" meeting, the payments described herein shall be made in accordance with the language in this Paragraph for each portion of the split meeting.

All payments shall include statements indicating the method of calculating such payments, including, but not limited to, all accounting and documentation necessary to assure compliance with Agreements contained in this contract, such as detailed accounting of revenue from out-of-state/out-of-country simulcasting revenue, handle generated from all sources for purses, Cal-Bred awards, added money for stakes and handicap races, and application of interest earned on horsemen's funds. Purse over/underpayment calculations shall be provided on a weekly basis.

3.5 TRACK and PCQHRA acknowledge and agree that disbursements made by TRACK to the PCQHRA, and to the horse owners in the form of purses, will be governed by the provisions of the Horse Racing Law, Article 9.5, Chapter 4, Division 8 of the Business and Professions Code.

3.6 TRACK agrees that all funds generated and retained from on-track pari-mutuel handle which are obligated by law for distribution in the form of purses, breeder's awards or other benefits to horsemen shall not be deemed as income to the association and shall, within three calendar days following receipt, be deposited in a segregated and separate liability account in a depository approved by the Board 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, out-of-state wagering and out-of-country wagering which are obligated by law for distribution in the form of purses and breeder's awards shall also be deposited, within three (3) calendar days following receipt, into such liability account.

3.7 Within thirty (30) days after the close of the race meeting TRACK agrees to provide PCQHRA with an accounting of any monies earned by the horsemen, the horse breeders and the PCQHRA during the race meeting. This accounting shall include, but not be limited to, purses earned, purses paid, stakes paid, interest on purse monies and horsemen's accounts, and funds generated for breeder's awards, owner's awards and stallion owner's awards.

Upon receipt of this accounting, PCQHRA shall then have nine (9) months to commence an audit by a Certified Public Accountant of the accounting. If no written objection to the accounting is received by TRACK from PCQHRA within eighteen (18) months of PCQHRA receiving this accounting, all objections by PCQHRA to the accounting shall be deemed waived with the exception of the dispute referred to in Section 3.2. If PCQHRA conducts an audit of the monies described herein, PCQHRA shall provide TRACK with written notice of any objections to TRACK accounting as determined

from the results of the audit. The parties shall within ninety (90) days thereafter meet and attempt to reconcile and settle the written objections. If the parties are unable to reach an Agreement within thirty (30) days thereafter, the objections shall be submitted to the CHRB for resolution. In the event a discrepancy is discovered which would affect the distribution by more than 1% of the total money due to horsemen from any source other than the SCOTWINC funds which are not administered by TRACK, TRACK will be required to pay for the cost of the audit conducted on behalf of the horsemen.

3.8 PCQHRA and TRACK acknowledge that the SCOTWINC promotional fund was reduced, by legislation, from 1% to .5%.

TRACK proposed and PCQHRA agreed to the running of the Los Alamitos Million with the first race run in 1995. TRACK has previously assigned, and hereby confirms the assignment of all monies generated pursuant to B&P Code, Section 19605.71(c) to PCQHRA to be placed in the Horsemen's Earned Purse Account. For 2023 TRACK and PCQHRA agree to allow $200,000 to be taken from the Horsemen's Earned Purse Account to be used as added money to the Los Alamitos Two Million from the Earned Purse account. LAQHRA will contribute $150,000 for a total of $350,000. This shall be a part of the Stakes Schedule for each meet, which shall not exceed 30% of the total earned purse money available for distribution during any meet. All monies generated as a result of Section 19605.71(c) shall continue to be paid to the Quarter Horse Earned Purse Account.

3.9 TRACK agrees to run the PCQHRA sponsored races, which are listed below, as long as the Los Alamitos Two Million is run. The PCQHRA sponsored races to be run on the dates listed on the attached Stakes Schedule ("Exhibit B") unless PCQHRA consents to a change. PCQHRA races also will reflect the following added money, which shall be included in the yearly allocation of "Stakes Races"

RACE	ADDED MONEY	TO BE RUN
Ed Burke Million Futurity	$250,000	6/18/2023
Governor's Cup Futurity	$100,000	7/29/2023
Governor's Cup Derby	$100,000	7/30/2023
PCQHRA Breeders Futurity	$50,000	9/30/2023
PCQHRA Breeders Derby	$50,000	10/1/2023

3.10 The Los Alamitos barn area will remain open after the conclusion of the 2022 meet for use of the Quarter Horse horsemen. The Los Alamitos racetrack will be available for training during the break between the 2022 and 2023 race meets with the exclusion of Christmas Day, New Year's Day and period of renovation to track to be determined.

3.11 To the extent permitted by law, PCQHRA consents to the addition of the following funds from the Horsemen's Earned Purse Account to the regular purses for each Quarter Horse race [excluding trials, overnight handicaps or stakes races referred to in Article V, Section 5.1(d)].

Starter Incentive Program (Quarter Horses Only)
Starting with the 1st racing program, the following Starter Incentive Program is effective:
Every Quarter Horse starter is guaranteed to receive at least $300 in purse money (excluding stakes, overnight handicaps and trials). This starter incentive program is subject to review and/or cancellation any time during the 2023 meet at the sole discretion of PCQHRA after consulting with TRACK.

ARTICLE IV
AGREEMENT NOT TO STRIKE; REMEDIES

4.1 It is agreed that the PCQHRA is the organization recognized by the CHRB as the authorized representative of the majority of Quarter Horse horsemen racing at the race meeting to render services to horsemen and shall continue as such authorized representative during the term of this Agreement and, subject to recognition by the CHRB, for the purpose of negotiating any Agreement superseding this Agreement.

4.2 The PCQHRA, on behalf of its members, employees and agents, to the fullest extent allowed by law, hereby covenants that, during the term of this Agreement and as long as TRACK is abiding by the provisions of this Agreement, 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.

In the event of a racing stoppage, by certain action, strike or boycott by members of PCQHRA, and provided that TRACK is not in violation of this Agreement, the PCQHRA shall immediately instruct the involved members in writing, as permitted by law or CHRB regulations, that their conduct is in violation of this Agreement, that their licenses may be suspended or revoked by the CHRB and that TRACK may refuse such persons the privilege of racing at their meets, and instruct all such persons to cease the offending conduct.

4.3 PCQHRA agrees that TRACK, in its stall application, may require PCQHRA members, as permitted by law or CHRB regulations, not to engage in boycott, strike or stoppage by concerted action of any race or race meet at TRACK providing TRACK is abiding by the provisions of this Agreement.

4.4 Upon PCQHRA violation of 4.2 above, TRACK may terminate this Agreement upon written notice to PCQHRA, following which TRACK shall have the right unilaterally to effectuate without prior notification to PCQHRA, and with the approval of the CHRB, such changes in the terms and conditions of the race meet as are, in Track's judgment, necessary and proper in order to restore and maintain conduct of the race meet in the interest of the public and TRACK.

4.5 Since time is of the essence in settling such disputes, in the event of a planned 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. Submit such claim to the CHRB for resolution; or
b. Submit such claim directly to an appropriate State Court for such legal and equitable relief, including damages, specific performance and injunctive relief.

4.6 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 meeting, the provisions of the stall application, or TRACK rules and regulations applicable to horse owners/trainers and their agents and employees, shall be subject to immediate dismissal from TRACK stall space or designated auxiliary facility and shall, unless otherwise agreed to by TRACK, not be permitted to participate in the race meeting.

ARTICLE V
RACING PROGRAM

5.1 TRACK and PCQHRA agree that the Stakes Schedule attached as "Exhibit B" will become a part of this Agreement. All races listed on "Exhibit B", overnight handicaps, shall be written as Quarter Horse races with no other breeds eligible to enter without the consent of PCQHRA.

5.1.1 The Schedule attached reflects all of the stakes races, the dates the trials and/or finals will be run, and the amounts to be added to the purses. TRACK and PCQHRA agree there will be no changes to this schedule without the written consent of PCQHRA.

5.1.2 The Stakes Schedule also represents the total amount of added money to be taken from the horsemen's earned purse account for stakes races.

It is further understood that all money generated from nominations and entry fees for the races with guaranteed purses will be credited to the horsemen's purse account, with the exception of the **Champion of Champions**. The Champion of Champions added money will be $400,000 from the Horsemen's Purse Account. TRACK agrees to contribute the balance of this amount with the understanding that 1/2 of any increase in the Earned Purse Account generated in 2022 over 2023 and 2022 averages will be taken from the Earned Purse Account added to the race, at a maximum of $50,000.

The **Mildred N. Vessels** will be $100,000. TRACK agrees to contribute $25,000. The amount is to include all supplemental and nomination fees which are part of the Earned Purse Account. Additional amounts to reflect the actual added money for these races will be contributed by TRACK.

The **Los Alamitos Two Million** will be $3500,000 added which the Earned Purse Account will contribute $200,000 and TRACK will contribute $150,000. These amounts are to include all supplemental and nomination fees which are part of the Earned Purse Account.

Any changes or additions will require the written consent of PCQHRA and in no event will the amount of stakes money paid exceed 30% of total earned purse money available for distribution during any meet.

5.1.3 The combined nomination and entry fee on each of the stakes or handicap races will be one (1%) percent of the added-money purse indicated on the attached stakes schedule.

Schedule of fees for nomination and entry to stakes or handicap races shall be as follows:

PURSE	NOMINATION	ENTRY
$ 15,000	$50	$100
$ 20,000	$50	$150
$ 35,000	$50	$300
$ 50,000	$50	$450
$ 75,000	$50	$700
$100,000	$50	$950

5.1.4 Overnight Handicaps shall require at least a $50 nomination fee. These funds will be placed in the Quarter Horse Earned Purse Account and only be refunded to the nominator if the horse nominated enters back and fails to get into the race.

5.1.5 The Racing Secretary shall have the right to write up to 33 Overnight Handicap races that will carry purses in excess of the top allowance purse in effect at that time. The Racing Secretary shall have the right to write up to eight (8) of these races between January 2023 and March 2023. The Racing Secretary shall have the right to write up to twenty-five of these races (25) between April, 2023 and December 2023. The amount of purses for these 33 races is listed below.

These races will be included in the condition books, or on the overnights, published by the racing department with at least 14-day notice to horsemen prior to the race date. If these races overfill, horses with high weights will be preferred.

5.1.6 If any race listed on "Exhibit B" is split, the additional race generated by the split shall be considered the equivalent of these 33 races. Racing Secretary agrees, as a part of these 33 races, to write at least three races restricted to Cal-Breds, and will attempt to write up to and additional three (3) two-year-old races later in the meet.

5.1.7 The overnight handicap races will carry the following purses:

- 3-Year-Old & Up $18,000
- 2- Year-Olds $15,000

All such handicaps will have at least seven (7) betting interests absent the consent of PCQHRA.

Any amount paid as purse money in these races over the amount paid in regular allowance races (outlined in "Exhibit C") shall be included in the Stakes Schedule for purpose of calculating the 30% referred to in Article V, Section 5.1.

5.1.8 Nomination fees for the races referred to in this section will be credited to the Quarter Horse Earned Purse Account.

Added monies, nomination fees and entry fees for all handicap stakes races will be pooled and paid out to the first five (5) finishers in the following percentages: 55% to first, 22.5% to second, 12.5% to third, 7.5% to fourth and 2.5% to fifth. This purse distribution applies to certain races on "Exhibit B"

For additional added-money stakes including the Charger Bar, Los Alamitos Oaks, Go Man Go, Mildred Vessels Handicap and the Wild West Futurity which require nomination and entry fees, but pay down to more than five places a different distribution formula based on ten finishers will be used.

5.2 The projected purse and claiming schedule attached to this Agreement as "Exhibit C" will be the bottom allowance and claiming purses and the top allowance purses in the categories as indicated for the meet.

5.3 TRACK and PCQHRA shall meet weekly, and in the event the amount generated from handle for purses is significantly lower or higher than the amounts projected for the meet with regard to the levels of purse and added money to stakes, TRACK and PCQHRA will jointly confer and agree on any adjustments to the schedules attached before such changes are implemented.

5.4 Entry of seven (7) betting interests shall constitute a filled race, however, the parties agree that each card shall have at least a sufficient number of entries in at least two races for exotic wagers such as trifectas and superfectas, and in no event will a race written in the condition book be called off if there are seven (7) or more betting interests unless the racing secretary obtains the consent of PCQHRA.

5.5 All races that have at least five (5) separate wagering interests that are called off will be written back on the next racing program.

5.6 In order for a Thoroughbred horse to be eligible for entry in a Quarter Horse race the following is agreed to:

a. Any race written for participation by Quarter Horses and Thoroughbreds shall be written as Quarter Horses preferred and Thoroughbreds shall constitute less than half the number of horses in these races although an exception may be granted on a race-to-race basis with the consent of the quarter housemen's organization contracting with the association.
b. The number of races written as Quarter Horse preferred at a distance exceeding 870 yards shall not exceed more than three races per program without the consent of the PCQHRA.
c. More than one-half of the races on any program shall be written for Quarter Horses at a distance not to exceed 550 yards, unless the consent of the PCQHRA is received.
d. Notwithstanding (1), (2) and (3) above any AQHA graded 870 race will be written for Quarter Horses only.

5.7 No Quarter Horse race will be written with conditions which would permit the entry of Appaloosas or Paints without the consent of PCQHRA. With the consent of PCQHRA, a Quarter Horse race may allow the entry of Appaloosas or Paints if:

a. Race will be written as Quarter Horse preferred
b. Over half of the entries shall be Quarter Horses
c. A race with 7 or more Quarter Horse entries cannot be replaced by a race that includes Paints or Appaloosas
d. No Quarter Horse race can be canceled for an Appaloosa or Paint race
e. A Cal-Bred Paint or Appaloosa is not eligible to earn Cal-Bred premium purse money offered in a Cal-Bred Quarter Horse race.

5.8 TRACK and PCQHRA recognize that for past meets the minimum claiming price for two-year-olds has been $6,250 from the opening of the meet until July when it was lowered to $5,000, and then lowered again in September to $4,000. TRACK and PCQHRA (president, 2 members of Executive Committee and 2 members of the Trainer's Committee) will meet the end of June and August to review the meet and decide if these minimums should again be implemented.

TRACK will host the 2023 AQHA regional races:

- Bank of America California Region Challenge
- Adequan California Challenge
- John Deere California Juvenile Challenge
- ARC California Distaff Challenge

5.9 The dates and amount of money to be added from the Earned Purse Account is scheduled on "Exhibit B". All money earned for purses, through all forms of pari-mutuel wagering, shall be placed in the Horsemen's Earned Purse Account.

5.10 LAQHRA and PCQHRA mutually agree that TRACK will host the California Champions Night program in July, 2023. Purses and races for this program will be as agreed in "Exhibit B".

Sources of added monies for this program as agreed between TRACK and PCQHRA will be:

a. All purse monies generated as a result of wagering on this program; and,
b. All monies generated as a result of AB 413 (Harmon) [Sections 19605.7(c), 19605.71(c), 19617.75] which redirects .5% of the monies wagered at California satellite locations on out-of-state Quarter Horse races to purses for the California Champions Night program.

5.11 TRACK acknowledges PCQHRA will be the official representative for Paints racing at TRACK and as such is entitled to receive all administrative fees generated from Paint racing at TRACK.

5.12 For the benefit of participating horsemen and the wagering public, TRACK and PCQHRA have adopted hair sample testing processes and procedures in order to ensure that stakes, overnight handicaps, and certain other specified races offered by and run at Track during the 2023 meet are conducted under conditions that further protect and enhance the integrity and fairness of each contest.

The races to which these processes and procedures apply shall include, but are not limited to, the stakes races listed in Exhibit B, overnight handicaps, and to such other races or race types as are agreed to by the Parties, in writing.

TRACK and PCQHRA specifically agree that, in addition to any other race condition(s) that may apply individually to any race, the eligibility of horses nominating to, entering into, and/or competing in stakes, overnight handicaps, and such other races shall be expressly restricted, conditioned, and/or limited to horses that have not been administered and/or which do not test positive for the presence of Clenbuterol, Albuterol, Zilpaterol, and Ractopamine, in either pre-or post-race test samples, whether conducted under testing authorized by the CHRB or by the Parties.

The parties further agree that TRACK is authorized by this Agreement to implement a pre-race analytical testing program for the testing of hair samples taken from Quarter Horses nominated to, entered into, and/or competing in the affected races. For the purpose of all such testing conducted by Track, the following shall apply:

5.12.1 The presence of Clenbuterol, Albuterol, Zilpaterol, and Ractopamine, or their metabolites, in any hair test sample(s) shall be deemed to have resulted in a "positive test."

5.12.2 All such tests will be performed by the Maddy Laboratory, located at the University of California at Davis.

5.12.3 Test samples are to be collected and transported in accordance with the Hair Sample Test Protocol set out in Exhibit D, attached hereto.

5.12.4 Horses nominated to, entered into, and/or intending to compete in such affected races shall be stabled on the grounds, or brought in for testing, no later than fifteen (15) days before such race is scheduled to be run.

5.12.5 All such horses must be made available for such hair testing no later than fourteen (14) days before such race is scheduled to be run.

5.12.6 Horsemen shall notify the Racing Office that such horse is or will be on-the-grounds, and available for testing prior to such deadlines.

5.12.7 Individual horsemen are required to cooperate in making the horse(s) available to test personnel.

5.12.8 Individual horsemen from whose horse a hair sample is removed, have the option to request a second, "split" sample be removed contemporaneously, and maintained by the lab, for split sample testing purposes in the event of a positive test result for any of the four prohibited drugs. The request for the "split" sample of hair must be made prior to or at the time of collection of the hair sample. The cost of collection and maintenance of the split sample shall be responsibility of the requesting horseman or woman, and

shall then offer to and make immediate arrangements for payment of the cost of such collection and/or testing, which shall collectively not exceed $400.

5.12.9 In the event of a positive finding for any of the four prohibited drugs, individual horsemen may, within 24 hours of notification of such positive test, time request the testing of the 'split sample' at the same lab or a secondary, suitable lab, selected from among those labs identified by the CHRB as acceptable facilities for such purposes.

5.12.10 Notification of a positive test under this testing process shall be deemed to have been given and satisfied at the time TRACK delivers written notification to the horse's owner or trainer, at the trainer's barn or either's place of residence, by email, or verbally.

5.12.11 The owner(s) or trainer of a horse(s) intending to ship to TRACK in order to compete in a affected race may, at their election and cost, request the pre-transport testing of a suitable hair sample collected in a manner consistent with the Testing Protocol. Such samples will be tested solely for informational purposes, as a means to apprise that horse's connections of the then detectable presence of any of the four prohibited drugs. Such samples shall not be deemed or considered qualifying hair samples, nor will they be considered in any fashion should a sample subsequently collected on-track produce a positive finding. Similarly, such samples do not constitute "split samples" under this program.

5.12.13 For the purpose of such Hair Sample Tests, TRACK and PCQHRA agree to the formation of a Testing Committee, comprised of two representatives of the PCQHRA, and three representatives of the TRACK. The Equine Medical Director at the UC Davis School of Veterinary Medicine may also attend such meetings, as an advisor to the participants.

5.12.14 Upon notification of a positive test finding, within 48-hours of notification the owner(s) and/or trainer of the horse may request a meeting with the Testing Committee.

5.12.15 The owner(s) and/or trainer of such horse shall be entitled to review, explain, and/or challenge the findings before the Committee. They shall also be entitled to present any credible evidence suggesting extenuating or mitigating circumstances which actually lead to the positive findings, and/or request the testing of the 'split sample,' at their expense, provided such request was made prior to or at the Committee meeting.

5.12.16 After hearing any testimony and/or considering other credible evidence submitted at the meeting, the Committee shall, subject to a contrary finding from the split sample test, make a final determination as to that horse's eligibility to compete in such affected race(s).

5.12.17 As this is a contractual process entered into by agreement of the statutorily authorized racing association and horsemen's organization representing such horsemen, any such determination of and by the Committee is final and binding on all owners and trainers whose horse(s) are nominated and intend to compete in the affected races.

5.13 (a) TRACK agrees that stakes races will not be divided (split) nor will TRACK create any additional stakes or overnight handicaps which cause an increase in the amount of stakes allocations without first consulting with and obtaining the consent of the PCQHRA President, Vice-President, or Business Manager.

(b) A proposed stakes schedule for the 2023 meet (Exhibit B attached) is subject to CHRB approval. TRACK agrees to consult PCQHRA prior to public distribution of both overnight and stakes purse schedules for the 2022 meet.

(c) TRACK and PCQHRA further agree to negotiate and agree upon the amount of added money to be advertised for any Futurities or Derbies administered by either party prior to the publication and circulation of the nomination and entry forms for the race meeting. The 2022 stakes schedule which includes dates and amounts of added money will be made public prior to December 2021. This schedule requires the consent of both TRACK and PCQHRA. TRACK and PCQHRA acknowledge that certain nomination forms for races to be run in 2021 have already been published. These nomination forms are approved by both parties.

(d) TRACK and PCQHRA agree that it is mutually beneficial for both parties to promote the Quarter Horse racing program, and specifically the stakes program, at Los Alamitos in its entirety, and, as such, agree to include all stakes races being offered at Los Alamitos in any written materials distributed for promotion or publication of the stakes schedule.

5.14 (a) The parties agree that the minimum amount of funds required by law from monies generated at in-state satellite wagering facilities to cover operating costs at such satellite wagering facilities shall be withheld.

(b) It is the mutual desire of the parties that all satellite wagering facilities conduct pari-mutuel wagering on and accept the audio visual signals from Quarter Horse race meets conducted in California. Each of the parties agrees to use its best efforts to achieve that goal.

(c) Quarter Horse races will be placed on the card to maximize the income generated from mutual handle for Quarter Horse races and will be given priority for trifectas, superfectas, etc.

5.15 TRACK will not use any purse monies for the purpose of conducting any "exhibition" or "match" type race without consulting with and obtaining the consent of PCQHRA.

5.16 (a) Purses for Cal-bred races shall not be less than purses paid in "open" races for substantially the same scales and conditions (b) Any Quarter Horse race horse must be registered with PCQHRA as Cal-Bred in order to qualify its owner, breeder, and the stallion owner eligible for Cal-Bred awards or purses.

5.17 TRACK agrees to write races in such a manner so as not to penalize a maiden for its first win.

5.18 PCQHRA agrees that TRACK may allocate up to a maximum of twenty-five percent (25 %) of all races scheduled during a racing week to Thoroughbred or Arabian races.

TRACK agrees that it will not conduct more than 25% Thoroughbred or Arabian races on a given day without first consulting with and obtaining the consent of the PCQHRA President, Vice-President or Business Manager. Any additional breed racing will require the consent of PCQHRA.

For the 2018 race meeting the Racing Secretary shall not write more than 14 live races on any program without first obtaining the consent of PCQHRA. Subject to availability of horses, TRACK has stated that its present intention for the 2023 meet is to run 14 live races on Friday programs, 14 live races on Saturday programs and 12 live races on Sunday programs.

TRACK and PCQHRA agree that if the horse inventory is greater than in previous years TRACK and PCQHRA may agree to additional live races.

It is the intention of TRACK to never run more than one live race and one import race between live Quarter Horse races. PCQHRA acknowledges that due to the importing of signals from other locations this may become unmanageable at times, but if TRACK is using its best efforts to accomplish this PCQHRA will not object.

TRACK and PCQHRA agree to work diligently to coordinate calling horses from the Receiving Barn to the Saddling Paddock and from the Saddling Paddock to the Racetrack, during times when races are being imported to the racetrack. If a dispute arises as to this Section, it will be resolved under Article VI, Section 6.1.

5.19 It is agreed that if trials for races are required they will be run back-to-back. The interval between trials will be 25 minutes. In addition to trials being run back-to-back, all conditions are to be the same (i.e. time spent in receiving barn, time spent in saddling paddock, time spent on track prior to start of race, etc.). Any modification to these conditions will require the written consent of PCQHRA.

5.20 (a) In accordance with the Federal Interstate Racing Act of 1978, TRACK has requested consent of PCQHRA to simulcast its races listed on "Exhibit E". PCQHRA consents to the simulcast of TRACK'S races listed on "Exhibit E", subject to receipt by PCQHRA of a copy of the contract with each proposed simulcast location prior to the transmission of the signal and PCQHRA consent to its terms and conditions. TRACK and PCQHRA understand that TRACK may, subsequent to the execution of this Agreement, request PCQHRA consent to simulcast additional races to other satellite locations. TRACK and PCQHRA agree that this Agreement may be amended from time to time pursuant to letter Agreement executed by TRACK and PCQHRA. Said amendment shall include TRACK request to simulcast to additional satellite locations and PCQHRA consent thereto. Each request by TRACK shall state the satellite location, the race(s) which TRACK desires to simulcast, the type of races conducted at the simulcast location (for example, quarter horse racing, standard bred racing, thoroughbred racing, or mixed meets) and the consideration that TRACK will receive for simulcasting such race(s). All consideration shall, after payment of California license fees, be shared equally for Quarter Horse purses and commissions. TRACK further agrees that it will account to PCQHRA on a timely basis and pay over to the Horsemen's account the Horsemen's share of the purses earned from such out-of-state/out-of-country satellite locations.

(b) In accordance with 19605.3 (f) of California Horse Racing Law, PCQHRA consents to the acceptance of wagers on races conducted by TRACK at satellite locations which are approved by the CHRB and the organization described in Section 19608.2 of California Horse Racing Law within the State of California. PCQHRA approves the importation of California Harness racing during the LAQHRA meet according to the terms and conditions outlined in 19601(4) (l).

5.21 It is also the desire of the parties that, to the extent possible, racing on Fridays and Saturdays end at 11:30 p.m. and on other nights at 11 p.m. It is also agreed that there will not be a first post time after 8 p.m. without the consent of PCQHRA.

5.22 TRACK will provide adequate owner parking in a well-lighted area convenient and accessible to the grandstand. In addition, the lot to the West of the PCQHRA offices shall be reserved for owners, trainers and jockeys on the nights when racing is being conducted. TRACK will provide, prior to opening of the meet, credentials and parking stickers for directors, directors emeritus, ex-officio members and business manager of PCQHRA. TRACK shall also furnish, at no charge, membership in the Vessels Club to the Board of Directors, directors emeritus, ex-officio members and business manager of PCQHRA and their spouse/guest.

5.23 A copy of the CHRB license application for the 2023 meet is attached herewith as "Exhibit A". In the event TRACK should for any reason make application to the California Horse Racing Board for a change in the approval of their license regarding days on which racing will be conducted, post times for the races, or any other reason which would have a significant effect on the horsemen, TRACK would agree to notify PCQHRA and obtain their consent, which will not be unreasonably withheld, prior to seeking approval of the California Horse Racing Board.

5.24 Where TRACK is required pursuant to this ARTICLE V to consult with PCQHRA, a consultation shall mean that TRACK shall in writing submit its proposed changes to PCQHRA and PCQHRA shall have three (3) business days from receipt of the proposed changes to either approve or disapprove the changes. If PCQHRA disapproves the changes, each side shall designate two members which are authorized to represent them. These members shall meet and confer to resolve the changes. Under no circumstances will TRACK release any of the proposed changes to the horsemen or the public prior to the expiration of the three (3) day period stated herein, unless PCQHRA has approved said changes prior to expiration of the three (3) day period.

5.25 The 3rd Party Lasix Administration Agreement (Exhibit G) is entered into as part of this agreement between Los Alamitos Race Course (LARC), and Pacific Coast Quarter Horse Racing Assoc. (PCQHRA).

A. CHRB Rule 1845 requires that the Parties enter into an agreement to provide for Race-day furosemide administration,

B. CHRB Rule 1845 further requires that the agreement describe LARC'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.

ARTICLE VI
MUTUAL COOPERATION

6.1 TRACK and PCQHRA represent to and agree with each other that they are mutually interested in the continuance, maintenance and improvement of Quarter Horse racing in the State of California and, to that end, believe it advisable and to their mutual best interests that any further differences of opinion between them with respect to the provisions hereof, or the matters covered hereby, should be settled by them without undue publicity by negotiation and consultation.

In order to carry out the intentions of this paragraph, PCQHRA will appoint a committee consisting of the President and the Business Manager of the PCQHRA and four (4) owners and/or trainers of Quarter Horses. The Chairman of said committee will communicate with TRACK management on the day-to-day track operations problems, in regard to actual racing horses as it affects the members of PCQHRA and, except where a differing procedure is authorized in this Agreement, attempt to resolve any grievance between the TRACK and the horsemen through this committee. If TRACK and PCQHRA cannot settle the grievance, it may be submitted to the CHRB for resolution.

ARTICLE VII
STALL ALLOCATIONS

7.1 It is the intention hereof 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 then availability of stall space, and upon the qualifications and reputation of the owner or trainer involved. In the allocation of stall space, TRACK shall have the right to take into consideration the character of the meet contemplated to be held by TRACK and the horses and trainers suitable for the holding of such race meeting. Between the close of the 2022 Quarter Horse meet and the opening of the 2023 Quarter Horse meet, Quarter Horses will be allowed to remain stabled in the backstretch of Los Alamitos Race Course and will have daily use of the racetrack for training purposes with the exception of Christmas Day and New Year's Day.

7.2 It is agreed that, if a horseman is granted and occupies stall space, he shall enter his horse in races for which they may be eligible (owner or trainer, as the case may be, to determine eligibility for any particular race) unless his horses are physically unfit to race or, unless, for other good cause owner elects to remove his horse(s) from TRACK.

7.3 PCQHRA shall cooperate with TRACK in the removal from stall space of any horse:
(a) Found not qualified to race as provided in TRACK Condition Book and in this Agreement. (b) Fired, blistered, or horses upon which recent surgery has been done, which would prevent the horse from running at the race meet, shall be excluded and denied stall space. (c) The past performance of the horse at the preceding race meet shall be considered in determining its suitability to run and be allotted stall space, provided, however, further consideration of past performance shall only relate to horses three (3) years old and up. (d) Any 3-year-old and older horse which has not qualified to be

eligible to enter within thirty (30) days upon arrival on the grounds. Any 2-year-old horse which has not qualified to be eligible to enter within sixty (60) days upon arrival on the grounds.(e) If, in the opinion of a veterinarian, there are medical reasons that would prevent the horse from running at the race meet, such horse shall be denied stall space.

7.4 TRACK will maintain its racing surface in good condition for Quarter Horse racing and training and agrees to promptly rectify any condition unsafe to race horses during the racing meeting. TRACK shall not conduct any activity on the racing surface hazardous to horsemen or horses.

7.5 TRACK agrees that all approved qualifying works shall be listed and displayed in the lobby area of the racing department on the morning said horses qualify.

7.6 Racing Secretary shall post daily in the public lobby of the Racing Office, with a copy forwarded to PCQHRA, a list of all races that did not get carded that day. These lists shall remain posted for at least 7 days.

7.7 TRACK agrees to allow 2-year-old Quarter Horses that are broken to use the track for training purposes. The determination if the horse is adequately broken is at the sole discretion of the Racing Secretary, the head outrider, or their designated representative.

7.8 TRACK agrees to furnish a qualified outrider(s) during the morning use of the racetrack. From the opening of the track for training until Jan. 1, TRACK will furnish at least one (1) qualified outrider. For the following 30 days, TRACK shall furnish at least two (2) qualified outriders. For the next 45 days, TRACK will furnish at least (2) qualified outriders Tuesdays through Saturdays, and at least one (1) qualified outrider on Sundays. TRACK shall furnish at least two (2) qualified outriders on all qualifying days. Track will be open for training seven (6) days per week. TRACK shall also provide a minimum number of headmen for each race equal to the amount of starters in the race. TRACK and PCQHRA further agree that they have a mutual interest in the competency and attire of the employees of TRACK which are involved in the performance of these duties. After Aug. 1, 2018, TRACK and PCQHRA agree to meet to reevaluate the need for a second outrider for the remainder of the season. Any reduction in the number of outriders as outlined in this section must be agreed upon by both parties.

7.9 (a) PCQHRA and TRACK further agree that when Thoroughbreds are entered in Quarter Horse races according to CHRB rule 1743 that all purses, commissions, and fees shall be deducted and distributed by TRACK in accordance with Sections 19533 and any other relevant sections of the Business and Professions Code (b) TRACK agrees to provide PCQHRA an accounting of all such payments in a timely manner. No other breed will be allowed to enter into a Quarter Horse race listed on "Exhibit B" or any other stake or handicap race disclosed in section 5.1 without the consent of PCQHRA.

7.10 Trainers vacating stall space shall at the close of the 2021 meet be responsible for removing all bedding from stalls and placing such bedding between shed rows.

ARTICLE VIII
FORCE MAJEURE

8.1 TRACK or PCQHRA may terminate this Agreement by mutual written consent due to labor disputes, strikes or other disruptions or circumstances beyond TRACK or PCQHRA control.

ARTICLE IX
SUPPLIERS AND SERVICEMEN; BACKSTRETCH FACILITIES

9.1 Pursuant to CHRB Rule 1452, TRACK shall not grant an exclusive concession to any vendor of feed, racing supplies or racing services.

9.2 TRACK shall maintain adequate kitchen facilities for backstretch personnel, at reasonable prices. Kitchen facilities shall be open between 5:00 a.m. and 8:00 p.m. on racing days and 5:00 a.m. and 2:00 p.m. on non-racing days.

ARTICLE X
MISCELLANEOUS

10.1 No Discrimination

No party to this Agreement shall discriminate against the other party solely due to membership in PCQHRA or California Association of Racing Fairs, or by reason of a person's race, color, creed, religion, national origin or ancestry, sex or age.

10.2 No Assignment

This Agreement shall not be assigned by any party without the prior written consent of the other party.

10.3 Agreement Replaces All Prior Agreements

This Agreement supersedes and replaces the 2020 agreement between TRACK and PCQHRA for the conduct of the 2022 Quarter Horse race meet, and becomes binding upon the parties upon the signatures of authorized officials of PCQHRA and TRACK.

10.4 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.

10.5 Counterparts
This Agreement may be executed in counterparts and each such executed Agreement shall be deemed an original. Execution by PCQHRA and TRACK shall be deemed a binding Agreement as to those executing parties regardless of whether the remaining members have executed a counterpart.

10.6 Notices
For the purpose of this Agreement, notice to TRACK should be sent to:

Los Alamitos Quarter Horse Racing Association
Attn: Edward C. Allred
4961 Katella Ave.
Los Alamitos, CA 90720

Notice to PCQHRA should be sent to:

Pacific Coast Quarter Horse Racing Association
Attn: President
4961 Katella Ave.
Los Alamitos, CA 90720

If either party desires to change the designated place to send notice, it shall be done in writing. All terms and conditions of this Agreement are subject to modification to comply with the laws of the State of California, and the rules and regulations of the California Horse Racing Board now in effect or as enacted/amended during the term of this Agreement and prior Agreements.

10.7 TRACK management of the race meeting subject only to this Agreement and applicable law, the management of TRACK premises and the conduct of the race meeting is the sole prerogative of TRACK.

10.8 It is agreed between TRACK and PCQHRA that to conduct a successful meet it is essential that the first part of the meet have purses that will motivate owners to ready their horses and attract out-of-state horses. To that end, purses shall be reasonably allocated by TRACK and PCQHRA to establish a reserve from the 2022 meeting, not to exceed the sum of $200,000, for use at the 2023 race meeting. PCQHRA shall have the exclusive right to terminate or otherwise alter any allocation of the moneys to this reserve. Any moneys allocated for this purpose, or any interest earned thereon, shall be used exclusively for purses or for such other purpose as the PCQHRA shall in writing designate.

10.9 Where applicable, amendments or new sections of the Horse Racing Law shall be deemed to be incorporated into this agreement upon their effective date(s).

ARTICLE XI
REOPENING PROVISIONS

11.1 It is agreed between the parties that this contract shall remain in effect and apply to all meets run by TRACK until December 19, 2023, provided however, that either party, by giving at least thirty (30) days written notice, will agree to renegotiate issues regarding compensation for horsemen in the event there is a significant change in operations by TRACK which would have a financial effect on either of the parties (such as other forms of gaming). IN WITNESS WHEREOF, TRACK has caused this Agreement to be executed by its duly authorized officer, and PCQHRA has caused this Agreement to be executed by its duly authorized representative designated for such purpose.

Los Alamitos Quarter Horse Racing Ass'n

10-4-22
Date

Pacific Coast Quarter Horse Racing Ass'n

2 Oct 2022
Date

Exhibit A

Copy of LARC CHRB Application

STATE OF CALIFORNIA
CALIFORNIA HORSE RACING BOARD
APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING
CHRB-17 (Rev 7/21)

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: Horsemen's Quarter Horse Racing Association, Cathy Monji, 4961 Katella Ave., Los Alamitos, CA 90720; Phone 714-820-2810, Fax 714-820-2820 email: cmonji@losalamitos.com

B. Breed of horse: Thoroughbred ☐ Quarter Horse ☒ Harness ☐

C. Racetrack name: Los Alamitos Race Course

D. Attach a certified check payable to the Treasurer of the State of California in the amount of $10,000 as deposit for license fees pursuant to Business and Professions Code section 19490.

E. Was the association licensed to operate a race meeting prior to January 1, 2001?
Yes ☒ No ☐
If no, attach a surety bond in the amount of one hundred thousand dollars.

NOTICE TO APPLICANT: No application for a license to conduct a race meeting shall be granted unless the applicant has deposited with the Board a surety bond in the amount of one hundred thousand dollars ($100,000), or a greater amount, as determined by the Board, 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: December 21, 2022 - December 19, 2023

B. Actual dates racing will be held: December 31, 2022, 2023: January 1, 7-8, 14-15, 21-22, 28-29; February 4-5, 11, 18-19, 25-26; March 4-5, 11-12, 18-19, 25-26; April 1-2, 8, 15-16, 22-23, 29-30; May 6-7, 13-14, 20-21, 27-28; June 3-4, 10-11, 17-18, 24-25; July 1-2, 8-9, 15-16, 23-23, 29-30; August 5-6, 12-13, 19-20, 26-27; September 2-3, 9-10, 16-17, 23-24, 30; October 1, 7-8, 14-15, 21-22, 28-29; November 4-5, 11-12, 18-19, 25-26; December 2-3, 9-10, 16-17

C. Total number of days or nights of racing: 100

D. Days or nights of the week races will be held: Saturday and Sunday, except Christmas Eve, Christmas, Super Bowl Sunday, Easter

CHRB CERTIFICATION

Application received: **Hearing date:**
Deposit received: **Approved date:**
Reviewed: **License number:**

Wednesday – Sunday ☐ Tuesday – Saturday ☐ Other (specify) ☒

E. Number of days or nights of racing per week: 2 - Saturday and Sunday weekly

3. RACING PROGRAM

A. Total number of races: 975

B. Number of races for each day or night: 7-15

C. Total number of stakes races: 77

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). See attachment.

3. Identify the stakes races listed under item D.1. that have been dropped or deleted and the reasons the stakes were dropped or deleted. See attachment.

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. See attachment

NOTICE TO APPLICANT: Every licensee conducting a horse racing meeting shall, each racing day, provide for the running of at least one race limited to California-bred horses, to be known as the "California-bred race," pursuant to CHRB Rule 1813. For Thoroughbred and Quarter Horse meetings, the total amount distributed for California-bred stakes races from the purse account, including overnight stakes, shall not be less than 10% of the total amount distributed for all stakes races, pursuant to Business and Professions Code section 19568(b).

4. RACING ASSOCIATION

A. Association is a: ☒ Corporation (complete subsection C)
☐ LLC (complete subsection D)
☐ Other (specify, and complete subsection E)

B. Complete the applicable subsection and attached Addendum, Background Information and Ownership.

C. CORPORATION

1. Registered name of the corporation: Horsemen's Quarter Horse Racing Association, dba Los Alamitos Quarter Horse Racing Association
2. State where incorporated: California
3. Registry or file number for the corporation: C0618259
4. Names of all officers and directors, titles, and the number of shares of the corporation held by each: Edward C. Allred - Chairman/Director, Cathy Monji - President/Director, Richard M. English - Chief Financial Officer/Director, John Seibly - Vice President/Director, G. Michael Lyon - Secretary, Anthony Zidich - Director, George Pardon - Director
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: Quarter Horse Racing, Inc. 100%
6. Number of outstanding shares in the corporation: 0
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: Wagner, Kirkman, and Blaine
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.
   Quarter Horse Racing, Inc.
   a. Is parent and/or paired corporation or entity a publicly traded or privately held company that guarantees the obligation of the applicant? Yes ☐ No☒
      If no, proceed to section F. If yes, answer questions 10 through 17, below.
10. Registered name of the corporation:
11. State where incorporated:
12. Registry or file number for the corporation:
13. Names of all officers and directors, titles, and the number of shares of the corporation held by each:
14. Names (true names) of all persons, other than the officers and directors listed above, that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each:
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: See attachment
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): Cathy Monji, President, 4961 Katella Avenue, Los Alamitos, CA 90720; email cmonji@losalamitos.com

5. TAKE OUT PERCENTAGE

A. If this is a Thoroughbred race meeting, will the percentage deducted for any type of wager be adjusted pursuant to Business and Professions Code section 19601.01?
Yes ☐ No ☐
If no, proceed to subsection 6. If yes, identify the wager and the proposed takeout percentage.
Wager(s) to be adjusted:
Proposed percentage: %

1. Attach copy of written notice requesting the proposed takeout adjustment, the proposed percentage, and the wager(s) affected. The notice must include the written agreement of the Thoroughbred association and the horsemen's organization for the meeting of the Thoroughbred association accepting the wager.

NOTICE TO APPLICANT: Pursuant to Business and Professions Code section 19601.01, notwithstanding any other provision of law, a Thoroughbred association or fair, upon the filing of a written notice with, and approval by, the Board specifying the percentage to be deducted, may deduct from the total amount handled in the pari-mutuel pool for any type of wager an amount of not less than ten (10) percent nor more than twenty-five (25) percent. The written notice shall include the written agreement of the Thoroughbred association or fair and the horsemen's organization for the meeting of the Thoroughbred association or fair accepting the wager. The established percentage to be deducted shall remain in effect until the filing of a subsequent notice with, and approval by, the Board, unless otherwise specified in the notice.

6. HANDLE HISTORY

A. Complete the table below, providing the last five (5) years of handle and attendance for your racing association. If your association has been operating for fewer than five years, provide information for the period of time it has been in operation. If the racing association has changed ownership, include the handle information for the previous racing association.

Year	Handle	Attendance
2021	265,111,744	147,051
2020	292,096,966	102,393
2019	228,734,042	366,527
2018	258,670,181	381,903
2017	238,700,510	379,922

7. PURSE PROGRAM (excluding supplements, nominations, sponsorships, and starter fees):

A. Purse distribution:

1. All races other than stakes:
Current meet estimate: 2023 $10,200,000
Prior meet actual: 2022 $10,137,940

Average Daily Purse (7A1 ÷ number of days):
Current meet estimate: 2023 $102,000
Prior meet actual: 2022 $101,379

2. Overnight stakes:
Current meet estimate: N/A

Prior meet actual: N/A

Average Daily Purse (7A2 ÷ number of days):
Current meet estimate: N/A
Prior meet actual: N/A

3. Non-overnight stakes:
Current meet estimate: 2023 $4,017,500
Prior meet actual: 2022 $3,350,000

Average Daily Purse (7A3 ÷ number of days):
Current meet estimate: 2023 $40,175
Prior meet actual: 2022 $33,500

4. Total Purses: (7A1 + 7A2 + 7A3)
Current meet estimate: 2023 $14,217,500
Prior meet actual: 2022 $13,487,940

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: 2023 $3,400,000
Prior meet actual: 2022 $3,350,000

Average Daily Purse (7B1 ÷ number of days):
Current meet estimate: 2023 $34,000
Prior meet actual: 2022 $33,500

C. Funds to be generated for all California-bred incentive awards (including breeder awards and owners' premiums):
Current meet estimate: 2023 $463,000
Prior meet actual: 2022 $462,499

D. Payment to each recognized horsemen's organization contracting with the association and the name(s) of the organization(s): Pacific Coast Quarter Horse Racing Association

Recognized Horsemen's Organization

Current meet estimate:		Prior meet actual:	
2023	Click or tap here to enter text.		2022
Total:	$403,000	Total:	$402,457

E. Amount from all sources to be distributed in the form of purses or other benefits to horsemen (7A + 7C + 7D):
Current meet estimate: 2023 $15,083,500
Prior meet actual: 2022 $14,352,896

Average Daily Purse (7E ÷ number of days):

Current meet estimate: 2023 $150,835
Prior meet actual: 2022 $143,529

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: 2023 $12,250,000
Prior meet actual: 2022 $12,150,821

Average Daily Purse (7F ÷ number of days):
Current meet estimate: 2023 $122,500
Prior meet actual: 2022 $121,508

G. Purse funds to be generated from interstate handle:
Current meet estimate: 2023 $1,500,000
Prior meet actual: 2022 $1,431,039

Average Daily Purse (7G ÷ number of days):
Current meet estimate: 2023 $15,000
Prior meet actual: 2022 $14,310

H. Bank and account number for the Paymaster of Purses' purse account: On File

I. Name, address, email, and telephone number of the pari-mutuel audit firm engaged for the meeting: Robert Passero, 230 Old Ranch Rd., Seal Beach, CA 90740

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: 1100

B. Minimum number of stalls believed necessary for the meeting: 1100

C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers: N/A

D. Name and location of each off-site auxiliary stabling area and the number of stalls to be maintained at each site: N/A

E. Attach each contract or agreement between the association and the person(s) furnishing off-site stabling accommodations for eligible racehorses that cannot be provided stabling on-site.

Complete subsections F. through H. if the association will request reimbursement for off-site stabling as provided by Business and Professions Code sections 19607, 19607.1, 19607.2, and 19607.3. Otherwise, proceed to section 9.

F. Total number of usable stalls made available on-site for the **1986** meeting, pursuant to Business and Professions Code section 19535(c): N/A

G. State estimated cost to provide off-site stalls for this meeting. Show cost per day per stall. N/A

H. State estimated cost to provide vanning from off-site stalls for this meeting. Show fees to be paid for vanning per-horse. N/A

9. EQUINE EMERGENCY SERVICES

A. Name and emergency telephone number of the racing veterinarian on-site during training hours, workouts, and racing for the association and auxiliary sites: Rick Overly, CEO of Equine Sports Medicine, Ph (714) 527-2341, and his staff of veterinarians are on call 24/7 to handle any issues during training hours, workouts and racing. There is a rotation of private Veterinarians on site during all training hours.

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	See attachment	See attachment
Race #2	Click or tap here to enter text.	Click or tap here to enter text.
Race #3	Click or tap here to enter text.	Click or tap here to enter text.
Race #4	Click or tap here to enter text.	Click or tap here to enter text.
Race #5	Click or tap here to enter text.	Click or tap here to enter text.
Race #6	Click or tap here to enter text.	Click or tap here to enter text.
Race #7	Click or tap here to enter text.	Click or tap here to enter text.

Race #8	Click or tap here to enter text.	Click or tap here to enter text.
Race #9	Click or tap here to enter text.	Click or tap here to enter text.
Race #10	Click or tap here to enter text.	Click or tap here to enter text.
Race #11	Click or tap here to enter text.	Click or tap here to enter text.
Race #12	Click or tap here to enter text.	Click or tap here to enter text.
Race #13	Click or tap here to enter text.	Click or tap here to enter text.

B. Identify any wagers noted in 10.A. (the current pari-mutuel wagering program) that were not in the prior year's pari-mutuel program or that are not being carried forward from the previous year's pari-mutuel wagering program. N/A

C. Maximum carryover pool to be allowed to accumulate before its distribution **OR** the date(s) designated for distribution of the carryover pool: December 17, 2023

D. List any options requested with regard to exotic wagering. Click or tap here to enter text.

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. Saturday and Sunday at 9:30am.

F. Type(s) of pari-mutuel or totalizator equipment to be used by the association and the simulcast organization, name of the person(s) supplying equipment, and expiration date of the service contract: Amtote International, Jeff True, contract expires 8/14/2025

G. List below the takeout percentage for each type of wager identified in 10.A.

	TAKEOUT PERCENTAGE (Example) PNP5-14%
Race #1	Win, Place, Show - 17.63% All others - 22.88%
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. TVG, Game Play Network, NYRA Bets, Twin Spires, Watch and Wager, Xpressbet, Lien Games.

B. Attach a copy of the agreement/contract with each ADW provider to be used for this race meeting.

C. Have the agreements/contracts been approved by the respective horsemen's groups?
Yes ☒ No ☐
If yes, attach a copy of the approval. If no, explain the status of the approval.

NOTICE TO APPLICANT: Pursuant to Business and Professions Code section 19604, ADW providers may accept wagers on races conducted in California from a resident of California if : 1) the ADW provider is licensed by the Board; 2) a written agreement allowing those wagers exists with the racing association or fair conducting the races on which the wagers are made; 3) the agreement shall have been approved in writing by the horsemen's organization responsible for negotiating purse agreements for the breed on which the wagers are made. ADW providers may accept wagers on races conducted outside of California from a resident of California if: 1) the ADW provider is licensed by the Board; 2) there is a hub agreement between the ADW provider and one or both of (i) one or more racing associations or fairs that together conduct no fewer than five weeks of live racing on the breed on which wagering is conducted during the calendar year during which the wagers are placed and (ii) the horsemen's organization responsible for negotiating purse agreements for the breed on which wagering is conducted.

12. SIMULCAST WAGERING PROGRAM

A. Simulcast organization engaged by the association to conduct simulcast wagering: Southern California Off-Track Wagering, Inc.

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: Alameda County Fair - Pleasanton; Sonoma County Fair - Santa Rosa; The Jockey Club at San Mateo; Big Fresno Fair - Fresno; California State Fair & Expo - Sacramento; Club One - Fresno; Golden Gate Fields - Albany; Solano County Fair - Vallejo; Monterey County Fair - Monterey; San Joaquin County Fair - Stockton; Santa Clara County Fair - San Jose; Ferndale; Surfside Race Place - Del Mar; Ventura County Fair - Ventura; San Bernardino County Fair - Victorville; Viejas Casino & Turf Club - Alpine; Del Mar Thoroughbred Club - Del Mar; Hollywood Park Casino - Inglewood; Cabazon Fantasy Springs Resort - Indio; The Farmers Fair - Perris; Antelope Valley Fair - Lancaster; Pechanga Casino - Temecula; National Orange Show - San Bernardino; Fairplex Park - Pomona; Santa Anita - Arcadia

D. Out-of-state wagering systems the association proposes to offer its live audiovisual signal: Mexico (including Agua Caliente and related books, Juarez and related books, and Hipodromo de las Americas and related books); Australia and New Zealand (TabCorp and Ubet).

E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the association: See attachment.

F. California minisatellite wagering facilities the association proposes to offer its live audiovisual signal: Commerce Casino - Commerce; Tilted Kilt - Thousand Oaks; OC Tavern - San Clemente; Lake Elsinore Hotel and Casino; Sports Grill & Turf Club - Norco; Santa Clarita Lanes; Sammy's - Lake Forrest; Firehouse Restaurant - Bakersfield; Glen Arden - Glendale

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.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	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

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races
See Attachment	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

I. For **STANDARDBRED** racing associations, list the host tracks from which the association proposes to import out-of-state and/or out-of-country harness races. Include the dates imported races will be held, and indicate whether a full card will be accepted. If the full card will not be imported, state "selected feature and/or stakes races".

HARNESS SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races
See Attachment		

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
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

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: Los Alamitos Quarter Horse Charity Foundation, 4961 Katella Ave., Los Alamitos, CA 90720

B. Names and addresses of the trustees or directors of the distributing agent: Robert Main, 4961 Katella Ave., Los Alamitos, CA 90720; Althea Miller 4961 Katella Ave., Los Alamitos, CA 90720; Charles Brain, 4961 Katella Ave., Los Alamitos, CA 90720

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)	Becky Fitzgerald, DVM
Clerk of Scales	Natividad Estrada
Clerk of the Course	
Film Specialist	Stewards
Horse Identifier	Ralph Seville
Horseshoe Inspector	Brian Griffin
Paddock Judge	Thomas Bazley
Patrol Judges	Louie Cacioppo
Placing Judges	Jordan Castaneda, Daniel Villalba
Starter	Gary Brinson
Timer	Jordan Castaneda

B. Management officials in the racing department:

Director of Racing	Scott Craigmyle
Racing Secretary	Scott Craigmyle
Assistant Racing Secretary	Jordan Castaneda
Paymaster of Purses	Dawn Jackson
Others (identify by name and title)	Assistant Director of Racing - Natividad Estrada

C. Name, address, email, and telephone number of the reporter employed to record and prepare transcripts of hearings conducted by the stewards: Barbara Weinstein, 9582 Hamilton Ave, STE 265, Huntington Beach, CA 92646, (714) 964-7102

D. Photographic device to be used for photographing the finish of all races, name of the person supplying the service, and expiration date of the service contract: Plusmic Corporation USA - Bill O'Brien, 12/31/24

E. Indicate photo patrol video equipment to be used to record all races, name of the person supplying the service, and expiration date of the service contract. Specify the number and location of cameras for dirt and turf tracks. Pegasus Communications, Jim Porep, 5/6/23, see attachment.

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 Communications, Jim Porep, 5/6/23

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. Cathy Monji - Director of Security, (714) 820-2810, see attachment.

B. Estimated number of security guards, gatemen, patrolmen, or others to be engaged in security tasks on a regular full-time basis: 23

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.
   b. Number of security guards in the detention stall area during a 24-hour period:
   c. Describe number and location of surveillance cameras in detention stall area.

3. TCO2 Testing:

   a. Number of races to be tested, and number of horses entered in each race to be tested:
   b. Plan for enhanced surveillance for trainers with high-test results:
   c. Plan for detention stalls for repeat offenders:
   d. Number of security personnel assigned to the TCO2 program:

C. Describe the electronic security system.

1. Location and number of video surveillance cameras for the detention stall and stable gate: 5 cameras in the Test Barn area and 4 cameras at the stable gate provide 24 hour surveillance.

D. For night racing associations: Describe emergency lighting system. See attachment.

16. EMERGENCY SERVICES

A. Name, address, and emergency telephone number of the ambulance service to be used during workouts and during racing: Huntington Ambulance, PO Box 145, Sunset Beach, CA 90742, (562) 904-1550, cell (714) 325-0363 Stacey O'Brien

1. Attach a certification from the ambulance service(s) listed in 16.A. certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.

B. Name, address, and emergency telephone number of the ambulance service to be used during workouts at auxiliary sites: N/A

1. Attach a certification from the ambulance service(s) listed in 16.B. certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.

C. Describe the on-track first aid facility, including equipment and medical staffing.

D. Name and emergency telephone number of the licensed physician on duty during the race meeting:
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): Los Alamitos Medical Center, 3751 Katella Ave., Los Alamitos, CA, (562) 799-3212; West Anaheim Medical Center, 3033 West Orange Ave., Anaheim CA 92804, (714) 827-3000; In case of a major accident/head injury (as determined by the Paramedics) they are routed to: Long Beach Memorial, 2801 Atlantic Ave, Long Beach, CA 90802, (562) 933-2000; or UCI Medical Center, 101 The City Drive, Orange, CA 92868, (714) 456-7890

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: Los Alamitos Medical Center, 3751 Katella Ave., Los Alamitos, CA, (562) 799-3212; West Anaheim Medical Center, 3033 West Orange Ave., Anaheim CA 92804, (714) 827-3000; In case of a major accident/head injury (as determined by the Paramedics) they are routed to: Long Beach Memorial, 2801 Atlantic Ave, Long Beach, CA 90802, (562) 933-2000; or UCI Medical Center, 101 The City Drive, Orange, CA 92868, (714) 456-7890

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): Allie Rodriguez/FLSIG-safety manager, Frank Sherren - safety program director LARC

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): Finish Line Self Insurance Group, Certificate number On File, Sig Solutions PO Box 905, Seal Beach, CA 90740, see attachment.

J. Attach a Certificate of Insurance for workers' compensation coverage. The CHRB is to be named as a certificate holder and given not less than ten (10) days' notice of any cancellation or termination of insurance that secures the liability of the association for payment of workers' compensation.

NOTICE TO APPLICANT: Every licensee conducting a horse racing meeting shall, pursuant to Business and Professions Code section 19481.3, maintain, staff, and supply an on-track first aid facility, which may be either permanent or mobile, that shall be staffed and equipped as directed by the Board. A qualified and licensed physician shall be on duty at all times during live racing, except that this provision shall not apply to any Quarter Horse racing at the racetrack if there is a hospital situated no more than 1.5 miles from the racetrack and the racetrack has an agreement with the hospital to provide emergency medical services to jockeys and riders. An ambulance licensed to operate on public highways provided by the track shall be available at all times during live racing and shall be staffed by two emergency medical technicians licensed in accordance with Division 2.5 (commencing with Section 1797) of the Health and Safety Code, one of whom may be an Emergency Medical Technician Paramedic, as defined in section 1797.84 of the Health and Safety Code. Each racing association and racing fair shall adopt and maintain an emergency medical plan detailing the procedures that shall be used in the event of an on-track injury. The plan shall be posted in each jockey room in English and Spanish. Prior to every race meeting, the racing association or racing fair shall contact area hospitals to coordinate procedures for the rapid admittance and treatment of emergency injuries. Each racing association or racing fair shall designate a health and safety manager and assistant manager, who shall be responsible for compliance with the provisions of this section, and one of whom shall be on duty at all times when live racing is conducted. The health and safety manager may, at the discretion of the racing association, be the person designated to perform risk management duties on behalf of the association.

17. CONCESSIONAIRES AND SERVICE CONTRACTORS

Names and addresses of all persons to whom a concession or service contract has been given, **other than those already identified,** and the goods and/or services to be provided by each:

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: See attachment.
Promotional/Marketing budget for prior race meeting: See attachment.

C. Number of hosts and hostesses employed for meeting: See attachment.

D. Describe facilities set aside for new fans. See attachment.

E. Describe any improvements to the physical facility in advance of the meeting that directly benefit: See attachment.
1. Horsemen
2. Fans Improvements to Burgart's Lounge
3. Facilities in the restricted areas

19. SCHEDULE OF CHARGES

A. List proposed charges. Note any changes from the previous year.

Admission (general)	$3.00
Admission (clubhouse)	$10.00 Burgarts and Vessels Club.(Burgarts was $5.00 in 2021)
Reserved seating (general)	N/A
Reserved seating (clubhouse)	N/A
Parking (general)	Free
Parking (preferred)	$5.00
Parking (valet)	N/A
Programs (on-track)	$4.50
(off-track)	$4.75

B. Describe any "Season Boxes" and "Turf Club Membership" fees. See attachment

C. Describe any "package" plans, such as combined parking, admission, and program. None

20. JOCKEYS/DRIVERS' QUARTERS

A. Check the applicable amenities available in the jockeys/drivers' quarters.

☒ Corners (lockers and cubicles) How many 70

☒ Showers ☒ Steam room, sauna, or steam cabinets ☒ Lounge area

☐ Masseur ☒ Food/beverage service ☒ Certified platform scale

B. Describe the quarters to be used for female jockeys/drivers. Separate quarters with cubicles, showers, steam box, sleeping quarters.

21. BACKSTRETCH EMPLOYEE HOUSING

A. Inspection of backstretch housing was completed by (name) See attachment on (date) November, 2021.

B. Number of rooms used for housing on the backstretch of the racetrack: 228 out of 344

C. Number of restrooms available on the backstretch of the racetrack: 13

D. Estimated ratio of restroom facilities to the number of backstretch personnel: 18/1

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: 5100 feet.

B. Describe the type of track surface at the facility, including the specific track surface composition. Dirt track consisting of sand, clay, silt, organic and gravel.

C. The percent of cross slope in the straightaways is: 3%
The percent of cross slope in the center of the turns is: 6%

D. Describe the type(s) of materials used for the inner and outer railings of the race course, the type of inner railing supports (e.g., metal gooseneck, wood 4" x 4" uprights, offset wood 4" x 4"

supports, etc.), the coverings, if any, on the top of the inner railing, and the approximate height of the top of the inner railing from the level of the race course. Inner rail is a metal slant with metal safety cover, 40" in height from track to top of rail. Outer rail is a metal gooseneck with 6" X 4" metal tubing.

E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474: Rick Hughes / Dennis Moore

F. Attach a Track Safety Maintenance Program pursuant to CHRB Rule 1474.

G. If the association is requesting approval to implement alternate methodologies to the provisions of Article 3.5, Track Safety Standards, pursuant to CHRB Rule 1471, attach a Certificate of Insurance for liability insurance that will be in force for the duration of the meeting specified in Section 2. The CHRB is to be named as a certificate holder and given not less than ten (10) days' notice of any cancellation or termination of liability insurance. Additionally, the CHRB must be listed as additionally insured on the liability policy at a minimum amount of $3 million per incident. The liability insurance certificate must be on file in the CHRB headquarters office prior to the conduct of any racing.

23. DECLARATIONS

A. All labor and lease agreements and concession and service contracts necessary to conduct the entire meeting have been finalized, except as follows (if no exceptions, so state): no exceptions

B. Attach each horsemen's agreement pursuant to CHRB Rule 2044.

C. Attach an agreement to provide for race-day furosemide administration, pursuant to CHRB Rule 1845.

D. Attach a lease agreement permitting the association to occupy the racing facility during the entire term of the meeting. (In the absence of either a lease agreement or a horsemen's agreement, a request for an extension pursuant to CHRB Rule 1407 shall be made.)

E. All service contractors and concessionaires have valid state, county, or city licenses authorizing each to engage in the type of service to be provided and have valid labor agreements, when applicable, which remain in effect for the entire term of the meeting, except as follows (if no exceptions, so state): no exceptions

F. Absent natural disasters or causes beyond the control of the association, its service contractors, concessionaires, or horsemen participating at the meeting, no reasons are believed to exist that may result in a stoppage to racing at the meeting or the withholding of any vital service to the association, except as follows (if no exceptions, so state): no exceptions

NOTICE TO APPLICANT: Pursuant to CHRB Rule 1870 and Rule 1871, the CHRB shall be given fifteen (15) days' notice in writing of any intention to terminate a horse racing meeting or the engagements or services of any licensee, approved concessionaire, or approved service contractor.

24. CERTIFICATION BY APPLICANT

I hereby certify under penalty of perjury that I have examined this application, that all of the foregoing statements in this application are true and correct, and that I am authorized by the association to attest to this application on its behalf.

X _____

Signature

Print Name Print Title Date

ADDENDUM
Background and Ownership Information

FULL DISCLOSURE: By authority of sections 19440 and 19480 of the California Business and Professions Code, Chapter 4, Division 8, Horse Racing Law, and in order to allow an evaluation of the competency, integrity, and character of potential racetrack operator, contractor, subcontractor and concessionaire licensees of the California Horse Racing Board (CHRB), any applicant for such a license shall comply with the provisions set forth below. Where applicable, supply the requested information and submit with your application documents. (If necessary, attach additional pages showing the corresponding numbers for the questions you are answering.) If a question does not apply to you, so state with "N/A".

NOTE: All information contained in this Addendum may be disclosed pursuant to the California Public Records Act.

I. BACKGROUND INFORMATION

A. PERSONAL INFORMATION - Application documents must include for each individual who is a director, officer, or partner in the application, or an owner of an interest in the applicant of 5% or more:
1. Full name and any previous names or aliases;
2. date of birth;
3. physical description;
4. business address and telephone number; and
5. disclosure of employment, education and military history for the past 20 years or since the age of 18.

B. PERSONAL HISTORY - Application documents must include a completed Personal History Record, CHRB-25A, for each individual named in Addendum Section I.A.

C. RELATIONSHIP - The application documents must state, for each individual providing information under Addendum Section I.A., whether the individual is related to a member or an employee of the CHRB. A half-relationship or step-relationship is considered to be a familial relationship.

D. CORPORATIONS - If the applicant is a corporation, the application documents must state:
1. The state in which the applicant is incorporated; and
2. name and address of the applicant's agent for service of process in California.

E. INDICTMENTS OR CONVICTIONS - If the applicant is a corporation, the application documents must include a statement disclosing whether the corporation is presently or has ever been indicted or convicted of a criminal offense, e.g., felony or misdemeanor.

F. PENDING LEGAL PROCEEDINGS - An applicant for a license to operate a racetrack must describe any pending legal proceedings of $250,000 or more:
1. To which the applicant, a director, officer, or partner of the applicant, or an individual who owns an interest in the applicant of 5% or more is a party; or
2. that involves property owned by the applicant, a director, officer, or partner of the applicant, an individual who owns an interest in the applicant of 5% or more, or a related entity identified under Addendum Section I.
3. Applicant must state the name of the court or agency before which the proceeding is or was pending, the case number, date the proceeding was instituted, and the names of the principal parties to the proceeding.

II. OWNERSHIP

A. IDENTIFICATION AND LOCATION - The application documents must include:
   1. All names used by the applicant; and
   2. name of the agent and the address and telephone number of the office of the applicant for service of process in California.

B. BUSINESS STRUCTURE - The application documents must describe the applicant's business structure and include an organizational chart.

C. ORGANIZERS - If the applicant is not an individual and was organized less than five years before the date on which the application documents are submitted to the CHRB, the application documents must state:
   1. Name of each individual who was an organizer or promoter of the applicant;
   2. nature and amount of assets, services, or other consideration contributed to the applicant by an organizer or promoter of the applicant; and
   3. nature and amount of anything of value given by the applicant to an organizer or promoter of the applicant.

D. ORGANIZATIONAL DOCUMENTS
   1. If the applicant is a corporation, the application documents must include:
      a. Statement of when and in what state the corporation was organized;
      b. certified copy of the articles of incorporation and bylaws of the applicant;
      c. statement and documentation of whether the corporation has been reorganized or reincorporated during the five-year period preceding the date on which the application documents are submitted to the CHRB; and
      d. statement and documentation of whether the corporation has filed restated articles of incorporation.
   2. If the applicant is an unincorporated business association, the application documents must include:
      a. Certified copy of each organizational document for the applicant, including any partnership agreement; and
      b. description of any oral agreements involving the organization of the partnership.

E. CAPITOL STOCK
   1. If the applicant is authorized to issue capital stock, the application documents must state the classes of stock authorized and the total shares of each class authorized.
   2. For each class of stock, applicant must also state:
      a. Par value, if any;
      b. voting rights;
      c. current rate of dividend; and
      d. number of shares outstanding and the market value of each share.
   3. Application documents must list the name and address of each person who owns, of record or beneficially, at least 5% of stock. For each person listed under this subsection, the application documents must describe the nature of the person's ownership interest and the person's percentage of the total ownership interest.
   4. Application documents must include a certified copy of each voting trust or voting agreement in which at least 5% of the capital stock is held and must state:
      a. Name and address of each stockholder participating in the trust or agreement;
      b. class of stock involved; and total number of shares held by the trust or agreement.

F. DIRECTORS, OFFICERS, AND PARTNERS

1. If the applicant is not an individual, the application documents must include a list of the individuals who are serving or who are designated to serve, during the first year after the date the application documents are submitted to the CHRB, as a director, officer, or partner of the applicant. The list must state for each individual:
    a. Name and business address;
    b. each position or office of the applicant held by the individual;
    c. principal occupation during the five-year period preceding the date on which the application documents are submitted to the CHRB; and
    d. nature and extent of any ownership interest in the applicant.
2. Application documents must include a completed Personal History Record, CHRB-25A, for each individual named under Addendum Section II.F.1.

G. CONTROLLING ENTITY

1. Application documents must state whether another entity exercises or is in a position to exercise control in the management or financial affairs of the applicant. The documents must describe the nature of the relationship between the entity and the applicant and the extent of control exercised by the entity.
2. If a nonindividual entity owns an interest of 5% or more in the applicant, the application documents must include the information required by Addendum Section II.G.1., as it relates to the nonindividual entity.
3. Application documents must include information required by Addendum Section II.G.2., for each nonindividual entity identified in the application documents to the extent necessary to determine the identity of each individual who is an indirect holder of an ownership interest in the applicant.

H. OUTSIDE INTERESTS AND LICENSE HISTORY - Application documents must state whether the applicant or a director, officer, or partner of the applicant

1. Ever held an ownership interest in a licensee of the CHRB; or is currently engaged in the business of racing in another state.

Exhibit B

2023 Stakes Schedule

LOS ALAMITOS QUARTER HORSE RACING ASSOCIATION
2023 STAKES SCHEDULE

TO BE RUN		EVENT	PURSE & DISTANCE
SATURDAY JANUARY 7, 2023	(1)	**HOLIDAY HANDICAP** TWO YEAR OLDS	$20,000 350 YARDS
SUNDAY JANUARY 8, 2023	(2)	**CHARGER BAR HANDICAP** MARES, FOUR YEAR OLDS AND UPWARD	$100,000 400 YARDS
SUNDAY JANUARY 8, 2023	(3)	**DASHINGLY** MARES, FOUR YEAR OLDS AND UPWARD **(CHARGER BAR PREFERRED)**	$25,000 350 YARDS
SATURDAY JANUARY 14, 2023	(4)	**CYPRESS HANDICAP** FOUR YEAR OLDS AND UPWARD	$25,000 350 YARDS
SATURDAY FEBRUARY 18, 2023	(5)	**LOS ALAMITOS WINTER DERBY** THREE YEAR OLDS TRIALS TO BE RUN, SATURDAY, JANUARY 28, 2023	$200,000 Projected $100,000 Added 400 YARDS
SUNDAY FEBRUARY 19, 2023	(6)	**BRAD MCKINZIE WINTER CHAMPIONSHIP** FOUR YEAR OLDS AND UPWARD TRIALS TO BE RUN, SUNDAY, JANUARY 29, 2023	$160,000 Projected $100,000 Added 400 YARDS
SATURDAY FEBRUARY 25, 2023	(7)	**DENIM N DIAMONDS HANDICAP** MARES, FOUR YEAR OLDS AND UPWARD CALIFORNIA BRED PREFERRED (CAL BRED)	$35,000 350 YARDS
SUNDAY FEBRUARY 26, 2023	(8)	**LOS ALAMITOS MAIDEN STAKES** THREE YEAR OLDS (NOVEMBER 1, 2021) TRIALS TO BE RUN, SUNDAY, FEBRUARY 05, 2023	$125,000 Projected $25,000 Added 350 YARDS
SUNDAY MARCH 12, 2023	(9)	**VIRGINIA HYLAND STAKES** FILLIES/MARES THREE YEAR OLDS AND UPWARD	$35,000 350 YARDS
SUNDAY MARCH 19, 2023	(10)	**MOONIST STAKES** THREE YEAR OLDS AND UPWARD	$35,000 400 YARDS
SATURDAY MARCH 25, 2022	(11)	**LOS ALAMITOS OAKS** FILLIES, THREE YEAR OLDS TRIALS TO BE RUN, SATURDAY, MARCH 4, 2023	$500,000 Projected $125,000 Added 400 YARDS

TO BE RUN		EVENT	PURSE & DISTANCE
SUNDAY MARCH 26, 2023	(12)	**EL PRIMERO DEL ANO DERBY** COLTS AND GELDINGS, THREE YEAR OLDS TRIAL TO BE RUN, SUNDAY, MARCH 5, 2023	$225,000 Projected $35,000 Added 400 YARDS
SATURDAY APRIL 1, 2023	(13)	**JAMES S SMITH MEMORIAL HANDICAP** THREE YEAR OLDS	$25,000 350 YARDS
SATURDAY APRIL 8, 2023	(14)	**DASHING FOLLY** FILLIES/MARES THREE YEAR OLDS AND UPWARD (NON WINNERS OF THE YEAR)	$25,000 350 YARDS
SATURDAY APRIL 29, 2023	(15)	**KAWEAH BAR HANDICAP** THREE YEAR OLDS AND UPWARD	$35,000 350 YARDS
SATURDAY MAY 6, 2023	(16)	**LA PACIFICA HANDICAP** FILLIES, THREE YEAR OLDS	$35,000 350 YARDS
SUNDAY MAY 7, 2023	(17)	**MISS PRINCESS HANDICAP** FILLIES AND MARES THREE YEAR OLDS AND UPWARD	$50,000 350 YARDS
SATURDAY MAY 13, 2023	(18)	**DILLINGHAM HANDICAP** THREE YEAR OLDS	$35,000 400 YARDS
SUNDAY MAY 14, 2023	(19)	**ROBERT ADAIR KINDERGARTEN FUTURITY** TWO YEAR OLDS TRIALS TO BE RUN, SUNDAY, APRIL 23, 2023	$400,000 Projected $50,000 Added 300 YARDS
SUNDAY MAY 21, 2023	(20)	**ADEQUAN CALIFORNIA REGIONAL DERBY CHALLENGE** THREE YEAR OLDS TRAILS TO BE RUN, SUNDAY APRIL 30, 2023	$30,000 Estimated $10,000 Added +$15,000 B of A 400 YARDS
SUNDAY JUNE 11, 2023	(21)	**ABIGAIL KAWANANAKOA** FILLIES AND MARES, THREE YEAR OLDS AND UPWARD	$100,000 400 YARDS
SUNDAY JUNE 11, 2023	(22)	**CHECK HER TWICE** FILLIES/MARES THREE YEAR OLDS AND UPWARD	$25,000 350 YARDS
SUNDAY JUNE 18, 2023	(23)	**ED BURKE MILLION FUTURITY** TWO YEAR OLDS TRIALS TO BE RUN, SUNDAY, MAY 28, 2023	$1,000,000 Projected $250,000 Added 350 YARDS

TO BE RUN		EVENT	PURSE & DISTANCE
SATURDAY JUNE 17, 2023	(24)	**FRED SCANE** TWO YEARS OLD	$25,000 350 YARDS
SUNDAY JUNE 25, 2023	(25)	**VANDYS FLASH HANDICAP** THREE YEAR OLDS	$25,000 400 YARDS
SUNDAY JUNE 25, 2023	(26)	**1000 YARD CHAMPIONSHIP** THREE YEAR OLDS AND UPWARD QUARTER HORSES AND THOROUGHBREDS	$50,000 1000 YARDS
SUNDAY JUNE 25, 2023	(27)	**1000 YARD FILLIES/MARES** THREE YEAR OLDS AND UPWARD QUARTER HORSES AND THOROUGHBREDS	$30,000 1000 YARDS
SATURDAY JULY 1, 2023	(28)	**INDEPENDENCE DAY HANDICAP** THREE YEAR OLDS AND UPWARD	$25,000 300 YARDS
SUNDAY JULY 2, 2023	(29)	**VESSELS MATURITY** FOUR YEAR OLDS AND UPWARD TRIALS TO BE RUN, SUNDAY, JUNE 11, 2023	$150,000 Projected $100,000 Added 400 YARDS
SATURDAY JULY 29, 2023	(30)	**GOVERNOR'S CUP FUTURITY** TWO YEAR OLDS BRED IN CALIFORNIA TRIALS TO BE RUN, SATURDAY, JULY 8, 2023	$400,000 Projected $100,000 Added 350 YARDS
SUNDAY JULY 30, 2023	(31)	**GOVERNOR'S CUP DERBY** THREE YEAR OLDS BRED IN CALIFORNIA TRIALS TO BE RUN, SUNDAY, JULY 9, 2023	$225,000 Projected $100,000 Added 400 YARDS
SATURDAY JULY 29, 2023	(32)	**SPENCER L CHILDERS** **CALIFORNIA BREEDERS CHAMPIONSHIP HANDICAP** THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA	$100,000 400 YARDS
SATURDAY JULY 29, 2023	(33)	**CALIFORNIA BREEDERS MATRON STAKES** FILLIES AND MARES THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA	$40,000 400 YARDS
SATURDAY JULY 29, 2023	(34)	**CALIFORNIA BREEDERS FRESHMAN FILLIES STAKES** FILLIES, TWO YEAR OLDS BRED IN CALIFORNIA	$25,000 350 YARDS

TO BE RUN		EVENT	PURSE & DISTANCE
SATURDAY JULY 29, 2023	(35)	**CALIFORNIA BREEDERS FRESHMAN STAKES** TWO YEAR OLDS BRED IN CALIFORNIA	$25,000 350 YARDS
SATURDAY JULY 29, 2023	(36)	**CALIFORNIA BREEDERS DEBUTANTE STAKES** FILLIES, THREE YEAR OLDS BRED IN CALIFORNIA	$25,000 350 YARDS
SATURDAY JULY 29, 2023	(37)	**JENS L LIST JR MEMORIAL** **CALIFORNIA BREEDERS STAKES** THREE YEAR OLDS BRED IN CALIFORNIA	$25,000 400 YARDS
SATURDAY JULY 29, 2023	(38)	**$5,000 SOPHOMORE CLAIMING STAKES** THREE YEAR OLDS BRED IN CALIFORNIA CLAIMING PRICE $5,000	$15,000 350 YARDS
SATURDAY JULY 29, 2023	(39)	**$10,000 SOPHOMORE CLAIMING STAKES** THREE YEAR OLDS BRED IN CALIFORNIA CLAIMING PRICE $10,000	$17,500 350 YARDS
SATURDAY JULY 29, 2023	(40)	**$5,000 SENIOR CLAIMING STAKES** THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA CLAIMING PRICE $5,000	$15,000 400 YARDS
SATURDAY JULY 29, 2023	(41)	**$10,000 SENIOR CLAIMING STAKES** THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA CLAIMING PRICE $10,000	$17,500 400 YARDS
SATURDAY JULY 29, 2023	(42)	**CALIFORNIA BREEDERS SPRINT STAKES** THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA	$25,000 350 YARDS
SATURDAY AUGUST 5, 2023	(43)	**BANK OF AMERICA** **CALIFORNIA REGIONAL CHALLENGE** THREE YEAR OLDS AND UPWARD TRIALS TO BE RUN, SATURDAY, JULY 15, 2023	$40,000 Estimated $15,000 Added + $20,000 B of A Racing Challenge 440 YARDS
SUNDAY AUGUST 6, 2023	(44)	**ARC CALIFORNIA REGIONAL** **DISTAFF CHALLENGE** FILLIES AND MARES THREE YEAR OLDS AND UPWARD TRIALS TO BE RUN, SUNDAY, JULY 16, 2023	$30,000 Estimated $7,500 Added + $7,500 B of A Racing Challenge 400 YARDS
SATURDAY AUGUST 12, 2023	(45)	**JOHN DEERE JUVENILE CALIFORNIA REGIONAL** **CHALLENGE** TWO YEAR OLDS TRIALS TO BE RUN, SATURDAY, JULY 22, 2023	$50,000 Estimated $10,000 Added + $15,000 B of A Racing Challenge 350 YARDS

TO BE RUN		EVENT	PURSE & DISTANCE
SUNDAY AUGUST 13, 2023	(46)	**GOLDEN STATE DERBY** THREE YEAR OLDS TRIALS TO BE RUN, SUNDAY, JULY 23, 2023	$250,000 Projected $50,000 Added 400 YARDS
SATURDAY AUGUST 19, 2023	(47)	**FLORENTINE** FILLIES/MARES THREE YEARS OLD AND UPWARD (WHICH HAVE NOT EARNED $25,000 IN 2022)	$25,000 350 YARDS
SUNDAY AUGUST 20, 2023	(48)	**$12,500 CLAIMING FUTURITY** TWO YEAR OLDS TRAILS TO BE RUN, SUNDAY, JULY 30, 2023	$70,000 Approximated $20,000 Added 350 YARDS
SATURDAY AUGUST 26, 2023	(49)	**SGT PEPPER FEATURE HANDICAP** THREE YEAR OLDS	$35,000 350 YARDS
SUNDAY AUGUST 27, 2023	(50)	**GO MAN GO HANDICAP** THREE YEAR OLDS AND UPWARD	$100,000 400 YARDS
SUNDAY SEPTEMBER 17, 2023	(51)	**MILDRED N VESSELS MEMORIAL HANDICAP** FILLIES AND MARES THREE YEAR OLDS AND UPWARD	$125,000 $100,000 ADDED 400 YARDS
SUNDAY SEPTEMBER 17, 2023	(52)	**GO JOSIE GO** FILLIES/MARES THREE YEARS OLD AND UPWARD	$25,000 350 YARDS
SATURDAY SEPTEMBER 30, 2023	(53)	**BLANE SCHVANEVELDT HANDICAP** THREE YEAR OLDS AND UPWARD (RESTRICTED INTERMOUNTAIN)	$35,000 400 YARDS
SATURDAY SEPTEMBER 30, 2023	(54)	**PCQHRA BREEDERS DERBY** THREE YEAR OLDS TRIALS TO BE RUN, SATURDAY, SEPTEMBER 9, 2023	$175,000 Projected $50,000 Added 400 YARDS
SUNDAY OCTOBER 1, 2023	(55)	**PCQHRA BREEDERS FUTURITY** TWO YEAR OLDS TRIALS TO BE RUN, SUNDAY, SEPTEMBER 10, 2023	$400,000 Projected $50,000 Added 350 YARDS
SATURDAY OCTOBER 7, 2023	(56)	**ROBERT L BONIFACE LOS ALAMITOS INVITATIONAL CHAMPIONSHIP** THREE YEAR OLDS AND UPWARD	$125,000 440 YARDS
SATURDAY OCTOBER 7, 2023	(57)	**SOUND DASH** FILLIES/MARES THREE YEAR OLDS AND UPWARD	$35,000 350 YARDS

TO BE RUN		EVENT	PURSE & DISTANCE
SUNDAY OCTOBER 22, 2023	(58)	**LOS ALAMITOS WILD WEST FUTURITY** TWO YEAR OLDS TRIALS TO BE RUN, SUNDAY, OCTOBER 1, 2023	$125,000 Projected $20,000 Added 350 YARDS
SATURDAY OCTOBER 21, 2023	(59)	**OVERNIGHT HANDICAP** THREE YEAR OLDS AND UPWARD	$25,000 400 YARDS
SUNDAY OCTOBER 29, 2023	(60)	**GOLDEN STATE MILLION FUTURITY** TWO YEAR OLDS TRIALS TO BE RUN, SUNDAY, OCTOBER 8, 2023	$1,000,000 Projected $100,000 Added 400 YARDS
SUNDAY OCTOBER 29, 2023	(61)	**AH SIGH** TWO YEARS OLD (GOLDEN STATE MILLION PREFERRED)	$30,000 350 YARDS
SATURDAY NOVEMBER 4, 2023	(62)	**TOWN POLICY STAKES** THREE YEAR OLDS	$25,000 400 YARDS
SATURDAY NOVEMBER 4, 2023	(63)	**JUSTANOLD LOVE** FILLIES THREE YEAR OLDS	$25,000 350 YARDS
SUNDAY NOVEMBER 5, 2023	(64)	**LOS ALAMITOS SUPER DERBY** THREE YEAR OLDS TRIALS TO BE RUN, SUNDAY, OCTOBER 15, 2023	$1,000,000 Projected $200,000 Added 400 YARDS
SATURDAY NOVEMBER 11, 2023	(65)	**CORONA CHICK HANDICAP** TWO YEAR OLDS	$25,000 400 YARDS
SUNDAY NOVEMBER 12, 2023	(66)	**Z WAYNE GRIFFIN DIRECTORS TRIAL** THREE YEAR OLDS AND UPWARD TRIALS FOR THE CHAMPION OF CHAMPIONS	$20,000 per Trial 400 YARDS
SATURDAY NOVEMBER 18, 2023	(67)	**LAS DAMAS HANDICAP** FILLIES AND MARES THREE YEAR OLDS AND UPWARD	$75,000 400 YARDS
SATURDAY NOVEMBER 18, 2023	(68)	**LAS CHIQUITAS** FILLIES THREE YEAR OLDS TRAILS TO BE RUN SATURDAY, SEPTEMBER 28, 2023	$20,000 350 YARDS
SUNDAY DECEMBER 3, 2023	(69)	**1000 YARD CHAMPIONSHIP** THREE YEAR OLDS AND UPWARD QUARTER HORSES AND THOROUGHBREDS	$50,000 1000 YARDS

TO BE RUN		EVENT	PURSE & DISTANCE
SUNDAY DECEMBER 3, 2023	(70)	**1000 YARD FILLIES** THREE YEAR OLDS AND UPWARD QUARTER HORSES AND THOROUGHBREDS 3	$30,000 1000 YARDS
SUNDAY DECEMBER 3, 2023	(71)	**1000 YARD STAKES (11-20)** THREE YEAR OLDS AND UPWARD QUARTER HORSES AND THOROUGHBREDS	$30,000 1000 YARDS
SATURDAY DECEMBER 9, 2023	(72)	**CHAMPION OF CHAMPIONS** THREE YEAR OLDS AND UPWARD TRIALS TO BE RUN, SATURDAY, NOVEMBER 12, 2022	$750,000 440 YARDS
SUNDAY DECEMBER 10, 2023	(73)	**LOS ALAMITOS 2 MILLION FUTURITY** TWO YEAR OLDS TRIALS TO BE RUN, SUNDAY, NOVEMBER 20, 2022	$1,800,000 Projected $350,000 Added 400 YARDS
SUNDAY DECEMBER 10, 2023	(74)	**LOS ALAMITOS 2 MILLION JUVENILE** TWO YEARS OLD (LOS ALAMITOS 2 MILLION TRIAL ENTRANTS PREFERRED)	$50,000 350 YARDS
SATURDAY DECEMBER 16, 2023	(75)	**A RANSOM HANDICAP** THREE YEAR OLDS	$25,000 350 YARDS
SATURDAY DECEMBER 16, 2023	(76)	**FIRST DOWN DASH HANDICAP** THREE YEAR OLDS AND UPWARD	$40,000 400 YARDS
SUNDAY DECEMBER 17, 2023	(77)	**SOUTHERN CALIFORNIA DERBY** THREE YEAR OLDS TRIALS TO BE RUN, SUNDAY, NOVEMBER 27, 2022	$175,000 Projected $35,000 Added 400 YARDS

Exhibit C

2023 Purse Schedule

QUARTER HORSES

2&3 YEAR OLDS

PURSES BASED ON 10 STARTERS

PARTICIPATION $300

MAIDEN ALLOWANCE	NUMBER OF ENTRIES	PURSE
	9-10	$10,000
	8	$9,000
	7	$8,500
	6	$8,000
	5	-

CLAIM PRICE	MAIDEN	NON2	NON3	OPEN
$2,500	$8,140	$9,015	$9,210	$9,405
$4,000	$8,235	$9,210	$9,600	$9,895
$5,000	$8,335	$9,310	$9,700	$9,990
$6,250	$8,430	$9,500	$9,795	$10,185
$8,000	$8,530	$9,500	$9,895	$10,285
$10,000	$8,625	$9,795	$10,185	$10,575
$12,500	$8,725	$10,285	$10,380	$11,065
$16,000	8,820	$12,235	$12,625	$13,015
$20,000	$8,920	$13,015	$13,405	$13,805
$25,000	$9,015	$13,110	$13,500	$13,805
$30,000	$9,115	$13,600	$13,700	$13,900
ALLOWANCE	-	$14,100	$14,200	$14,500

Quarter Horses

2 yo maiden claiming	2000
2 yo maiden claiming (cal-bred)	2099
2 yo maiden allowance	2001
2 yo maiden allowance (cal-bred)	2002
2 yo claiming - non winners of 2	2003
2 yo claiming	2005
2 yo claiming (cal-bred)	2098
2 yo starter allowance	2006
2 yo allowance - non winners of 2	2007
2 yo allowance - non winners of 2 (cal-bred)	2097
2 yo allowance - non winners of 3	2008

QUARTER HORSES

3&UP

PURSES BASED ON 10 STARTERS

PARTICIPATION $300

MAIDEN ALLOWANCE	NUMBER OF ENTRIES	PURSE
	9-10	$10,000
	8	$9,000
	7	$8,500
	6	$8,000
	5	-

CLAIM PRICE	MAIDEN	NON2	NON3	NON YEAR	OPEN
$2,500	$8,625	$9,015	$9,210	$9,405	$9,600
$3,200	-	$9,210	$9,405	$9,600	$9,795
$4,000	$8,725	$9,405	$9,600	$9,795	$9,990
$5,000	$8,820	$9,600	$9,795	$9,990	$10,185
$6,250	$8,920	$10,090	$10,185	$10,380	$10,575
$8,000	$9,015	$10,770	$10,965	$11,160	$11,355
$10,000	$9,115	$11,160	$11,355	$11,550	$11,745
$12,500	$9,210	$11,455	$11,650	$11,845	$12,040
$16,000	$9,310	$11,650	$11,845	$12,040	$12,235
$20,000	$9,405	$11,745	$11,940	$12,135	$12,330
$25,000	$9,500	$11,940	$12,135	$12,330	$12,525
$30,000	$9,600	$12,430	$12,625	$12,820	$13,015
ALLOWANCE	-	$14,500	$14,500	$14,500	$15,000

Quarter Horses

3 up maiden claiming	3900
3 up maiden claiming (cal-bred)	3999
3 up maiden allowance	3901
3 up maiden allowance (cal-bred)	3902
3 up claiming - non winners of 2	3903
3 up claiming - non winners of 2 (two years)	3904
3 up claiming	3905
3 up claiming (calbred)	3998
3 up starter allowance	3906
3 up allowance - non winners of 2	3907
3 up allowance - non winners of 2 (cal-bred)	3997
3 up allowance - non winners of 3	3908

UPDATED 5/25/23

Exhibit D

Procedure for Collection of Hair Samples

Exhibit D

PROCEDURE FOR COLLECTION OF HAIR SAMPLES

VERSION – 2023

Materials Needed:

- Disposable gloves.
- Tamper-proof evidence bag or container (i.e., urine sample jars)
- Submission Paperwork (identical to other CHRB samples)
- Sample Labels (Use NC labels for Pre-race/OOCT; use track labels for post-race)

Hair Sample Requirement:

- A new pair of gloves for collecting each sample should be used so as to avoid cross contamination between horses.
- Approximately one pencil-width of mane hair should be pulled, 10cm (4" ≈ hand width) in length.
- Take sample from the underside of the mane, midway between the withers and poll.
- Pull (break) hairs as close to root as possible.

Identification

Identification and Chain of Custody are to be conducted in a manner identical to standard CHRB test procedures.

The horse is to be identified by name and tattoo number, or by direct comparison to official markings. The simplest approach is to have the trainer's representative or groom should raise the lip to check the tattoo.

Collection personnel should not touch the mucous membranes of the horse, except with clean disposable gloves.

Procedure:

1. Put on clean pair of gloves.
2. Swab the section of the mane to be sampled with alcohol
3. Flip mane over and take required quantity of hairs from underside.
4. One 'pull' (approximately one pencil-width) should provide sufficient hair for testing. Mane hairs are easily broken off in smaller sections near mane root. While holding pencil sized sample, pull in other hand.
5. Place hairs carefully in bottom of urine jar or comparable evidence container, and seal container with label. Trainer's representative should initial the label with a Sharpie or similar permanent ink marker. Note: Gloves can be inverted over the hairs and placed with the hairs inside the jar.
6. Discard used gloves if not included with the hair sample.

Chain of Custody:

Chain of Custody procedures are to be identical to CHRB procedures.

- The trainer's representative/witnesses is to observe the sample being pulled and placed in the jar, and sealing process.
- That representative/witness is to initial the evidence seal on the sample jar, and sign the Acknowledgement of Hair Test Sample.
- Samples are to be kept under direct control of the individual collecting the samples until they are turned over to the CHRB sample custodian.

Submission:

Hair test samples are to be submitted to Maddy Lab with all other CHRB test samples.

Green sheets are to be sent to the Split Sample Custodian.

"Hair" is to be noted/designated on all paperwork and shipping invoices (CHRB-38 or Los Alamitos equivalent), as well as the Green sheet (CHRB-37 or Los Alamitos equivalent).

If the Hair sample has a label number different than the blood and/or urine samples, please note which Hair sample goes with which blood and urine sample pair, when the latter samples are taken contemporaneously.

The Los Alamitos modified Green Sheet form CHRB-37 is to be maintained at Los Alamitos. Do not send it to the CHRB.

Los Alamitos Hair test samples are to be shipped with official CHRB samples in the evidence containers supplied by the Maddy Lab, under the same chain of custody as CHRB official samples.

Note: If such Hair test samples are collected at Los Alamitos by someone other than a CHRB representative, such samples must also be shipped using either the Los Alamitos modified form or CHRB-38. The Lab will need such information to ensure proper billing and reporting.

Lastly, please also note that, scientifically, the contemporaneous collection of split samples is not essential to the accuracy of such Hair testing, as additional hair samples can be collected from the subject horse if an additional split sample test analysis is subsequently warranted.

Exhibit E

2023 Simulcast Wagering Locations

Referenced as item 12 of LARC CHRB application

3rd Party Lasix Administration Agreement

This 3rd Party Lasix Administration Agreement (this "Agreement") is entered into as of 21 December, 2022 ~~, 2023~~ (the "Effective Date") by and between Los Alamitos Race Course (LARC), and Pacific Coast Quarter Horse Racing Assoc. (PCQHRA).

Recitals

A. CHRB Rule 1845 requires that the Parties enter into an agreement to provide for Race-day furosemide administration,

B, CHRB Rule 1845 further requires that the agreement describe LARC's program for the administration of race day furosemide, the minimum level of staffing necessary to carry out the program, and the projected costs to horsemen for such administration.

C. The Parties intend for this Agreement to comply with and satisfy the requirements of CHRB Rule 1845.

. Agreement

With reference to the foregoing Recitals, which are hereby incorporated by reference, and in exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, LARC and PCQHRA to hereby agree as follows:

l. Term. This Agreement shall take effect on **December 21, 2022** and shall continue through **December 19, 2023** (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 LARC (on a per administration basis) an amount equal to ====: Thirty-five dollars ($=35) for the administration of race day furosemide to such owner's horse ("Lasix Administration Fee"). The Paymaster of Purses will deduct the Lasix Administration Fee from such owner's purse account and remit it to LARC. 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 LARC. LARC 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 PCQHRA.

3. Number of Veterinarians and Technicians. LARC shall initially hire one (1) furosemide veterinarian and three (1) furosemide veterinary technicians to administer the race day furosemide. The furosemide veterinary technicians shall report to the furosemide

Veterinarian. If LARC decides, after consultation with the PCQHRA that additional furosemide veterinarians or furosemide veterinary technicians are necessary for the proper and orderly administration of race day furosemide, LARC 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 owner does hereby consent to the procedures set forth in this Agreement and agrees that the pre-race examination conducted under the direction of the official veterinarian or racing veterinarian shall constitute a veterinary-client-patient relationship within the meaning of 16 CCR 2032.1.

b. The syringe used to administer the furosemide shall be placed in an evidence/ biohazard tamper-proof bag which will be sealed in front of the witnesses. The witnesses shall sign the sealed evidence/ biohazard tamper-proof bag. The sealed and signed evidence/ biohazard tamper-proof bag containing the syringe will be delivered to the CHRB.

c. Additional terms and conditions of the Race Day Lasix Administration Program are attached as Exhibit A and Exhibit B which are hereby incorporated into this Agreement.

5. PCQHRA Covenants.

a. The PCQHRA covenants that it will take all steps necessary to ensure that all owners and 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 owner to comply with in order to effectuate the purpose of this Agreement.

6. Miscellaneous.

a. Entire Agreement; This Agreement, including the Exhibit, contains the entire understanding of the Parties relating to the subject matter hereof, supersedes any and all prior or contemporaneous agreements or understandings, either oral or written, and

may not be changed or terminated orally. Except as specifically provided herein, this Agreement may be amended only by a writing signed by the Parties.

b. Applicable Law. This Agreement, including all matters of construction, validity, and performance, shall be governed, construed, and enforced in accordance with the laws of the State of California, as applied to contracts executed and to be fully performed in California by citizens of California and without reference to principles of conflicts of law. Venue of any action arising out of this Agreement shall be heard first in an applicable state court of California and absent jurisdiction in such state, then in the applicable federal court of California.

c. Waiver; Remedies. The failure by one Party to require performance of any provision of this Agreement shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver by one Party of a breach by the other Party be considered a waiver of any or all subsequent breaches by the breaching Party. All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the Parties, whether provided by law, equity, statute, 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. LARC and PCQHRA 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. The provisions of this Agreement are not intended to be for the benefit of, or enforceable by, any patty other than LARC and PCQHRA. Except for LARC and PCQHRA, no person shall have any right to rely upon or enforce any of the terms and provisions of this Agreement other than the indemnification obligations set forth in this Agreement.

[Signatures follow]

The Parties have entered into this Agreement as of the date first written above.

LARC

By: [signature]
Name: Edward Allred
Title: CEO

PCQHRA

By: [signature]
Name: VINCENT P. GENCO
Title: PRESIDENT

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.

Recoverable Signature

X Cathy Monji

Signature

Signed by: d9772a38-f83f-4748-a31f-9504fdddb83c

Print Name	Print Title	Date

applicable, which remain in effect for the entire term of the meeting, except as follows (if no exceptions, so state): no exceptions

F. Absent natural disasters or causes beyond the control of the association, its service contractors, concessionaires, or horsemen participating at the meeting, no reasons are believed to exist that may result in a stoppage to racing at the meeting or the withholding of any vital service to the association, except as follows (if no exceptions, so state): no exceptions

NOTICE TO APPLICANT: Pursuant to CHRB Rule 1870 and Rule 1871, the CHRB shall be given fifteen (15) days' notice in writing of any intention to terminate a horse racing meeting or the engagements or services of any licensee, approved concessionaire, or approved service contractor.

24. CERTIFICATION BY APPLICANT

I hereby certify under penalty of perjury that I have examined this application, that all of the foregoing statements in this application are true and correct, and that I am authorized by the association to attest to this application on its behalf.

Recoverable Signature

X Cathy Monji

Signature

Signed by: d9772a38-f83f-4748-a31f-9504fdddb83c

Cathy Monji	President	10-11-22
Print Name	Print Title	Date

Agenda Item 12

STAFF ANALYSIS
DISCUSION AND ACTION BY THE BOARD REGARDING THE DISTRIBUTION OF RACE DAY CHARITY PROCEEDS OF LOS ALAMITOS QUARTER HORSE RACING ASSOCIATION, FROM ITS 2021 RACE MEETING, IN THE AMOUNT OF $15,083, TO FOUR BENEFICIARIES

Regular Board Meeting
November 22, 2022

ISSUE

Los Alamitos Quarter Horse Racing Association (LAQHRA) is requesting approval to distribute race day charity proceeds generated at its 2020-21 racing meet from December 26, 2020, to December 19, 2021. From the net race day charity proceeds LAQHRA is proposing a total distribution of $15,083. The charitable organizations selected and amounts to be distributed are listed on the attachment. Staff notes that 100 percent of the proposed charity distributions are made to equine related charity organizations.

BACKGROUND

Business and Professions Code section 19550 states the Board shall require each licensed racing association that conducts 14 or less weeks of racing to designate three racing days, and each licensed racing association that conducts more than 14 weeks of racing to designate five racing days during any one meeting, to be conducted as charity days by the licensee for the purpose of distribution of the net proceeds there from to beneficiaries through the distribution agent. No racing association shall be required to pay to a distributing agent for the purpose of distribution to beneficiaries more than an amount equal to two-tenths of one percent of the association's total on-track handle on live races conducted by the association at the meeting. Business and Professions Code section 19555 requires that proceeds are to be distributed to beneficiaries within 12 calendar months after the last day of the meet during which charity days were conducted. Business and Professions Code section 19556 provides that the distributing agent shall make the distribution to beneficiaries qualified under this article. At least 30 percent of the distribution shall be made to charities associated with the horse racing industry. An additional five percent shall be paid to a welfare fund and another five percent shall be paid to a nonprofit corporation, the primary purpose of which is to assist horsemen and backstretch personnel who are being affected adversely as a result of alcohol or substance abuse. In addition to the above distributions, a separate 20 percent shall be made to a nonprofit corporation or trust, the directors or trustees of which shall serve without compensation except for reimbursement for reasonable expenses, and which has as its sole purpose the accumulation of endowment funds, the income on which shall be distributed to qualified disabled jockeys.

RECOMMENDATION

This item is presented for Board discussion and action.

CHRB ANALYSIS

Los Alamitos Quarter Horse Racing Association Race Meet Charity Day Proceeds
December 26, 2020, through December 19, 2021

#	Nonprofit Organization	Amount	Proposed Disbursement Percentage	Percentage Required By Horse Racing Law (from the 2/10 of 1%)	Notes
1	Permanently Disabled Jockeys Fund	$ 4,000.00	27%	minimum of 20%	d
2	CARMA	5,000.00	33%		a
3	Winners Foundation	5,000.00	33%	minimum of 5%	c
4	Quarter Horse Benevolent Charity Foundation	1,083.00	7%	minimum of 5%	b
	Total	$ 15,083.00	100%		e
	Notes				
	a	30% to charities associated with the horse racing industry (B&P 19556 (b))			
	b	5% to welfare fund for backstretch personnel (B&P 19641 (b))			
	c	5% to nonprofit organization to assist horsemen and backstretch personnel affected by alcohol and substance abuse(B&P 19556 (b))			
	d	20% to nonprofit organization that benefits qualified disabled jockeys (B&P 19556 (c)(1))			
	e	overall a minimum of 60% of the charity distribution should go to horse racing industry related nonprofit organizations.			

Los Alamitos
QUARTER HORSE RACING ASSOCIATION

August 24, 2022

Mr. Scott Chaney
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

Dear Mr.Chaney :

The statutory charitable contribution from our 2021 Los Alamitos Quarter Horse Racing Association race meet was $15,083. The meet ran from December 26, 2020 to December 19, 2021. Accordingly, we respectfully request CHRB approval to make the following distributions:

Permanently Disabled Jockeys Fund	$ 4,000
CARMA	5,000
Winners Foundation	5,000
Quarter Horse Benevolent Charity Foundation	1,083
Total	$ 15,083

The Permanently Disabled Jockey's Fund provides financial assistance to former jockeys who have suffered catastrophic on-track injuries. It works with industry and medical research groups to improve the safety of both the human and equine athlete.

The California Retirement Management Account ("CARMA") provides a range of services to former racehorses in need of rehabilitation toward retirement or placement in a new career.

The Winners Foundation is a support and referral service for employees and family members of the industry whose lives are affected by alcohol, drugs, mental illness, and gambling related problems.

4961 Katella Avenue • Los Alamitos, CA 90720 • *phone* 714-820-2800 • *fax* 714-820-2820

The Quarter Horse Benevolent Charity Foundation welfare fund provides for the physical, social, educational and emotional needs for backstretch employees and family members.

All proposed beneficiaries are industry related charities. I would be pleased to discuss any questions or comments the Board may have.

Sincerely,

Richard M. English

c/c C Alameda

Agenda Item 13

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR APPROVAL TO CONDUCT ADVANCE DEPOSIT WAGERING (ADW) OF LIEN GAMES RACING, LLC, DBA OFFTRACKBETTING.COM, FOR AN OUT-OF-STATE MULTI-JURISDICTIONAL WAGERING HUB, FOR A PERIOD OF UP TO TWO YEARS.

Regular Board Meeting
November 22, 2022

An approved out-of-state advance deposit wagering (ADW) provider may accept wagers from California residents on races conducted by an association or fair if an agreement is executed that allows said wagers, and the appropriate horsemen's organization approves the agreement. Such agreements and horsemen's approvals are submitted by the association or fair as part of its race meet application.

Breeds of racing on which wagers will be accepted from California residents on races conducted **out-of-state:** Standardbred (Harness) and Thoroughbred (if hub agreement provided).

Required Information	Status	Comments	CHRB Rule/Law
Surety Bond	☒ Accepted ☒ Follow Up Required ☐ Outstanding	Term of $500,000 surety bond starts 12/31/2021 and ends 01/01/2023. Pending renewal, in process with surety company.	Rule 2072(b)
Financial Statements	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Received 10/3/22. Reviewed 10/11/22.	Rule 2072(e)
Profit & Loss Statements for California Operations	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Received 10/3/22. Reviewed 10/11/22.	Rule 2072(e)
Business Plan	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Received 10/3/22.	Rule 2072(e)
Plan of Operation	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Received 10/3/22.	Rule 2073
Security Access Policy	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Received 10/3/22.	Rule 2072(c)

Hub Agreements	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Not required for approval of application. Standardbred hub agreement valid through June 30, 2023.	BPC sec 19604(b)(2)(B)
Provide Copy of Hub Agreements to Horsemen's Organizations	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Required only if hub agreement excludes horsemen's organization. N/A	BPC sec 19604(b)(2)(D)
Provide Written Notice of Host & Hub Fees to Racing Associations & Fairs	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Required only if hub agreement excludes association/fair. N/A	BPC sec 19604(b)(2)(E)
Other - Management Personnel Licenses	☒ Accepted ☒ Follow Up Required ☐ Outstanding	Kathy Mawicke new license in process.	Rule 1481(b)(6)
Other - Officers and Directors Licenses	☒ Accepted ☐ Follow Up Required ☐ Outstanding	All officer and director licenses valid for term of renewal	Rule 1481(b)(2)
Other - Totalizator Contract	☒ Accepted ☒ Follow Up Required ☐ Outstanding	Contract with AmTote International expires 12/31/22. Renewal is in process.	

RECOMMENDATION: Staff recommends approval of the application as submitted. The application satisfactorily meets all requirements for approval.

Lien Games Racing LLC
404 4th Avenue North, Suite 200
Fargo, North Dakota 58102

October 28, 2022

California Horse Racing Board
1010 Hurley Way
Suite 300
Sacramento, California
95825

Re: 2023-2024 Application

To the Board,

You had requested an explanation of any documents which were not submitted by October 28, 2022. At this point, the only document not submitted is the extension of our Surety Bond. It currently expires on January 1, 2023. Our Surety company has informed us that they do not process extensions earlier than 60 days prior to the expiration of the Bond. As a result, they won't process an extension until November 1, 2022. The request to extend is already with the Surety company. We fully expect to have the extension issued by the CHRB Meeting on November 17, 2022.

During the review of this year's renewal Application, you had requested that Kathy Mawicke obtain individual licensing in California. As a result, Ms. Mawicke has already sent the Application and has scheduled an appointment for fingerprinting for October 31, 2022. We expect that the investigation process will be completed shortly, as Ms. Mawicke has previously undergone licensing review in North Dakota.

We appreciate your accommodation of completion of these open items and would request that you keep Lien Games Racing on the November 17, 2022 Agenda for consideration of approval.

Respectfully,

Lien Games Racing LLC

STATE OF CALIFORNIA
CALIFORNIA HORSE RACING BOARD (CHRB)
APPLICATION FOR APPROVAL TO CONDUCT ADVANCE DEPOSIT WAGERING
CHRB-133 (Rev. 02/19)

Application is made to the CHRB for approval to conduct Advance Deposit Wagering in accordance with the California Business and Professions Code and CHRB Rules and Regulations (Rule) and the provisions of the Interstate Horseracing Act, 15 U.S.C. 3001 to 3007.

NOTICE – By submitting the Application the out-of-state Applicant consents to the jurisdiction of California courts and the application of California law as to all California wagers and operations.

Application must be filed not later than 90 days in advance of the date scheduled to conduct Advance Deposit Wagering and must be accompanied by a bond from a surety company admitted in the state of California or other form of financial security in the amount of $500,000.

1. OUT-OF-STATE MULTI-JURISDICTIONAL WAGERING HUB (out-of-state Hub)

A. Name, mailing address, telephone and fax numbers:

Lien Games Racing LLC
404 4th Avenue North, Suite 200
Fargo, North Dakota 58102
(P.O. Box 1029, Fargo, ND 58107-1029)
218-422-9004 Voice, 866-500-5764 Fax

B. Name, title, license number and racing jurisdiction where licensed for all management personnel. Identify which management staff is responsible for California operations:

NOTICE: Rule 1481 provides that all management personnel responsible for California operations must hold a CHRB license.

Name and title	Racing Jurisdiction Where Licensed	License Number	Responsible for California Operations
Kevin J. Hall	North Dakota	CA 308938	X Yes ☐ No
Kathy Mawicke	North Dakota	CA Applied For	X Yes No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No

C. Name, title and mailing address of the California agent for receipt of service of process:

Adam Humphrey, Senior Accountant
Potent Systems LLC
625 Shrader Street, Suite 1
San Francisco, California 94117

CHRB CERTIFICATION

Application received: 10/3/22 **Hearing date: 11/17/22**
Reviewed: YG **Approval date:**

D, Attach the contract with the California racing association or fair and the required horsemen's approval under the Interstate Horseracing Act that permits you to provide Advance Deposit Wagering services and identify the amount of the market access fee to be paid to the California racing association or fair for access to the California market for wagering purposes.

See Tab 3 for Harness Hub Agreement with Watch and Wager. Lien Games Racing is currently pursuing a Thoroughbred Hub Agreement and will be supplied to the Board upon receipt. Lien Games Racing understands that no wagering on out-of-state thoroughbred tracks may be offered to California customers until a thoroughbred Hub Agreement is obtained.

See Tab 4 for Simulcast contracts with California racetracks on which wagering is currently being offered outside of California, in accordance with the Interstate Horseracing Act.

2. DATES OF OPERATION

A. Dates Advance Deposit Wagering will be conducted:

Advance Deposit Wagering on breeds will be offered to California customers when Hub Agreements are obtained for the respective breeds. Currently, wagering is offered on harness race tracks only, as no Hub Agreement has been obtained for thoroughbred nor quarter horse wagering.

B. Hours Advance Deposit Wagering will be conducted:

Wagering is offered every day of the year, with wagering each day beginning prior to the first race offered for the day and concluding with the start of the last race offered for the day.

3. BUSINESS STRUCTURE

A. ☐ Corporation (complete subsection B)
☒ LLC (complete subsection C)
☐ Other (specify, and complete subsection D)

Complete the applicable subsection

B. CORPORATION

1. Registered name of the corporation:

2. State where incorporated:

3. Registry or file number for the corporation:

4. Name and CHRB license number of all officers and directors. Include titles, and the number of shares of the corporation held by each:

5. Names (true names) of all persons, **other than the officers and directors listed above,** that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each. Include each person's CHRB license number (Notice: per Rule 1481, all persons that hold 5% or more of outstanding shares must hold a CHRB license):

6. Number of outstanding shares in the corporation:

7. Are the shares listed for public trading? ☐ Yes ☐ No
   If yes, on what exchange and how is the stock listed:

8. Name of the custodian of the list of shareholders and/or the transfer agent for the share holdings of the corporation:

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:

10. Attach the prior two years' annual financial statements for the corporation, including balance sheets and profit and loss statements, and a copy of all reports issued during the preceding 24 months to shareholders in the corporation and/or the Securities and Exchange Commission and/or the corresponding state where you registered your corporation.

11. Applicants not previously licensed by the CHRB to conduct ADW, proceed to subsection 12. Applicants previously licensed by the CHRB to conduct ADW: Attach the prior two years' annual profit and loss statements for the California ADW operations only. Include the methodology used to determine the cost allocation for the profit and loss statements.

12. Attach a business plan to include a detailed budget that shows anticipated revenue, expenditures and cash flow by month projected for the term of the approval.

C. LLC

1. Registered name of the LLC:

   Lien Games Racing LLC

2. State where articles of organization are filed:

   North Dakota

3. Registry or file number for the LLC:

   North Dakota ID: 21381200, North Dakota SOS Control ID # 0000081084

4. Name and CHRB license number of all officers and directors. Include titles, and the

number of shares of the LLC held by each:

Kevin J. Hall, President, holds California License 308938. Kevin J. Hall owns .01% of Lien Games Racing LLC and 100% of K2 Investments, which owns 99.99% of Lien Games Racing LLC

Kathy Mawicke, Secretary/Treasurer, California licensing application submitted (no ownership interest).

5. Names (true names) of all members, **other than the officers and directors listed above**, that hold 5% or more of the outstanding shares in the LLC and the number of shares held by each. Include each person's CHRB license number (Notice: per Rule 1481, all persons that hold 5% or more of outstanding share must hold a CHRB license.):

   None,

6. Are the shares listed for public trading? ☐ Yes ☒ No
   If yes, on what exchange and how is the stock listed:

7. 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:
   K2 Investments LLC owns 99.99% of Lien Games Racing LLC. Kevin Hall owns 100% of K2 Investments LLC.

8. Attach the prior two years' annual financial statements for the LLC, including balance sheets and profit and loss statements, and a copy of all reports issued during the preceding 24 months to shareholders in the LLC and/or the Securities and Exchange Commission and/or the corresponding state where you registered your corporation.
   See Tab 5 for 2020, 2021 and 2022 YTD financial statements. No reports provided to shareholders, or to federal or state securities commissions.

9. Applicants not previously licensed by the CHRB to conduct ADW, proceed to subsection 10. Applicants previously licensed by the CHRB to conduct ADW: Attach the prior two years' annual profit and loss statements for the California ADW operations only. Include the methodology used to determine the cost allocation for the profit and loss statements.
   Lien Games Racing has been licensed by the CHRB since 2013, and conducted operations in California from 2013 through March 2018. California operations resumed in November, 2020. Accordingly, California operations profit and loss statements for 2020 and 2021 are attached at Tab 5.

10. Attach a business plan to include a detailed budget that shows anticipated revenue, expenditures and cash flow by month projected for the term of the approval. Business Plan attached as Tab 6, which is submitted with the understanding that it contains proprietary and confidential information and is requested to be kept confidential by the Board.

D. OTHER

1. Name(s) of partners/sole proprietor:

2. If a partnership, attach partnership agreement.

3. Attach the prior two years' annual financial statements for the partnership/sole proprietor. Include balance sheets and profit and loss statements, and a copy of all reports issued during the preceding 24 months to shareholders and/or the Securities and Exchange Commission and/or the corresponding state where you registered your corporation.

4. Applicants not previously licensed by the CHRB to conduct ADW, proceed to subsection 5. Applicants previously licensed by the CHRB to conduct ADW: Attach the prior two years' annual profit and loss statements for the California ADW operations only. Include the methodology used to determine the cost allocation for the profit and loss statements.

5. Names of all officers and directors, titles, and the number of shares of the LLC held by each:

6. Attach a business plan to include a detailed budget that shows anticipated revenue, expenditures and cash flow by month projected for the term of the approval.

4. ESTABLISHING ADVANCE DEPOSIT WAGERING ACCOUNTS – must comply with Rule 2074.

A. List the procedures to establish an Account:

All accounts are initiated online before any wagering is conducted. Accounts for California residents will only be established in the name of a natural person and will be non-transferable. Individuals will be required to self-certify that they are not prohibited from wagering under Rule 1980. Information required to establish an Account will include: (1) account holder's full legal name, (2) principal residence address, (3) telephone number, (4) Social Security number or last 4 digits of Social Security number, (5) identification or certification to prove the account holder is at least 18 years of age, and (6) whether the account holder wants to use a credit card to make deposits to their account. Lien Games Racing LLC will employ electronic verification with respect to each account holder's name, principal residence address, date of birth and Social Security number at the time account is established, using IDology or Veratad. An account will not be activated if the information supplied is untrue or incomplete. When established, Lien Games Racing LLC will designate an account number for each account. The number will not be changed unless the account holder is informed prior to any change. The account holder will select or be assigned a unique user name or number to use to access their account, along with a password. Lien Games Racing LLC will inform the account holder of the assigned account number and provide a copy of its Advance Deposit Wagering procedures, terms and conditions as well as information that pertains to the operation of the Account. Lien Games Racing LLC will comply with Internal Revenue Service (IRS) requirements for reporting and withholding proceeds from Advance Deposit Wagers by account holders and shall provide to account holders who are subject to IRS reporting or withholding, a Form W2-G summarizing the information for tax purposes. Upon written request, Lien Games Racing LLC will provide account holders with summarized tax information on Advance Deposit Wagering activities.

B. If an application form is used to establish an Account attach a copy of the form.

All registrations are performed online and no forms are utilized which are to be sent in.

C. Name and address of the third party you will use to verify identity, residence and age verification:

Either IDology, headquartered at 2018 Powers Ferry Road, Suite 720, Atlanta, Georgia 30339 (www.idology.com), Veratad Technologies LLC's Age and Identity Solution, located at 500 Frank W. Burr Boulevard, Teaneck, New Jersey 07666, or Tsevo, 1121 Delano St, Suite 200, Hpuston, Texas 77003 is used to verify identity, residence and age.

5. OPERATION OF ADVANCE DEPOSIT WAGERING ACCOUNTS – must comply with Rule 2073.

A. Submit a copy of your plan for operation.

Plan of Operation of Advance Deposit Wagering Accounts, attached at Tab 7.

B. List the type of deposits you will accept:

Credit Cards: Visa and Mastercard
Electronic Checks: Customers can have deposits debited from their checking account and credited to their wagering account (ACH). Customers can also use Zelle, offered by over 900 banks, which permits bank to bank transfers to be completed within minutes.
PayNearMe and Green Dot MoneyPak: Customers can visit a variety of retailers throughout California, including CVS, Family Dollar and 7Eleven, where they can pay cash and a convenience fee, for which they will receive a unique code, which funds can then be credited to their wagering account.
Cryptocurrency can be exchanged for US Dollars for deposits through TripleA Technologies' Gateway.
Walk-Up Deposits: Customers can make deposits at Bank of America and Wells Fargo, which are then credited to their wagering account.
Wire transfers, Paper Checks and Money Orders.

C. Identify any fees or transaction-related charges and the amount that will be assessed:

There are no fees or charges imposed by Lien Games Racing LLC in connection with submitting wagers, or when making a deposit using PayNearMe, Green Dot MoneyPak, walk-up bank deposit, paper check, or electronic check (fees are charged by PayNearMe and Green Dot). There is a $5.00 fee when depositing using Zelle, which is waived for deposits greater than $25. There is a 4.5% fee charged by Lien Games, with a minimum fee of $5.00, when making a deposit using a credit card to OffTrackBetting.com. There is a $20.00 fee for processing wire transfer deposits of less than $1,000.00.

6. SECURITY ACCESS

A. Attach your security access policy and safeguards pursuant to Business and Professions Code section 19604(c)(2). Policy must include the following:

Security Access Policy and Safeguards, attached at Tab 8.

1. Description of the technology to ensure identity, residence, and age verification when an Account is established:

2. Description of the technology to ensure confidentiality of the Means of Personal Identification:

3. Methods and locations available for Account Holders to withdraw funds from their Account:

4. If the Advance Deposit Wagering records will be maintained at a site other than the out-of-state Hub provide the name, address, telephone and fax numbers and the hours of operation:

7. PARI-MUTUEL

A. Name, address and telephone number of the pari-mutuel audit firm:
CHRIMS, 6801 Koll Center Parkway, Suite 140, Pleasanton CA 94566
Phone: (925) 307-7020, Fax: (925) 803-8168
CHRIMS provides auditing services to the North Dakota Racing Commission, which includes an audit of Lien Games Racing's wagering reports submitted to and pari-mutuel taxes paid to North Dakota.

B. Type(s) of pari-mutuel or totalizator equipment to be used and the simulcast organization, name of the entity supplying equipment, and expiration date of the service contract:
Totalizator services and equipment supplied by Amtote International, 11200 Pepper Road, Hunt Valley, MD 21031, (904) 278-9077, under contract expiring on December 31, 2022. It is likely that the Amtote contract will be extended. In any case, however, Lien Games will have a tote agreement in place for the period beginning January 1, 2023. In addition, Potent Systems, Inc. under contract with an expiration date of December 31, 2024, provides technology which interfaces between the consumer and Amtote's wagering hub. In essence, such technology provides the web pages and mobile apps that the consumer sees when they go to a website or app operated by Lien Games, and then such technology communicates with Amtote for the placement of consumer wagers. It is the software in the "middle" between the consumer and the tote.

C. List the locations of the racing venues on which Advance Deposit Wagering will be accepted:
See Tab 9 for list of tracks on which wagering will be offered to California customers, with a notation on those tracks for which Lien Games Racing is currently precluded from offering wagering to California customers under its Agreement with Monarch Content Management.

NOTICE – The pari-mutuel system used must use a device or combination of devices authorized and operated exclusively for placing, receiving, or otherwise making a wager and by which a person must subscribe to in order to place, receive or otherwise make a wager; an effective customer and age verification system and the appropriate data security standards to prevent unauthorized access by any person who has not subscribed or who is under the age of 18.

8. CONTRACTS AND AGREEMENTS

A. List name and address of all organizations you will contract with to facilitate Advance

Deposit Wagering that are not provided in other sections of this application:

Thoroughbred Data: Equibase Company LLC
Harness Data: Trackmaster (AXCIS Information Network, Inc.)
Thoroughbred Data: TrackData Systems
Technology and Marketing:
Potent Systems LLC, 7750 Okeechobee Blvd, Suite 4-3020, West Palm Beach, FL 33411
Technology and Marketing for OffTrackBetting.com:
Kernel Systems LLC, 220 Emerald Vista Way, #245, Las Vegas, NV 89144
Communications and Video Streaming: Roberts Communications

B. List each contract or agreement to facilitate Advance Deposit Wagering that is not finalized and signed:

1. Thoroughbred Hub Agreement to accept wagers on out-of-state thoroughbred races, not required for CHRB Approval, but is required for wagering on thoroughbred races.

2. Quarter Horse Hub Agreement to accept wagers on out-of-state quarter horse racesnot required for CHRB Approval, but is required for wagering on quarter horse races.

3. Bond Extension beyond January 1, 2023.

9. ADVERTISING

Name and address of the advertising agency you will use:

None.

10. CERTIFICATION

I hereby certify under penalty of perjury that I have examined this Application, that all the foregoing statements in this Application are true and correct, and that I am authorized to attest to this Application.

X _____
Signature

Kevin J. Hall	President	10-2-22
Print Name	Print Title	Date

Agenda Item 14

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR APPROVAL TO CONDUCT ADVANCE DEPOSIT WAGERING (ADW) OF GAME PLAY NETWORK, INC., FOR AN OUT-OF-STATE MULTI-JURISDICTIONAL WAGERING HUB, FOR A PERIOD OF UP TO TWO YEARS.

Regular Board Meeting
November 22, 2022

An approved out-of-state advance deposit wagering (ADW) provider may accept wagers from California residents on races conducted by an association or fair if an agreement is executed that allows said wagers, and the appropriate horsemen's organization approves the agreement. Such agreements and horsemen's approvals are submitted by the association or fair as part of its race meet application.

Breeds of racing on which wagers will be accepted from California residents on races conducted **out-of-state:** Quarter Horse, and Standardbred (harness), Thoroughbred (if hub agreements submitted).

Required Information	Status	Comments	CHRB Rule/Law
Surety Bond	☒ Accepted ☒ Follow Up Required ☐ Outstanding	Term of $500,000 letter of credit starts 12/21/21 and ends 01/09/23.	Rule 2072(b)
Financial Statements	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Review of financials completed on 10/06/22.	Rule 2072(e)
Profit & Loss Statements for California Operations	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Review of profit and loss statements completed on 10/06/22.	Rule 2072(e)
Business Plan	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Received on 10/03/22.	Rule 2072(e)
Plan of Operation	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Received on 10/03/22.	Rule 2073
Security Access Policy	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Received on 10/03/22.	Rule 2072(c)

Hub Agreements	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Not required for approval of application. Quarter horse hub agreement is valid 12/23/22 through 12/21/24. Standardbred (harness) and Thoroughbred hub agreements are in progress.	BPC sec 19604(b)(2)(B)
Provide Copy of Hub Agreements to Horsemen's Organizations	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Required only if hub agreement excludes horsemen's organization. Confirmation that copy was provided to Pacific Coast Quarter Horse Racing Association was received.	BPC sec 19604(b)(2)(D)
Provide Written Notice of Host & Hub Fees to Racing Associations & Fairs	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Required only if hub agreement excludes association/fair. N/A	BPC sec 19604(b)(2)(E)
Other – Management Personnel Licenses	☒ Accepted ☒ Follow Up Required ☐ Outstanding	Licenses requiring renewal prior to beginning of approval term: • David Marshall, exp. 11/13/22; • Russell Fine, exp. 11/13/22; • Gary McAdam, exp. 11/13/22; • Kurt Brendlinger, exp. 11/13/22; • Gary Jacobs, exp. 11/13/22; • Christina MacArthur, in process.	Rule 1481(b)(6)
Other - Officers and Directors Licenses	☒ Accepted ☐ Follow Up Required ☐ Outstanding	All officer and director licenses valid for term of renewal	Rule 1481(b)(2)
Other - Totalizator Contract	☒ Accepted ☒ Follow Up Required ☐ Outstanding	Contract with AmTote International expires 05/11/23.	

RECOMMENDATION: Staff recommends approval of the application as submitted. The application satisfactorily meets all requirements for approval.

STATE OF CALIFORNIA
CALIFORNIA HORSE RACING BOARD (CHRB)
APPLICATION FOR APPROVAL TO CONDUCT ADVANCE DEPOSIT WAGERING CHRB-133 (Rev. 02/19)

Application is made to the CHRB for approval to conduct Advance Deposit Wagering in accordance with the California Business and Professions Code and CHRB Rules and Regulations (Rule) and the provisions of the Interstate Horseracing Act, 15 U.S.C. 3001 to 3007.

NOTICE – By submitting the Application the out-of-state Applicant consents to the jurisdiction of California courts and the application of California law as to all California wagers and operations.

Application must be filed not later than 90 days in advance of the date scheduled to conduct Advance Deposit Wagering and must be accompanied by a bond from a surety company admitted in the state of California or other form of financial security in the amount of $500,000.

1. OUT-OF-STATE MULTI-JURISDICTIONAL WAGERING HUB (out-of-state Hub)

A.e Name, mailing address, telephone and fax numbers: .e

Name: Game Play Network, Inc.
Mailing Address: 10866 Wilshire Blvd., Suite 700, Los Angeles, CA 90024
Phone: (503) 350-0231
Fax: (503) 214-8101

B.e Name, title, license number and racing jurisdiction where licensed for all managemente personnel. Identify which management staff is responsible for California operations: **NOTICE:** Rule 1481 provides that all management personnel responsible for California operations must holde a CHRB license.e

Please refer to Exhibit 1B – Licensed Management Personnel

C.e Name, title and mailing address of the California agent for receipt of service of process:e

Russell Fine, President
Game Play Network, Inc.
10866 Wilshire Blvd, Suite 700, Los Angeles, CA 90024

D.e Attach the contract with the California racing association or fair and the required horsemen'se approval under the Interstate Horseracing Act that permits you to provide Advance Deposite Wagering services and identify the amount of the market access fee to be paid to the Californiae racing association or fair for access to the California market for wagering purposes.e

Please refer to Exhibit 1D – Hub Agreements

CHRB CERTIFICATION

Application received: 10/3/22
Reviewed: NLG
Hearing date: 11/17/22
Approval date:

2. DATES OF OPERATION

A. Dates Advance Deposit Wagering will be conducted: **January 1, 2023 through December 31, 2024**

B. Hours Advance Deposit Wagering will be conducted:
Schedule varies based on availability of racing content. Call center operation times are 24 hours a day, 7 days a week, 365 days a year. Normal days of operation are Monday through Sunday.

3. BUSINESS STRUCTURE

A. ☒ **Corporation (complete subsection B)**

☐ LLC (complete subsection C)

☐ Other (specify, and complete subsection D)

Complete the applicable subsection

B. CORPORATION

1. Registered name of the corporation:
Game Play Network, Inc.

2. State where incorporated:
Delaware

3. Registry or file number for the corporation:
0001560325

4. Name and CHRB license number of all officers and directors. Include titles, and the number of shares of the corporation held by each:
Please refer to Exhibit 3B4 – Officers and Directors

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. Include each person's CHRB license number (Notice: per Rule 1481, all persons that hold 5% or more of outstanding shares must hold a CHRB license):
Please refer to Exhibit 3B5 – 5% Institutional Investors

6. Number of outstanding shares in the corporation:
29,230,214 Common Shares
187,969 Series A Common
287 Series A Preferred
21,979,066 Series C Preferred
23,164 Series D-1
40,000 Series D Preferred
4,054 Series E Preferred

7. Are the shares listed for public trading? ☐Yes ☒**No**
If yes, on what exchange and how is the stock listed:

8. Name of the custodian of the list of shareholders and/or the transfer agent for the shareholdings of the corporation: **Russell Fine, President**

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: **N/A**

10. Attach the prior two years' annual financial statements for the corporation, including balance sheets and profit and loss statements, and a copy of all reports issued during the preceding 24 months to shareholders in the corporation and/or the Securities and Exchange Commission and/or the corresponding state where you registered your corporation.
Please refer to Exhibit B10 - Financials

11. Applicants not previously licensed by the CHRB to conduct ADW, proceed to subsection 12. Applicants previously licensed by the CHRB to conduct ADW: Attach the prior two years' annual profit and loss statements for the California ADW operations only. Include the methodology used to determine the cost allocation for the profit and loss statements. **Please refer to Exhibit B11 – California P&L Statements**

12. Attach a business plan to include a detailed budget that shows anticipated revenue, expenditures and cash flow by month projected for the term of the approval.
Please refer to Exhibit B12 – Business Plan and Budget

C. LLC – **N/A**

1. Registered name of the LLC:

2. State where articles of organization are filed:

3. Registry or file number for the LLC:

4. Name and CHRB license number of all officers and directors. Include titles, and the number of shares of the LLC held by each:

5. Names (true names) of all members, **other than the officers and directors listed above**, that hold 5% or more of the outstanding shares in the LLC and the number of shares held by each. Include each person's CHRB license number (Notice: per Rule 1481, all persons that hold 5% or more of outstanding share must hold a CHRB license.):

6. Are the shares listed for public trading? ☐Yes ☐No
If yes, on what exchange and how is the stock listed:

7. 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:

8. Attach the prior two years' annual financial statements for the LLC, including balance sheets and profit and loss statements, and a copy of all reports issued during the preceding 24 months to shareholders in the LLC and/or the Securities and Exchange Commission and/or the corresponding state where you registered your corporation.

9. Applicants not previously licensed by the CHRB to conduct ADW, proceed to subsection 10. Applicants previously licensed by the CHRB to conduct ADW: Attach the prior two years' annual profit and loss statements for the California ADW operations only. Include the methodology used to determine the cost allocation for the profit and loss statements.

10. Attach a business plan to include a detailed budget that shows anticipated revenue, expenditures and cash flow by month projected for the term of the approval.

D. OTHER – **N/A**

1. Name(s) of partners/sole proprietor:

2. If a partnership, attach partnership agreement.

3. Attach the prior two years' annual financial statements for the partnership/sole proprietor. Include balance sheets and profit and loss statements, and a copy of all reports issued during the preceding 24 months to shareholders and/or the Securities and Exchange Commission and/or the corresponding state where you registered your corporation.

4. Applicants not previously licensed by the CHRB to conduct ADW, proceed to subsection 5. Applicants previously licensed by the CHRB to conduct ADW: Attach the prior two years' annual profit and loss statements for the California ADW operations only. Include the methodology used to determine the cost allocation for the profit and loss statements.

5. Names of all officers and directors, titles, and the number of shares of the LLC held by each:

6. Attach a business plan to include a detailed budget that shows anticipated revenue, expenditures and cash flow by month projected for the term of the approval.

4. ESTABLISHING ADVANCE DEPOSIT WAGERING ACCOUNTS – must comply with Rule 2074.

A. List the procedures to establish an Account:
Please refer to Exhibit 5A, Supplement 1, Sections 1.10 & 1.11 – Attached

B. If an application form is used to establish an Account attach a copy of the form.
Please refer to Exhibit 5A, Supplement 1(A) from the Operating Plan

C. Name and address of the third party you will use to verify identity, residence and age verification:
Transunion – 555 W Adams, Chicago, IL 60661
Socure, Inc. – 885 Tahoe Boulevard, Suite 11, Incline Village, NV 89451
Nuvei – 1375 N Scottsdale Rd, Suite 400, Scottsdale, AZ 85257

5. OPERATION OF ADVANCE DEPOSIT WAGERING ACCOUNTS – must comply with Rule 2073.

A. Submit a copy of your plan for operation.
Please refer to Exhibit 5A Operating Plan - Attached

B. List the type of deposits you will accept:
Please refer to Exhibit 5A, Supplement 2, Section 1.2.1 for our list of Accepted Deposit Types

C. Identify any fees or transaction-related charges and the amount that will be assessed:
Currently no fees are charged.

6. SECURITY ACCESS

A. Attach your security access policy and safeguards pursuant to Business and Professions Code section 19604(c)(2). Policy must include the following:

1. Description of the technology to ensure identity, residence, and age verification when an Account is established:
   - **Please refer to Exhibit 5A, Section 2.3**
   - **Please refer to Exhibit 5A, Supplement 1, Section 1.11**

2. Description of the technology to ensure confidentiality of the Means of Personal Identification:
   - **Please refer to Exhibit 5A, Section 2.3**

3. Methods and locations available for Account Holders to withdraw funds from their Account:
   - **Please refer to Exhibit 5A, Supplement 2, Section 1.4.1 for our list of Accepted Withdrawal Types**

4. If the Advance Deposit Wagering records will be maintained at a site other than the out-of-state Hub provide the name, address, telephone and fax numbers and the hours of operation:
   - **All records will be maintained at our Oregon Operations Office located at 14725 SW Millikan Way, Beaverton, OR 97006. The customer service toll free number is 844-462-7768. The customer number fax number is (503) 350-0232. The call center office number is (503) 350-0231. Call center hours are 24 hours a day, 7 days a week, 365 a year. Holiday hours will apply based on available racing content.**

7. PARI-MUTUEL

A. Name, address and telephone number of the pari-mutuel audit firm:
RBSM Audit Partner
101 Larspur Landing Circle, Suite 321
Larkspur, CA 94939
Office: 415-448-5061

S. Sam Berde Partner, CPA
101 Larspur Landing Circle, Suite 321
Direct: 917-229-4692

B. Type(s) of pari-mutuel or totalizator equipment to be used and the simulcast organization, name of the entity supplying equipment, and expiration date of the service contract:
GPN has two totalizator vendors:
1. **Amtote International, Inc. – contract expiration date: May 11, 2023**
2. **iNeda LTD. – contract expiration date: monthly until either party terminates**

C. List the locations of the racing venues on which Advance Deposit Wagering will be accepted: **Please refer to Exhibit 7C, Simulcast Partners**

***NOTICE** – The pari-mutuel system used must use a device or combination of devices authorized and operated exclusively for placing, receiving, or otherwise making a wager and by which a person must subscribe to in order to place, receive or otherwise make a wager; an effective customer and age verification system and the appropriate data security standards to prevent unauthorized access by any person who has not subscribed or who is under the age of 18.*

8. CONTRACTS AND AGREEMENTS

A. List name and address of all organizations you will contract with to facilitate Advance Deposit Wagering that are not provided in other sections of this application:
Please refer to Exhibit 8, ADW Contracts

B. List each contract or agreement to facilitate Advance Deposit Wagering that is not finalized and signed
N/A

9. ADVERTISING

Name and address of the advertising agency you will use: **Game Play Network, Inc. staff is responsible for marketing and advertising.**

***NOTICE** – Pursuant to Rule 2072 (h) all advertisements shall contain a statement that persons under 18 are not allowed to open or have access to Accounts. All advertisements shall contain contact information for a recognized problem-gambling support organization. Additionally, pursuant to Business and Professions Code section 19604(d)(3) advertisements shall not be deceptive to the public.*

10. CERTIFICATION

I hereby certify under penalty of perjury that I have examined this Application, that all the foregoing statements in this Application are true and correct, and that I am authorized to attest to this Application.

X Christina MacArthur
Christina MacArthur (Oct 3, 2022 15:07 PDT)

Signature

Christina MacArthur	Christina MacArthur	Oct 3, 2022
Print Name	Print Title	Date

Agenda Item 15

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR APPROVAL TO CONDUCT ADVANCE DEPOSIT WAGERING (ADW) OF NYRABETS, LLC, FOR AN OUT-OF-STATE MULTI-JURISDICTIONAL WAGERING HUB, FOR A PERIOD OF UP TO TWO YEARS.

Regular Board Meeting
November 22, 2022

An approved out-of-state advance deposit wagering (ADW) provider may accept wagers from California residents on races conducted by an association or fair if an agreement is executed that allows said wagers, and the appropriate horsemen's organization approves the agreement. Such agreements and horsemen's approvals are submitted by the association or fair as part of its race meet application.

Breeds of racing on which wagers will be accepted from California residents on races conducted **out-of-state:** Thoroughbred (if hub agreement is renewed), Quarter Horse, Standardbred (Harness).

Required Information	Status	Comments	CHRB Rule/Law
Surety Bond	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Term of $500,000 surety bond started 6/10/16 and continues until canceled.	Rule 2072(b)
Financial Statements	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Received on 10/3/22. Review of financials completed on 10/6/22.	Rule 2072(e)
Profit & Loss Statements for California Operations	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Received on 10/3/22. Review of profit and loss statements completed on 10/6/22.	Rule 2072(e)
Business Plan	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Received on 10/3/22.	Rule 2072(e)
Plan of Operation	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Received on 10/3/22.	Rule 2073
Security Access Policy	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Received on 10/3/22.	Rule 2072(c)

Hub Agreements	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Not required for approval of application. Thoroughbred hub agreement term through 12/31/22. Quarter Horse hub agreement expires 9/11/24. Standardbred hub agreement term to 5/31/23.	BPC sec 19604(b)(2)(B)
Provide Copy of Hub Agreements to Horsemen's Organizations	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Required only if new hub agreement excludes horsemen's organization. N/A.	BPC sec 19604(b)(2)(D)
Provide Written Notice of Host & Hub Fees to Racing Associations & Fairs	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Required only if new hub agreement excludes association/fair. N/A.	BPC sec 19604(b)(2)(E)
Other - Management Personnel Licenses	☒ Accepted ☒ Follow Up Required ☐ Outstanding	Licenses requiring renewal *prior to beginning of approval term*: • Tony Allevato, exp. 12/18/22; • David O'Rourke, exp. 12/18/22. Renewals submitted, in process. Licenses requiring renewal *during approval term*: • Renee Postel, exp. 5/31/24; • Joi Garner, exp. 6/30/24; • Michael Mulvihill, exp. 2/28/24.	Rule 1481(b)(6)
Other - Officers and Directors Licenses	☒ Accepted ☐ Follow Up Required ☐ Outstanding	All officer and director licenses valid for term of renewal	Rule 1481(b)(2)
Other - Totalizator Contract	☒ Accepted ☒ Follow Up Required ☐ Outstanding	Contract with TierPoint expires 09/2023.	

RECOMMENDATION: Staff recommends approval of the application as submitted. The application satisfactorily meets all requirements for approval.

STATE OF CALIFORNIA
CALIFORNIA HORSE RACING BOARD (CHRB)
APPLICATION FOR APPROVAL TO CONDUCT ADVANCE DEPOSIT WAGERING
CHRB-133 (Rev. 02/19)

Application is made to the CHRB for approval to conduct Advance Deposit Wagering in accordance with the California Business and Professions Code and CHRB Rules and Regulations (Rule) and the provisions of the Interstate Horseracing Act, 15 U.S.C. 3001 to 3007.

NOTICE – By submitting the Application the out-of-state Applicant consents to the jurisdiction of California courts and the application of California law as to all California wagers and operations.

Application must be filed not later than 90 days in advance of the date scheduled to conduct Advance Deposit Wagering and must be accompanied by a bond from a surety company admitted in the state of California or other form of financial security in the amount of $500,000.

1. OUT-OF-STATE MULTI-JURISDICTIONAL WAGERING HUB (out-of-state Hub)

A. Name, mailing address, telephone and fax numbers:

NYRAbets, LLC
110-00 Rockaway Boulevard
S. Ozone Park, New York 11420
Tel: (844) 697-2238
Fax: (718) 659-3574

B. Name, title, license number and racing jurisdiction where licensed for all management personnel. Identify which management staff is responsible for California operations:

NOTICE: Rule 1481 provides that all management personnel responsible for California operations must hold a CHRB license.

See Exhibit 1.

C. Name, title and mailing address of the California agent for receipt of service of process:

National Registered Agents, Inc.
2875 Michelle Drive. Suite 100
Irvine, California 92606-1024

D. Attach the contract with the California racing association or fair and the required horsemen's approval under the Interstate Horseracing Act that permits you to provide Advance Deposit Wagering services and identify the amount of the market access fee to be paid to the California racing association or fair for access to the California market for wagering purposes.

See Exhibit 2; specifically,
TAB A: Hub Agreements
TAB B: California Quarter Horse Hub Agreement and Approvals

CHRB CERTIFICATION

Application received: 10/3/22 **Hearing date:** 11/17/22
Reviewed: RP **Approval date:**

TAB C: California Standardbred Import Agreement and Approvals
TAB D: California Thoroughbred Import Agreements and Approvals

2. DATES OF OPERATION

A. Dates Advance Deposit Wagering will be conducted:

See Exhibit 7, page 2, Section 2.2.

B. Hours Advance Deposit Wagering will be conducted:

See Exhibit 7, page 2, Section 2.2.

3. BUSINESS STRUCTURE

A. ☐ Corporation (complete subsection B)
☒ LLC (complete subsection C)
☐ Other (specify, and complete subsection D)

Complete the applicable subsection

B. CORPORATION

1. Registered name of the corporation: N/A

2. State where incorporated:

3. Registry or file number for the corporation:

4. Name and CHRB license number of all officers and directors. Include titles, and the number of shares of the corporation held by each:

5. Names (true names) of all persons, **other than the officers and directors listed above,** that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each. Include each person's CHRB license number (Notice: per Rule 1481, all persons that hold 5% or more of outstanding shares must hold a CHRB license):

6. Number of outstanding shares in the corporation:

7. Are the shares listed for public trading? ☐ Yes ☐ No
If yes, on what exchange and how is the stock listed:

8. Name of the custodian of the list of shareholders and/or the transfer agent for the share holdings of the corporation:

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:

10. Attach the prior two years' annual financial statements for the corporation, including balance sheets and profit and loss statements, and a copy of all reports issued during the preceding 24 months to shareholders in the corporation and/or the Securities and Exchange Commission and/or the corresponding state where you registered your corporation.

11. Applicants not previously licensed by the CHRB to conduct ADW, proceed to subsection 12. Applicants previously licensed by the CHRB to conduct ADW: Attach the prior two years' annual profit and loss statements for the California ADW operations only. Include the methodology used to determine the cost allocation for the profit and loss statements.
12. Attach a business plan to include a detailed budget that shows anticipated revenue, expenditures and cash flow by month projected for the term of the approval.

C. LLC

1. Registered name of the LLC: **NYRAbets, LLC**
(f/k/a New Co Ventures North America LLC)

2. State where articles of organization are filed: **Delaware**

3. Registry or file number for the LLC: **5972318**

4. Name and CHRB license number of all officers and directors. Include titles, and the number of shares of the LLC held by each:

See Exhibit 1.

5. Names (true names) of all members, **other than the officers and directors listed above**, that hold 5% or more of the outstanding shares in the LLC and the number of shares held by each. Include each person's CHRB license number (Notice: per Rule 1481, all persons that hold 5% or more of outstanding share must hold a CHRB license.):

See Exhibit 3.

6. Are the shares listed for public trading? ☐ Yes ☒ No
If yes, on what exchange and how is the stock listed:

7. 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:

See Exhibit 3.

7. Attach the prior two years' annual financial statements for the LLC, including balance sheets and profit and loss statements, and a copy of all reports issued during the preceding 24 months to shareholders in the LLC and/or the Securities and Exchange

Commission and/or the corresponding state where you registered your corporation.

See Exhibit 4 (2021 and 2020 Audited Financial Statements);
See also Exhibit 5 (California-Specific Profit & Loss Statement)

8. Applicants not previously licensed by the CHRB to conduct ADW, proceed to subsection 10. Applicants previously licensed by the CHRB to conduct ADW: Attach the prior two years' annual profit and loss statements for the California ADW operations only. Include the methodology used to determine the cost allocation for the profit and loss statements.

See Exhibit 5.

9. Attach a business plan to include a detailed budget that shows anticipated revenue, expenditures and cash flow by month projected for the term of the approval.

See Exhibit 6.

D. OTHER

1. Name(s) of partners/sole proprietor: N/A

2. If a partnership, attach partnership agreement.

3. Attach the prior two years' annual financial statements for the partnership/sole proprietor. Include balance sheets and profit and loss statements, and a copy of all reports issued during the preceding 24 months to shareholders and/or the Securities and Exchange Commission and/or the corresponding state where you registered your corporation.

4. Applicants not previously licensed by the CHRB to conduct ADW, proceed to subsection 5. Applicants previously licensed by the CHRB to conduct ADW: Attach the prior two years' annual profit and loss statements for the California ADW operations only. Include the methodology used to determine the cost allocation for the profit and loss statements.

5. Names of all officers and directors, titles, and the number of shares of the LLC held by each:

6. Attach a business plan to include a detailed budget that shows anticipated revenue, expenditures and cash flow by month projected for the term of the approval.

4. ESTABLISHING ADVANCE DEPOSIT WAGERING ACCOUNTS – must comply with Rule 2074.

A. List the procedures to establish an Account:

See Exhibit 7, page 4, Section 3.

B. If an application form is used to establish an Account attach a copy of the form.

See Exhibit 8.

C. Name and address of the third party you will use to verify identity, residence and age verification:

See Exhibit 7, page 4, Section 3.3.

5. OPERATION OF ADVANCE DEPOSIT WAGERING ACCOUNTS – must comply with Rule 2073.

A. Submit a copy of your plan for operation.

See Exhibit 7.

B. List the type of deposits you will accept:

See Exhibit 7, page 5, Section 4.

C. Identify any fees or transaction-related charges and the amount that will be assessed:

See Exhibit 7, page 9, Section 4.

6. SECURITY ACCESS

A. Attach your security access policy and safeguards pursuant to Business and Professions Code section 19604(c)(2). Policy must include the following:

1. Description of the technology to ensure identity, residence, and age verification when an Account is established:

   See Exhibit 7, page 4, Section 3.3.

2. Description of the technology to ensure confidentiality of the Means of Personal Identification:

   See Exhibit 7, page 10, Section 6.1.

3. Methods and locations available for Account Holders to withdraw funds from their Account:

   See Exhibit 7, page 6, Section 4.2.2.

4. If the Advance Deposit Wagering records will be maintained at a site other than the out-of-state Hub provide the name, address, telephone and fax numbers and the hours of operation:

   See Exhibit 7, page 7, Section 4.3.2.

7. PARI-MUTUEL

A. Name, address and telephone number of the pari-mutuel audit firm:

KPMG LLP
Frank Albarella
1305 Walt Whitman Road
Melville, New York 11747
Tel: (631) 425-6510

B. Type(s) of pari-mutuel or totalizator equipment to be used and the simulcast organization, name of the entity supplying equipment, and expiration date of the service contract:

Please see Exhibit 7, Section 6.
Expiration date: The day after the Summer Saratoga Meet in September, 2023.

C. List the locations of the racing venues on which Advance Deposit Wagering will be accepted:

See Exhibit 9.

NOTICE – The pari-mutuel system used must use a device or combination of devices authorized and operated exclusively for placing, receiving, or otherwise making a wager and by which a person must subscribe to in order to place, receive or otherwise make a wager; an effective customer and age verification system and the appropriate data security standards to prevent unauthorized access by any person who has not subscribed or who is under the age of 18.

8. CONTRACTS AND AGREEMENTS

A. List name and address of all organizations you will contract with to facilitate Advance Deposit Wagering that are not provided in other sections of this application:

See Exhibit 10.

B. List each contract or agreement to facilitate Advance Deposit Wagering that is not finalized and signed:

See Exhibit 10. (Please see footnote).

9. ADVERTISING

Name and address of the advertising agency you will use:

Ed Lewi Associates
472 Albany Shaker Road
Loudonville, NY 12211

Allied Global Marketing
233 Broadway
New York, NY 10279

NOTICE – Pursuant to Rule 2072-(h) all advertisements shall contain a statement that persons under 18 are not allowed to open or have access to Accounts. All advertisements shall contain contact information for a recognized problem-gambling support organization. Additionally, pursuant to Business and Professions Code section 19604(d)(3) advertisements shall not be deceptive to the public.

10. CERTIFICATION

I hereby certify under penalty of perjury that I have examined this Application, that all the foregoing statements in this Application are true and correct, and that I am authorized to attest to this Application.



Antoine Allevato
Print Name

Signature

President
Print Title

Date

Agenda Item 16

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR APPROVAL TO CONDUCT ADVANCE DEPOSIT WAGERING (ADW) OF WATCH AND WAGER.COM, LLC, FOR AN OUT-OF-STATE MULTI-JURISDICTIONAL WAGERING HUB, FOR A PERIOD OF UP TO TWO YEARS.

Regular Board Meeting
November 22, 2022

An approved out-of-state advance deposit wagering (ADW) provider may accept wagers from California residents on races conducted by an association or fair if an agreement is executed that allows said wagers, and the appropriate horsemen's organization approves the agreement. Such agreements and horsemen's approvals are submitted by the association or fair as part of its race meet application.

Breeds of racing on which wagers will be accepted from California residents on races conducted **out-of-state:** Thoroughbred (if hub agreement is renewed), Quarter Horse, Standardbred (harness).

Required Information	Status	Comments	CHRB Rule/Law
Surety Bond	☒ Accepted ☒ Follow Up Required ☐ Outstanding	Term of $500,000 surety bond starts 7/18/22 and ends 7/18/23. Must be renewed prior to expiration.	Rule 2072(b)
Financial Statements	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Received on 9/29/22. Confirmed on 10/3/22 that review was previously completed for Watch and Wager race meet application (same financials).	Rule 2072(e)
Profit & Loss Statements for California Operations	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Received statement for period 6/1/21–5/31/22 on 9/29/22. Received statement for period 6/1/20–5/31/21 on 10/25/22. Review completed on 10/26/22.	Rule 2072(e)
Business Plan	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Received original on 9/29/22. Received revision on 10/26/22.	Rule 2072(e)

Plan of Operation	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Received on 9/29/22.	Rule 2073
Security Access Policy	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Received on 9/29/22.	Rule 2072(c)
Hub Agreements	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Not required for approval of application. Thoroughbred agreement valid through 12/31/23. Quarter Horse agreement term is through 11/20/24. Standardbred hub agreement valid through 11/20/24.	BPC sec 19604(b)(2)(B)
Provide Copy of Hub Agreements to Horsemen's Organizations	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Required only if new hub agreement excludes horsemen's organization. Received confirmation on 10/26/22 that copy of Quarter Horse hub agreement was provided to Pacific Coast Quarter Horse Racing Association.	BPC sec 19604(b)(2)(D)
Provide Written Notice of Host & Hub Fees to Racing Associations & Fairs	☒ Accepted ☒ Follow Up Required ☐ Outstanding	Need confirmation that written notice was within five days of execution of contract.	BPC sec 19604(b)(2)(E)
Other - Management Personnel	☒ Accepted ☒ Follow Up Required ☐ Outstanding	Edward Comins - license expires 6/30/24. Must renew before expiration.	Rule 1481(b)(6)
Other - Officers and Directors Licenses	☒ Accepted ☐ Follow Up Required ☐ Outstanding	All officer and director licenses valid for term of renewal	Rule 1481(b)(2)

Other - Totalizator Contract	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Contract with AmTote International expires 08/2025.	

RECOMMENDATION: Staff recommends approval of the application as submitted. The application satisfactorily meets all requirements for approval.

STATE OF CALIFORNIA
CALIFORNIA HORSE RACING BOARD (CHRB)
APPLICATION FOR APPROVAL TO CONDUCT ADVANCE DEPOSIT WAGERING
CHRB-133 (Rev. 02/19)

Application is made to the CHRB for approval to conduct Advance Deposit Wagering in accordance with the California Business and Professions Code and CHRB Rules and Regulations (Rule) and the provisions of the Interstate Horseracing Act, 15 U.S.C. 3001 to 3007.

NOTICE – By submitting the Application the out-of-state Applicant consents to the jurisdiction of California courts and the application of California law as to all California wagers and operations.

Application must be filed not later than 90 days in advance of the date scheduled to conduct Advance Deposit Wagering and must be accompanied by a bond from a surety company admitted in the state of California or other form of financial security in the amount of $500,000.

1. OUT-OF-STATE MULTI-JURISDICTIONAL WAGERING HUB (out-of-state Hub)

A. Name, mailing address, telephone and fax numbers:

Edward Comins - President
Watchandwager.com LLC
700 Larkspur Landing Circle, Suite 199, Larkspur CA 94939
415-464-4882

B. Name, title, license number and racing jurisdiction where licensed for all management personnel. Identify which management staff is responsible for California operations:

NOTICE: Rule 1481 provides that all management personnel responsible for California operations must hold a CHRB license.

Name and title	Racing Jurisdiction Where Licensed	License Number	Responsible for California Operations
Edward Comins - President	CHRB	308911	✔ Yes ☐ No
	NDRC	4753	☐ Yes ☐ No
			☐ Yes ☐ No

C. Name, title and mailing address of the California agent for receipt of service of process:

Edward Comins - President
WatchandWager.com LLC
700 Larkspur Landing Circle, Suite 199
Larkspur, CA 94939

D. Attach the contract with the California racing association or fair and the required horsemen's approval under the Interstate Horseracing Act that permits you to provide Advance Deposit Wagering services and identify the amount of the market access fee to be paid to the California racing association or fair for access to the California market for wagering purposes.

Exhibit 1 – Hub Agreement and Horseman's Agreement

CHRB CERTIFICATION

Application received: 9/29/22
Reviewed: RP
Hearing date: 11/17/22
Approval date:

2. DATES OF OPERATION

A. Dates Advance Deposit Wagering will be conducted:
Advanced deposit wagering is conducted 365 days per year

B. Hours Advance Deposit Wagering will be conducted:
Advanced Deposit Wagering is available 24/7

3. BUSINESS STRUCTURE

A. ☐ Corporation (complete subsection B)
☒ LLC (complete subsection C)
☐ Other (specify, and complete subsection D)

Complete the applicable subsection

~~B. CORPORATION~~

~~1. Registered name of the corporation:~~

~~2. State where incorporated:~~

~~3. Registry or file number for the corporation:~~

~~4. Name and CHRB license number of all officers and directors. Include titles, and the number of shares of the corporation held by each:~~

~~5. Names (true names) of all persons, **other than the officers and directors listed above,** that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each. Include each person's CHRB license number (Notice: per Rule 1481, all persons that hold 5% or more of outstanding shares must hold a CHRB license):~~

~~6. Number of outstanding shares in the corporation:~~

~~7. Are the shares listed for public trading? ☐ Yes ☐ No~~
~~If yes, on what exchange and how is the stock listed:~~

~~8. Name of the custodian of the list of shareholders and/or the transfer agent for the share holdings of the corporation:~~

~~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:~~

~~10. Attach the prior two years' annual financial statements for the corporation, including balance sheets and profit and loss statements, and a copy of all reports issued during~~

PC

~~the preceding 24 months to shareholders in the corporation and/or the Securities and Exchange Commission and/or the corresponding state where you registered your corporation.~~

~~11. Applicants not previously licensed by the CHRB to conduct ADW, proceed to subsection 12. Applicants previously licensed by the CHRB to conduct ADW: Attach the prior two years' annual profit and loss statements for the California ADW operations only. Include the methodology used to determine the cost allocation for the profit and loss statements.~~

~~12. Attach a business plan to include a detailed budget that shows anticipated revenue, expenditures and cash flow by month projected for the term of the approval.~~

C. LLC

1. Registered name of the LLC:
   WatchandWager.com LLC

2. State where articles of organization are filed:
   Nevada

3. Registry or file number for the LLC:
   Articles- Nevada, Certificate No: C20100804-2888
   North Dakota Certificate of Authority ID#: 2-855-000
   California Certificate of Registration, May 2nd, 2012
   Kentucky Certificate of Authorization, October 21, 2014
   See Exhibit 2 for corporate documents

4. Name and CHRB license number of all officers and directors. Include titles, and the number of shares of the LLC held by each:
   Ed Comins, CHRB license # 308911, President & Director of Operations, 100% membership interest.

5. Names (true names) of all members, **other than the officers and directors listed above**, that hold 5% or more of the outstanding shares in the LLC and the number of shares held by each. Include each person's CHRB license number (Notice: per Rule 1481, all persons that hold 5% or more of outstanding share must hold a CHRB license.):
   WatchandWager.com Ltd owns 100% of WatchandWager.com LLC. It is a corporate ownership. As a result, no individuals own shares in either WatchandWager.com Ltd or WatchandWager.com LLC.

6. Are the shares listed for public trading? ☐ Yes ☒ No
   If yes, on what exchange and how is the stock listed:
   Neither WatchandWager.com Ltd nor WatchandWager.com LLC is listed for public trading. Note: The ultimate parent company is Webis Holdings PLC, a listed company of the London Stock Exchange (AIM). Further details on Webis Holdings is available at www.webisholdingsplc.com

7. 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:

The ultimate parent company is Webis Holdings PLC, a listed company of the London Stock Exchange (AIM), which owns 100% of WatchandWager.com Ltd

8. Attach the prior two years' annual financial statements for the LLC, including balance sheets and profit and loss statements, and a copy of all reports issued during the preceding 24 months to shareholders in the LLC and/or the Securities and Exchange Commission and/or the corresponding state where you registered your corporation.

   Attached (Exhibit 3.1 – Financial Statements):
   WatchandWager.com LLC Financials 2019.20, 2020.21 and draft accounts for 2021.22
   Webis Holdings PLC Annual Report 2021 (Exhibit 3.2)

9. Applicants not previously licensed by the CHRB to conduct ADW, proceed to subsection 10. Applicants previously licensed by the CHRB to conduct ADW: Attach the prior two years' annual profit and loss statements for the California ADW operations only. Include the methodology used to determine the cost allocation for the profit and loss statements.

   Attached (Exhibit 13)

10. Attach a business plan to include a detailed budget that shows anticipated revenue, expenditures and cash flow by month projected for the term of the approval.

    Exhibit 4 - Business Plan

~~D. OTHER~~

~~1. Name(s) of partners/sole proprietor:~~

~~2. If a partnership, attach partnership agreement.~~

~~3. Attach the prior two years' annual financial statements for the partnership/sole proprietor. Include balance sheets and profit and loss statements, and a copy of all reports issued during the preceding 24 months to shareholders and/or the Securities and Exchange Commission and/or the corresponding state where you registered your corporation.~~

~~4. Applicants not previously licensed by the CHRB to conduct ADW, proceed to subsection 5. Applicants previously licensed by the CHRB to conduct ADW: Attach the prior two years' annual profit and loss statements for the California ADW operations only. Include the methodology used to determine the cost allocation for the profit and loss statements.~~

~~5. Names of all officers and directors, titles, and the number of shares of the LLC held by each:~~

~~6. Attach a business plan to include a detailed budget that shows anticipated revenue, expenditures and cash flow by month projected for the term of the approval.~~

4. **ESTABLISHING ADVANCE DEPOSIT WAGERING ACCOUNTS** – must comply with Rule 2074.

   A. List the procedures to establish an Account:
      Exhibit 5 – New account procedures

   B. If an application form is used to establish an Account attach a copy of the form.
      Exhibit 6 – Online application form

   C. Name and address of the third party you will use to verify identity, residence and age verification:
      GBGroup PLC (ID3 Global Verifications)
      The Foundation, Herons Way, Chester Business Park, Chester, CH4 9GB
      (UK Headquarters)

5. **OPERATION OF ADVANCE DEPOSIT WAGERING ACCOUNTS** – must comply with Rule 2073.

   A. Submit a copy of your plan for operation.
      Exhibit 7 – Plan of Operation

   B. List the type of deposits you will accept:
      Credit / Debit Card; ACH Bank Transfers; Cash (PayNearMe); Play+ (E-Wallet)

   C. Identify any fees or transaction-related charges and the amount that will be assessed:
      WatchandWager does not charge any fees for processing payments. Some payment providers assess fees for their transactions.
      Please see Exhibit 8 for a detailed list of payment providers.

6. **SECURITY ACCESS**

   A. Attach your security access policy and safeguards pursuant to Business and Professions Code section 19604(c)(2). Policy must include the following:

      1. Description of the technology to ensure identity, residence, and age verification when an Account is established:
         Exhibit 9 – ID3 Verification Contract (GBGroup PLC)

      2. Description of the technology to ensure confidentiality of the Means of Personal Identification:
         Exhibit 7.2, Page 1-3, Section 4500.1. – System Security

      3. Methods and locations available for Account Holders to withdraw funds from their Account:
         Customers may withdraw funds online using the following options:
         ACH Bank Transfer, check and Play+ (E-Wallet)
         See also Exhibit 8 for details on withdrawal methods

      4. If the Advance Deposit Wagering records will be maintained at a site other than the out-of-state Hub provide the name, address, telephone and fax numbers and the hours of

operation:

Amtote International
Maryland Mid-Atlantic Hub 1200 Pepper Rd, Hunt Valley, MD 21031
Phone (410) 785-5134
See also Exhibit 11.1 for fully executed hub agreement

7. PARI-MUTUEL

A. Name, address and telephone number of the pari-mutuel audit firm:

Metwally CPA PLLC - Auditor
6245 Rule Snow Dr, Ste 280, PMB 34, Watuaga TX 76148
214 200-5434
KPMG – Group Auditor
Heritage Court, 41 Athol St, Douglas IM1 1LA, United Kingdom
+44 1624 681000
CHRIMS – US Settlements
5758 W. Las Positas Blvd, Suite 200, Pleasanton CA 94588
925 307-7020

B. Type(s) of pari-mutuel or totalizator equipment to be used and the simulcast organization, name of the entity supplying equipment, and expiration date of the service contract:
Amtote Spectrum Hub Hunt Valley, MD. Amtote International.
Contract expires August 2025

C. List the locations of the racing venues on which Advance Deposit Wagering will be accepted:
Exhibit 10 – Track Locations

NOTICE – The pari-mutuel system used must use a device or combination of devices authorized and operated exclusively for placing, receiving, or otherwise making a wager and by which a person must subscribe to in order to place, receive or otherwise make a wager; an effective customer and age verification system and the appropriate data security standards to prevent unauthorized access by any person who has not subscribed or who is under the age of 18.

8. CONTRACTS AND AGREEMENTS

A. List name and address of all organizations you will contract with to facilitate Advance Deposit Wagering that are not provided in other sections of this application:
Website development and software:
i-Neda Ltd, The Hub
IQ Farnborough, Hampshire GU14 7JP, UK
+44 1252 701010
Exhibit 11.2 - Contract

B. List each contract or agreement to facilitate Advance Deposit Wagering that is not finalized and signed:
None

9. ADVERTISING

Name and address of the advertising agency you will use:

WatchandWager does not use a specific advertising agency, but does have a contract with AretoNet Ltd for retention-based marketing:

NOTICE – Pursuant to Rule 2072-(h) all advertisements shall contain a statement that persons under 18 are not allowed to open or have access to Accounts. All advertisements shall contain contact information for a recognized problem-gambling support organization. Additionally, pursuant to Business and Professions Code section 19604(d)(3) advertisements shall not be deceptive to the public.

10. CERTIFICATION

I hereby certify under penalty of perjury that I have examined this Application, that all the foregoing statements in this Application are true and correct, and that I am authorized to attest to this Application.

EDWARD COMINS	
Print Name	Signature
PRESIDENT	9.19.2022
Print Title	Date

Agenda Item 17

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR APPROVAL TO CONDUCT ADVANCE DEPOSIT WAGERING (ADW) OF ODS TECHNOLOGIES, L.P., DBA TVG NETWORK, FOR AN OUT-OF-STATE MULTI-JURISDICTIONAL WAGERING HUB, FOR A PERIOD OF UP TO TWO YEARS

Regular Board Meeting
November 22, 2022

An approved out-of-state advance deposit wagering (ADW) provider may accept wagers from California residents on races conducted by an association or fair if an agreement is executed that allows said wagers, and the appropriate horsemen's organization approves the agreement. Such agreements and horsemen's approvals are submitted by the association or fair as part of its race meet application.

Breeds of racing on which wagers will be accepted from California residents on races conducted **out-of-state:** Thoroughbred. Hub agreements in process: Quarter Horse, Standardbred (harness).

Required Information	Status	Comments	CHRB Rule/Law
Surety Bond	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Term of $500,000 surety bond starts 1/1/23 and ends 12/31/24.	Rule 2072(b)
Financial Statements	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Received on 10/3/22. Reviewed on 10/24/22.	Rule 2072(e)
Profit & Loss Statements for California Operations	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Received on 10/24/22. Reviewed on 10/24/22.	Rule 2072(e)
Business Plan	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Received on 10/3/22. Received revised version on 10/24/22.	Rule 2072(e)
Plan of Operation	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Received on 10/3/22.	Rule 2073
Security Access Policy	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Received on 10/3/22.	Rule 2072(c)

Hub Agreements	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Not required for approval of application. Thoroughbred hub agreement is valid through 12/31/24. Quarter Horse and Standardbred hub agreements are in process.	BPC sec 19604(b)(2)(B)
Provide Copy of Hub Agreements to Horsemen's Organizations	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Required only if hub agreement excludes horsemen's organization. N/A.	BPC sec 19604(b)(2)(D)
Provide Written Notice of Host & Hub Fees to Racing Associations & Fairs	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Required only if hub agreement excludes association/fair. N/A.	BPC sec 19604(b)(2)(E)
Other - Management Personnel Licenses	☒ Accepted ☒ Follow Up Required ☐ Outstanding	Amy Howe and David Jennings, new licenses in process.	Rule 1481(b)(6)
Other - Officers and Directors Licenses	☒ Accepted ☐ Follow Up Required ☐ Outstanding	All officer and director licenses valid for term of renewal	Rule 1481(b)(2)
Other - Totalizator Contract	☒ Accepted ☒ Follow Up Required ☐ Outstanding	Contract with AmTote International expires 12/31/22. Renewal is in process.	

RECOMMENDATION: Staff recommends approval of the application as submitted. The application satisfactorily meets all requirements for approval.

STATE OF CALIFORNIA
CALIFORNIA HORSE RACING BOARD (CHRB)
APPLICATION FOR APPROVAL TO CONDUCT ADVANCE DEPOSIT WAGERING
CHRB-133 (Rev. 02/19)

Application is made to the CHRB for approval to conduct Advance Deposit Wagering in accordance with the California Business and Professions Code and CHRB Rules and Regulations (Rule) and the provisions of the Interstate Horseracing Act, 15 U.S.C. 3001 to 3007.

NOTICE – By submitting the Application the out-of-state Applicant consents to the jurisdiction of California courts and the application of California law as to all California wagers and operations.

Application must be filed not later than 90 days in advance of the date scheduled to conduct Advance Deposit Wagering and must be accompanied by a bond from a surety company admitted in the state of California or other form of financial security in the amount of $500,000.

1. OUT-OF-STATE MULTI-JURISDICTIONAL WAGERING HUB (out-of-state Hub)

A. Name, mailing address, telephone and fax numbers:

ODS Technologies, L.P. d/b/a TVG Network
9845 NE Eckert Dr. #210,
Hillsboro, OR 97006
Tel: (503) 748-3800 Fax: (503) 748-3838

B. Name, title, license number and racing jurisdiction where licensed for all management personnel. Identify which management staff is responsible for California operations:

NOTICE: Rule 1481 provides that all management personnel responsible for California operations must hold a CHRB license.

Name and title	Racing Jurisdiction Where Licensed	License Number	Responsible for California Operations
John Hindman, EVP & General Counsel	CA	401233	☒Yes ☐ No
Amy Howe, CEO		pending	☒Yes ☐ No
David Jennings, CFO		pending	☒Yes ☐ No
			☐Yes ☐ No
			☐Yes ☐ No
			☐Yes ☐ No
			☐Yes ☐ No
			☐Yes ☐ No

C. Name, title and mailing address of the California agent for receipt of service of process:

John Hindman
EVP & General Counsel
ODS Technologies, L.P. d/b/a TVG Network
6701 Center Drive West, Suite 1000
Los Angeles, CA 90045

CHRB CERTIFICATION

Application received: 10/3/22 **Hearing date:** 11/17/22
Reviewed: RP **Approval date:**

D. Attach the contract with the California racing association or fair and the required horsemen's approval under the Interstate Horseracing Act that permits you to provide Advance Deposit Wagering services and identify the amount of the market access fee to be paid to the California racing association or fair for access to the California market for wagering purposes.

Behind **TAB A** please find the following documents: 1) an abstract of valid and binding contracts with the following licensed California racing associations: Del Mar and Cal Expo 2) copies of the current License Agreements and amendments between i) Cal Expo; ii) Del Mar.

2. DATES OF OPERATION

A. Dates Advance Deposit Wagering will be conducted: 365 days/year

B. Hours Advance Deposit Wagering will be conducted: 24 hours/day

3. BUSINESS STRUCTURE

A. ☐ Corporation (complete subsection B)
☐ LLC (complete subsection C)
☒ Other (specify, and complete subsection D)

Complete the applicable subsection

B. CORPORATION

1. Registered name of the corporation:

2. State where incorporated:

3. Registry or file number for the corporation:

4. Name and CHRB license number of all officers and directors. Include titles, and the number of shares of the corporation held by each:

5. Names (true names) of all persons, **other than the officers and directors listed above,** that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each. Include each person's CHRB license number (Notice: per Rule 1481, all persons that hold 5% or more of outstanding shares must hold a CHRB license):

6. Number of outstanding shares in the corporation:

7. Are the shares listed for public trading? ☐ Yes ☐ No
If yes, on what exchange and how is the stock listed:

8. Name of the custodian of the list of shareholders and/or the transfer agent for the

share holdings of the corporation:

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:

10. Attach the prior two years' annual financial statements for the corporation, including balance sheets and profit and loss statements, and a copy of all reports issued during the preceding 24 months to shareholders in the corporation and/or the Securities and Exchange Commission and/or the corresponding state where you registered your corporation.

11. Applicants not previously licensed by the CHRB to conduct ADW, proceed to subsection 12. Applicants previously licensed by the CHRB to conduct ADW: Attach the prior two years' annual profit and loss statements for the California ADW operations only. Include the methodology used to determine the cost allocation for the profit and loss statements.
12. Attach a business plan to include a detailed budget that shows anticipated revenue, expenditures and cash flow by month projected for the term of the approval.

C. LLC

1. Registered name of the LLC:

2. State where articles of organization are filed:

3. Registry or file number for the LLC:

4. Name and CHRB license number of all officers and directors. Include titles, and the number of shares of the LLC held by each:

5. Names (true names) of all members, **other than the officers and directors listed above**, that hold 5% or more of the outstanding shares in the LLC and the number of shares held by each. Include each person's CHRB license number (Notice: per Rule 1481, all persons that hold 5% or more of outstanding share must hold a CHRB license.):

6. Are the shares listed for public trading? ☐ Yes ☐ No
If yes, on what exchange and how is the stock listed:

7. 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:

8. Attach the prior two years' annual financial statements for the LLC, including balance sheets and profit and loss statements, and a copy of all reports issued during the preceding 24 months to shareholders in the LLC and/or the Securities and Exchange Commission and/or the corresponding state where you registered your corporation.

9. Applicants not previously licensed by the CHRB to conduct ADW, proceed to

subsection 10. Applicants previously licensed by the CHRB to conduct ADW: Attach the prior two years' annual profit and loss statements for the California ADW operations only. Include the methodology used to determine the cost allocation for the profit and loss statements.

10. Attach a business plan to include a detailed budget that shows anticipated revenue, expenditures and cash flow by month projected for the term of the approval.

D. OTHER

1. Name(s) of partners/sole proprietor:

General Partner:
ODS Holding LLC
6701 Center Drive West, Suite 1000
Los Angeles, CA 90045

Limited Partner:
TSE US LLC
6701 Center Drive West, Suite 1000
Los Angeles, CA 90045

2. If a partnership, attach partnership agreement.

See **TAB B** – Copy of the Limited Partnership Agreement and amendments for ODS Technologies, L.P.

2. Attach the prior two years' annual financial statements for the partnership/sole proprietor. Include balance sheets and profit and loss statements, and a copy of all reports issued during the preceding 24 months to shareholders and/or the Securities and Exchange Commission and/or the corresponding state where you registered your corporation.

See **TAB C:** Flutter Entertainment plc Annual reports 2020 & 2021

4. Applicants not previously licensed by the CHRB to conduct ADW, proceed to subsection 5. Applicants previously licensed by the CHRB to conduct ADW: Attach the prior two years' annual profit and loss statements for the California ADW operations only. Include the methodology used to determine the cost allocation for the profit and loss statements. N/A

5. Names of all officers and directors, titles, and the number of shares of the LLC held by each: N/A

6. Attach a business plan to include a detailed budget that shows anticipated revenue, expenditures and cash flow by month projected for the term of the approval.

The TVG Advance Deposit Wagering Business Plan for the projected term of approval is attached hereto behind **TAB D.**

4. ESTABLISHING ADVANCE DEPOSIT WAGERING ACCOUNTS – must comply with Rule 2074.

A. List the procedures to establish an Account:

1. Customers must be at least 18 years of age to establish an advance deposit wagering account.

2. An application for an advance deposit wagering account may be submitted either electronically over the Internet via www.tvg.com or www.racing.fanduel.com or their associated mobile applications, telephonically by calling TVG's Customer Relations' Center or in writing using a written application provided by TVG.

3. Each application submitted to TVG is subject to electronic verification by a nationally recognized third party in formation services provider with respect to name, principal residence address including postal zip code, date of birth and Social Security Number. If there is a discrepancy between the application information submitted to TVG and the in format ion provided by the electronic verification described above, or if no information on the applicant is available from such electronic verification, the applicant will be required to provide identification issued by a recognized government agency (driver's license or government ID) showing his or her date of birth and residence address to complete the application process.

4. Provided that the account applicant's information has been positively identified, each applicant is assigned his or her TVG Personal Wagering Account Number and is asked to establish a Personal Identification Number consisting of four (4) numeric characters.

B. If an application form is used to establish an Account attach a copy of the form.

A copy of the application form available on www.tvg.com is provided behind **TAB E** to this document.

C. Name and address of the third party you will use to verify identity, residence and age verification:

Equifax Credit Information Services
P.O. Box 4472 Atlanta, GA 30302

5. OPERATION OF ADVANCE DEPOSIT WAGERING ACCOUNTS – must comply with Rule 2073.

A. Submit a copy of your plan for operation.

The Plan of Operation is attached hereto behind **TAB F.**

B. List the type of deposits you will accept:

Deposits will be accepted in the form of:

1. Check, money order or negotiable order of withdrawal;
2. Cash (at designated financial/retail outlets);
3. Charges made to an account holder's credit card or debit card upon the direct and personal instruction of the account holder, which may be given by telephone or other secure electronic means;
4. Transfer by means of an electronic funds or ACH (Automated Clearing House) transfer from a monetary account controlled by an account holder to his/her account, said account holder may

be liable for any charges imposed by the transmitting or receiving entity with such charges to be deducted from the account;

5. Stored value cards; and
6. Wire transfers.

C. Identify any fees or transaction-related charges and the amount that will be assessed:

Deposits may be subject to deposit fee charges. If an account is inactive for six (6) consecutive months, a $2.00 per month account maintenance fee may be assessed until the balance reaches zero and the account is terminated.

6. SECURITY ACCESS

A. Attach your security access policy and safeguards pursuant to Business and Professions Code section 19604(c)(2). Policy must include the following:

1. Description of the technology to ensure identity, residence, and age verification when an Account is established:

Please refer to Section 4.3.1 of the Plan of Operation attached hereto behind **TAB F**.

2. Description of the technology to ensure confidentiality of the Means of Personal Identification:

Please refer to Section 4.5.6 of the Plan of Operation attached hereto behind **TAB F**.

3. Methods and locations available for Account Holders to withdraw funds from their Account:

Please refer to Section 4.3.5 of the Plan of Operation attached hereto behind **TAB F**.

4. If the Advance Deposit Wagering records will be maintained at a site other than the out-of-state Hub provide the name, address, telephone and fax numbers and the hours of operation:

Please refer to Section 4.5.6 of the Plan of Operation attached hereto behind **TAB F**.

7. PARI-MUTUEL

A. Name, address and telephone number of the pari-mutuel audit firm:

Oregon Racing Commission
Suite 310
800 N.E. Oregon Street, #1 I
Portland, OR 97232
(503) 731-4052

B. Type(s) of pari-mutuel or totalizator equipment to be used and the simulcast organization, name of the entity supplying equipment, and expiration date of the service contract:

Totalizator services are provided by contract with Amtote International Inc.. The contract expires December 31,

2022. TVG is in the process of entering into a new totalizator agreement with United Tote that will be effective as of January 1, 2023. Please refer to Section 3 of the Plan of Operation behind **TAB F** for more details.

C. List the locations of the racing venues on which Advance Deposit Wagering will be accepted:

See **TAB G**

NOTICE – The pari-mutuel system used must use a device or combination of devices authorized and operated exclusively for placing, receiving, or otherwise making a wager and by which a person must subscribe to in order to place, receive or otherwise make a wager; an effective customer and age verification system and the appropriate data security standards to prevent unauthorized access by any person who has not subscribed or who is under the age of 18.

8. CONTRACTS AND AGREEMENTS

A. List name and address of all organizations you will contract with to facilitate Advance Deposit Wagering that are not provided in other sections of this application:

Amtote International Inc.
11200 Pepper Road
Hunt Valley, MD 21031
(410) 771-8700
Equibase Company LLC
821 Corporate Drive
Lexington KY 40503-2794
(859) 296-3079
Trackmaster, an Equibase Company
851 Fremont Ave. #109
Los Altos, CA 94024
(650) 947-9020

B. List each contract or agreement to facilitate Advance Deposit Wagering that is not finalized and signed: N/A

9. ADVERTISING

Name and address of the advertising agency you will use: N/A

NOTICE – Pursuant to Rule 2072-(h) all advertisements shall contain a statement that persons under 18 are not allowed to open or have access to Accounts. All advertisements shall contain contact information for a recognized problem-gambling support organization. Additionally, pursuant to Business and Professions Code section 19604(d)(3) advertisements shall not be deceptive to the public.

10. CERTIFICATION

I hereby certify under penalty of perjury that I have examined this Application, that all the foregoing statements in this Application are true and correct, and that I am authorized to attest to this Application.

____John Hindman_____	_____
Print Name	Signature
_EVP & General Counsel_____	9/27/22
Print Title	Date

Agenda Item 18

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR APPROVAL TO CONDUCT ADVANCE DEPOSIT WAGERING (ADW) OF CHURCHILL DOWNS TECHNOLOGY INITIATIVES COMPANY, DBA TWINSPIRES AND BETAMERICA, FOR AN OUT-OF-STATE MULTI-JURISDICTIONAL WAGERING HUB, FOR A PERIOD OF UP TO TWO YEARS

Regular Board Meeting
November 22, 2022

An approved out-of-state advance deposit wagering (ADW) provider may accept wagers from California residents on races conducted by an association or fair if an agreement is executed that allows said wagers, and the appropriate horsemen's organization approves the agreement. Such agreements and horsemen's approvals are submitted by the association or fair as part of its race meet application.

Breeds of racing on which wagers will be accepted from California residents on races conducted **out-of-state:** Hub agreements pending for Thoroughbred, Quarter Horse, Standardbred (harness).

Required Information	Status	Comments	CHRB Rule/Law
Surety Bond	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Current term of $500,000 surety bond is 12/31/22 to 12/31/23. Indefinite term, continues until canceled.	Rule 2072(b)
Financial Statements	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Received 10/3/22. Review completed 10/6/22.	Rule 2072(e)
Profit & Loss Statements for California Operations	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Received 10/3/22. Review completed 10/6/22.	Rule 2072(e)
Business Plan	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Received original 10/3/22. Received revised version on 10/24/22.	Rule 2072(e)
Plan of Operation	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Received 10/3/22.	Rule 2073
Security Access Policy	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Received 10/3/22.	Rule 2072(c)

Hub Agreements	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Not needed for application approval. None provided. Thoroughbred, Quarter Horse, and Standardbred hub agreements are in process.	BPC sec 19604(b)(2)(B)
Provide Copy of Hub Agreements to Horsemen's Organizations	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Required only if new hub agreement excludes horsemen's organization. N/A.	BPC sec 19604(b)(2)(D)
Provide Written Notice of Host & Hub Fees to Racing Associations & Fairs	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Required only if new hub agreement excludes association/fair. N/A.	BPC sec 19604(b)(2)(E)
Other - Management Personnel	☒ Accepted ☒ Follow Up Required ☐ Outstanding	Licenses expire during approval term: • Chad Riney, 4/30/23; • Benjamin Murr, 8/31/24; • Shirl McConville, 3/31/23. Must renew prior to expiration.	Rule 1481(b)(6)
Other - Officers and Directors	☒ Accepted ☒ Follow Up Required ☐ Outstanding	Licenses expire during approval term: • William C. Carstanjen, 2/28/23; • William E. Mudd, 4/30/23. Must renew prior to expiration.	Rule 1481(b)(2)
Other - Totalizator Contract	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Contract with AmTote International expires 10/31/2032.	

RECOMMENDATION: Staff recommends approval of the application as submitted. The application satisfactorily meets all requirements for approval.

STATE OF CALIFORNIA
CALIFORNIA HORSE RACING BOARD (CHRB)
APPLICATION FOR APPROVAL TO CONDUCT ADVANCE DEPOSIT WAGERING
CHRB-133 (Rev. 02/19)

Application is made to the CHRB for approval to conduct Advance Deposit Wagering in accordance with the California Business and Professions Code and CHRB Rules and Regulations (Rule) and the provisions of the Interstate Horseracing Act, 15 U.S.C. 3001 to 3007.

NOTICE – By submitting the Application the out-of-state Applicant consents to the jurisdiction of California courts and the application of California law as to all California wagers and operations.

Application must be filed not later than 90 days in advance of the date scheduled to conduct Advance Deposit Wagering and must be accompanied by a bond from a surety company admitted in the state of California or other form of financial security in the amount of $500,000.

1. OUT-OF-STATE MULTI-JURISDICTIONAL WAGERING HUB (out-of-state Hub)

A. Name, mailing address, telephone and fax numbers:
Churchill Downs Technology Initiatives Company
9931 Corporate Campus Drive, Suite 2000
Louisville, KY 40223
Phone: (502)636-4400 Fax: (502)394-1180

B. Name, title, license number and racing jurisdiction where licensed for all management personnel. Identify which management staff is responsible for California operations:

NOTICE: Rule 1481 provides that all management personnel responsible for California operations must hold a CHRB license.

Name and title	Racing Jurisdiction Where Licensed	License Number	Responsible for California Operations
C. Chad Riney	CA, IN, AZ, KY, NY, OR, MI	401353	■ Yes ☐ No
Benjamin Murr	See Exhibit 1.B	320172	■ Yes ☐ No
Marcia A. Dall	See Exhibit 1.B	323322	☐ Yes ■ No
Shirl McConville	See Exhibit 1.B	401355	■ Yes ☐ No
William C. Carstanjen	See Exhibit 1.B	323321	☐ Yes ■ No
William E. Mudd	See Exhibit 1.B	323323	☐ Yes ■ No
			☐ Yes ☐ No
			☐ Yes ☐ No

C. Name, title and mailing address of the California agent for receipt of service of process:
CT Corporation System
818 W. Seventh St, Suite 930, Los Angeles, CA 90017

D. Attach the contract with the California racing association or fair and the required horsemen's approval under the Interstate Horseracing Act that permits you to provide Advance Deposit Wagering services and identify the amount of the market access fee to be paid to the California racing association or fair for access to the California market for wagering purposes. **See Exhibit 2**

CHRB CERTIFICATION

Application received: 10/3/22
Reviewed: RP
Hearing date: 11/17/22
Approval date:

2. DATES OF OPERATION

A. Dates Advance Deposit Wagering will be conducted:
Every day of the year

B. Hours Advance Deposit Wagering will be conducted:
24 hours per day

3. BUSINESS STRUCTURE

A. ■ Corporation (complete subsection B)
☐ LLC (complete subsection C)
☐ Other (specify, and complete subsection D)

Complete the applicable subsection

B. CORPORATION

1. Registered name of the corporation: **Churchill Downs Technology Initiatives Company**

2. State where incorporated: **Delaware**

3. Registry or file number for the corporation: **4284783**

4. Name and CHRB license number of all officers and directors. Include titles, and the number of shares of the corporation held by each:

Churchill Downs Technology Initiatives Company d/b/a Twinspires.com (a Delaware corporation, wholly owned by Churchill Downs Incorporated)		
Officers		**Directors**
President	Benjamin Murr	William C. Carstanjen
Treasurer	Marcia A. Dall	William E. Mudd
Secretary	C. Chad Riney	Marcia A. Dall
No officer or director directly holds any shares of applicant. Applicant is wholly-owned by its parent company, Churchill Downs Incorporated (publicly traded as CHDN on NASDAQ).		

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. Include each person's CHRB license number (Notice: per Rule 1481, all persons that hold 5% or more of outstanding shares must hold a CHRB license): **None; applicant is 100% owned by Churchill Downs Incorporated**

6. Number of outstanding shares in the corporation: **100**

7. Are the shares listed for public trading? ☐ Yes ■ No
If yes, on what exchange and how is the stock listed:

Updated Item 3B4

Churchill Downs Technology Initiatives Company d/b/a Twinspires.com (a Delaware corporation, wholly owned by Churchill Downs Incorporated)				
Officers			**Directors**	
President	Benjamin Murr	Lic.# 320172	William C. Carstanjen	Lic.# 323321
Treasurer	Marcia A. Dall	Lic.# 323322	William E. Mudd	Lic.# 323323
Secretary	C. Chad Riney	Lic.# 401353	Marcia A. Dall	Lic.# 323322
No officer or director directly holds any shares of applicant. Applicant is wholly-owned by its parent company, Churchill Downs Incorporated (publicly traded as CHDN on NASDAQ).				

Applicant's shares are not listed for public trading. Applicant is a wholly-owned subsidiary of Churchill Downs Incorporated (publicly traded as CHDN on NASDAQ)

8. Name of the custodian of the list of shareholders and/or the transfer agent for the share holdings of the corporation: **C. Chad Riney**

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: **Churchill Downs Incorporated holds 100% of the shares of applicant.**

10. Attach the prior two years' annual financial statements for the corporation, including balance sheets and profit and loss statements, and a copy of all reports issued during the preceding 24 months to shareholders in the corporation and/or the Securities and Exchange Commission and/or the corresponding state where you registered your corporation. **See Exhibit 3**

11. Applicants not previously licensed by the CHRB to conduct ADW, proceed to subsection 12. Applicants previously licensed by the CHRB to conduct ADW: Attach the prior two years' annual profit and loss statements for the California ADW operations only. Include the methodology used to determine the cost allocation for the profit and loss statements. **See Exhibit 4**

12. Attach a business plan to include a detailed budget that shows anticipated revenue, expenditures and cash flow by month projected for the term of the approval. **See Exhibit 4**

C. LLC

1. Registered name of the LLC:

2. State where articles of organization are filed:

3. Registry or file number for the LLC:

4. Name and CHRB license number of all officers and directors. Include titles, and the number of shares of the LLC held by each:

5. Names (true names) of all members, **other than the officers and directors listed above**, that hold 5% or more of the outstanding shares in the LLC and the number of shares held by each. Include each person's CHRB license number (Notice: per Rule 1481, all persons that hold 5% or more of outstanding share must hold a CHRB license.):

6. Are the shares listed for public trading? ☐ Yes ☐ No
If yes, on what exchange and how is the stock listed:

7. 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:

8. Attach the prior two years' annual financial statements for the LLC, including balance sheets and profit and loss statements, and a copy of all reports issued during the preceding 24 months to shareholders in the LLC and/or the Securities and Exchange Commission and/or the corresponding state where you registered your corporation.

9. Applicants not previously licensed by the CHRB to conduct ADW, proceed to subsection 10. Applicants previously licensed by the CHRB to conduct ADW: Attach the prior two years' annual profit and loss statements for the California ADW operations only. Include the methodology used to determine the cost allocation for the profit and loss statements.

10. Attach a business plan to include a detailed budget that shows anticipated revenue, expenditures and cash flow by month projected for the term of the approval.

D. OTHER

1. Name(s) of partners/sole proprietor:

2. If a partnership, attach partnership agreement.

3. Attach the prior two years' annual financial statements for the partnership/sole proprietor. Include balance sheets and profit and loss statements, and a copy of all reports issued during the preceding 24 months to shareholders and/or the Securities and Exchange Commission and/or the corresponding state where you registered your corporation.

4. Applicants not previously licensed by the CHRB to conduct ADW, proceed to subsection 5. Applicants previously licensed by the CHRB to conduct ADW: Attach the prior two years' annual profit and loss statements for the California ADW operations only. Include the methodology used to determine the cost allocation for the profit and loss statements.

5. Names of all officers and directors, titles, and the number of shares of the LLC held by each:

6. Attach a business plan to include a detailed budget that shows anticipated revenue, expenditures and cash flow by month projected for the term of the approval.

4. ESTABLISHING ADVANCE DEPOSIT WAGERING ACCOUNTS – must comply with Rule 2074.

A. List the procedures to establish an Account: **See Exhibit 5 Plan of Operations, Section 2.1**

B. If an application form is used to establish an Account attach a copy of the form. **See Exhibit 6.**

C. Name and address of the third party you will use to verify identity, residence and age verification: **LexisNexis: 1000 Alderman Drive, Alpharetta Atlanta, GA 30005**

IDology: 2018 Powers Ferry Rd SE, Suite 270, Atlanta, GA 30339

5. OPERATION OF ADVANCE DEPOSIT WAGERING ACCOUNTS – must comply with Rule 2073.

A. Submit a copy of your plan for operation. **See Exhibit 5**

B. List the type of deposits you will accept: **See Exhibit 5 Plan of Operations, Section 2.1.1.3**

C. Identify any fees or transaction-related charges and the amount that will be assessed: **See Exhibit 5 Plan of Operations Sections 2.1.2.2 and 2.1.2.3**
$25.00 fee for returned transaction items, $5 monthly account maintenance fee for inactive accounts, deposit fees up to $5 per transaction, $1 fee for PayPal withdrawals.

6. SECURITY ACCESS

A. Attach your security access policy and safeguards pursuant to Business and Professions Code section 19604(c)(2). Policy must include the following:

1. Description of the technology to ensure identity, residence, and age verification when an Account is established: **See Exhibit 5 Plan of Operations Section 2.1.1.1**

2. Description of the technology to ensure confidentiality of the Means of Personal Identification: **See Exhibit 5 Plan of Operations Section 2.1.5**

3. Methods and locations available for Account Holders to withdraw funds from their Account: **See Exhibit 5 Plan of Operations Section 2.1.1.4**

4. If the Advance Deposit Wagering records will be maintained at a site other than the out-of-state Hub provide the name, address, telephone and fax numbers and the hours of operation: **801 Corporate Dr, Lexington, KY 40503. Phone (877) 774-7371. Hours of Operation: 9:00am to 1:00am (EST).**

7. PARI-MUTUEL

A. Name, address and telephone number of the pari-mutuel audit firm: **PricewaterhouseCoopers LLP, 500 W. Main St, Suite 1800, Louisville, KY 40202; Phone: (502)589-6100**

B. Type(s) of pari-mutuel or totalizator equipment to be used and the simulcast organization, name of the entity supplying equipment, and expiration date of the service contract: **Totalizator services are provided by United Tote Company**

C. List the locations of the racing venues on which Advance Deposit Wagering will be accepted: **See Exhibit 7. Tracks listed are subject to annual simulcast agreements.**

NOTICE – The pari-mutuel system used must use a device or combination of devices authorized and operated exclusively for placing, receiving, or otherwise making a wager and by which a person must subscribe to in order to place, receive or otherwise make a wager; an effective customer and age verification system and the appropriate data security standards to prevent unauthorized access by any person who has not subscribed or who is under the age of 18.

8. CONTRACTS AND AGREEMENTS

A. List name and address of all organizations you will contract with to facilitate Advance Deposit Wagering that are not provided in other sections of this application: **See Exhibit 8**

B. List each contract or agreement to facilitate Advance Deposit Wagering that is not finalized and signed: **Does not apply**

9. ADVERTISING

Name and address of the advertising agency you will use: **Does not apply.**

NOTICE – Pursuant to Rule 2072-(h) all advertisements shall contain a statement that persons under 18 are not allowed to open or have access to Accounts. All advertisements shall contain contact information for a recognized problem-gambling support organization. Additionally, pursuant to Business and Professions Code section 19604(d)(3) advertisements shall not be deceptive to the public.

10. CERTIFICATION

I hereby certify under penalty of perjury that I have examined this Application, that all the foregoing statements in this Application are true and correct, and that I am authorized to attest to this Application.

Chad Riney — Print Name

CR — Signature

Secretary, Churchill Downs Technology Initiatives Company — Print Title

9-30-22 — Date

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD REGARDING ENTERING INTO A VOLUNTARY IMPLEMENTATION AGREEMENT WITH THE HORSERACING INTEGRITY AND SAFETY AUTHORITY, INC.
Regular Board Meeting
November 22, 2022

ISSUE:

The Horseracing Integrity and Safety Act of 2020 (15 U.S.C. Sec. 3051, et seq.) ("the Act" or "HISA") is comprised of two programs: the Racetrack Safety Program, which went into effect July 1, 2022, and the Anti-Doping and Medication Program ("ADMC") Program, which will go into effect in January 2023. The attached draft Voluntary Implementation Agreement ("Agreement") was provided to the California Horse Racing Board on November 1 with a request that the Agreement be executed as soon as possible. It is intended to supersede the prior Agreement between the Board and the Authority, which only covered HISA's Racetrack Safety Program.

BACKGROUND:

At its May 19, 2022 meeting, the Board elected to enter into a Voluntary Implementation Agreement with the Authority. That agreement became effective July 1, 2022 and terminates upon the effective date of the Authority's ADMC Program. The ADMC Program has a planned effective date of January 1, 2023.

The ADMC Program will create a centralized testing process and apply uniform penalties for integrity violations efficiently and consistently across the United States. These rules and enforcement mechanisms will be administered by a new independent agency, the Horseracing Integrity and Welfare Unit ("HIWU"), established by Drug Free Sport International. HIWU will oversee testing, educate stakeholders on the new system, accredit laboratories, investigate potential integrity violations, and prosecute rule breaches.

ANALYSIS:

HISA does not require state racing commissions to enter into Voluntary Implementation Agreements with the Authority. However, any state racing commission that chooses not to do so will have its responsibilities shifted to personnel appointed by the Authority and/or HIWU. Duties no longer under the control of the Board would include appointing a Regulatory Veterinarian; enforcing safety regulations; conducting investigatory work; and adjudicating certain enforcement violations.

Regarding the Board's ability to enter into an Agreement with the Authority, Business and Professions Code (BPC) section 19440 provides, in part, that the Board has all powers necessary and proper for the "[a]dministration and

enforcement of all laws, rules, and regulations affecting horse racing and parimutuel wagering." Further, in 2022, the Board obtained new statutory authority affirming its ability to enter into contracts to enforce HISA and ensure the Board's employees and contractors may provide all services agreed to under an Agreement (SB 189, Chapter 48, Statutes of 2022).

RECOMMENDATION:

This item is presented for Board discussion and action. Should the Board elect to enter into a new Voluntary Implementation Agreement with the Authority and HIWU, staff requests that the Board authorize the Executive Director to 1) enter into the Agreement after securing all available credits to the assessment for calendar year 2023 and 2) appoint appropriate individual(s) to the required roles specified as needed for the duration of the Agreement.

VOLUNTARY IMPLEMENTATION AGREEMENT

THIS VOLUNTARY IMPLEMENTATION AGREEMENT (this "Agreement") is entered into as of ___day of _____2022, by and among the Horseracing Integrity and Safety Authority, Inc., a Delaware non-profit corporation whose mailing address is 401 West Main Street, Unit 222, Lexington, Kentucky 40507 (the "Authority"), the Horseracing Integrity & Welfare Unit, a division of Drug Free Sport, LLC ("Drug Free Sport"), a Delaware limited liability company whose mailing address is 2537 Madison Avenue, Kansas City, Missouri 64108 (the "Agency"), and the **[name of entity]** Commission, an agency of the **[add state]** state government whose mailing address is **[add address]** (the "Commission"). As used herein, the "Parties" shall mean the Authority, the Agency and the Commission, collectively; and a "Party" shall mean the Authority, the Agency or the Commission individually.

WHEREAS the Authority is a private, independent, self-regulatory, nonprofit corporation that was recognized for the purpose of developing and implementing a horseracing anti-doping and medication control program and a racetrack safety program for covered horses, covered persons, and covered horseraces by the Horseracing Integrity and Safety Act of 2020 (the "Act");

WHEREAS Drug Free Sport, a worldwide leader in the sport drug testing industry who administers comprehensive drug testing programs, manages national and international collections, and develops drug testing policies for a wide range of organizations around the world, created an entity to act as the anti-doping and medication control enforcement agency under the Act and to develop and enforce an independent and uniform thoroughbred anti-doping and medication control program ("ADMC Program");

WHEREAS the Agency was created to act as the anti-doping and medication control enforcement agency under the Act and to develop and enforce the ADMC Program;

WHEREAS the Commission is the independent agency of state government vested with jurisdiction to regulate the conduct of horse racing and pari-mutuel wagering on horse racing and related activities within the state of **[add state]** (the "State");

WHEREAS 15 USC § 3054(e)(2) of the Act permits the Authority to enter into agreements with state racing commissions for services consistent with the enforcement of the racetrack safety program (the "Racetrack Safety Program"), and 15 USC § 3060 permits the Authority to enter into agreements with state racing commissions for services consistent with the enforcement of the ADMC Program;

WHEREAS 15 USC § 3054(e)(2)(A) of the Act permits the Agency to enter into agreements with state racing commissions for services consistent with the enforcement of the ADMC Program; and

WHEREAS the Authority has determined that the Commission has the ability to implement certain areas of the Racetrack Safety Program in accordance with the rules, standards, and requirements established by the Act and the Authority; and

WHEREAS the Authority and the Agency have determined that the Commission has the ability to implement certain areas of the ADMC Program in accordance with the rules, standards, and requirements established by the Act, the Authority, and the Agency.

NOW THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

I. Racetrack Safety Program

A. Medical Director OR Intentionally Omitted[1]. The Commission/Executive Director of the Commission names and appoints _____ as Medical Director of the State (the "Medical Director"). The Authority and the State agree that the Medical Director shall carry out the duties and responsibilities of the Medical Director set forth in the Racetrack Safety Program, including, but not limited to, the duties and responsibilities set forth in Rule 2132 of the Racetrack Safety Program. Any person named to replace the individual named as Medical Director herein shall possess the qualifications set forth in Rule 2132(a) Racetrack Safety Program.

B. Safety Director. The Commission/Executive Director of the Commission names and appoints _____ as Safety Director of the State (the "Safety Director"). The Authority and the State agree that the Safety Director shall carry out the duties and responsibilities of the Safety Director set forth in the Racetrack Safety Program, including, but not limited to, the duties and responsibilities set forth in Rule 2131 of the Racetrack Safety Program. Any person named to replace the individual named as Safety Director herein shall possess the necessary qualifications to perform the duties and responsibilities set forth in Rule 2131 of the Racetrack Safety Program.

C. Stewards. The Commission/Executive Director of the Commission agrees that the stewards [tailor to specific jurisdictions] shall enforce the safety regulations set forth in the Rule 2200 Series of the Racetrack Safety Program. The Commission further agrees that the stewards shall also serve in the adjudicatory capacities set forth in the Rule Series 8000, "Enforcement Rules."

D. Regulatory Veterinarian. The Commission/Executive Director of the Commission names and appoints _____ as

[1] The Medical Director position is optional for the Commission to furnish. If the Commission does not elect to name and appoint a qualified individual, then the applicable jurisdiction can utilize the Authority's Medical Director program.

Regulatory Veterinarian of the State (the "Regulatory Veterinarian"). The Authority and the State agree that the Regulatory Veterinarian shall carry out the duties and responsibilities of the Regulatory Veterinarian set forth in the Racetrack Safety Program, including, but not limited to, the duties and responsibilities set forth in Rule 2135 of the Racetrack Safety Program. Any person named to replace the individual named as Regulatory Veterinarian herein shall possess the qualifications set forth in Rule 2134(a) Racetrack Safety Program.

E. Emergency Warning Systems. The Commission agrees to inspect and approve the racetrack emergency warning systems in use on all racing and training tracks at each racetrack under the jurisdiction of the Commission, as set forth in Rule 2153 of the Racetrack Safety Program. The Commission further agrees to provide the Authority with annual reports concerning the racetrack emergency warning systems on forms prescribed by the Authority and any additional reports as specifically requested by the Authority.

F. Trainers Test. The Commission agrees to require the use of the Authority's uniform National Trainers Test, as set forth in Rule 2181. Upon request by the Authority, the Commission shall provide documentation of satisfactory completion of the test for individual licensees. Upon request by the Authority, the Commission shall provide documentation of satisfactory completion of the test for individual licensees. Upon the Authority's request, the Commission shall make its California state trainers' test available for review by the Authority.

G. Training Opportunities. The Commission agrees to identify existing, or provide locally, training opportunities for all Racetrack employees having roles in Racetrack safety or direct contact with Covered Horses, as set forth in Rule 2182 of the Racetrack Safety Program. The Commission further agrees that the Authority may request and review information pertaining to the training opportunities available to racetrack employees as specified in Rule 2182 of the Racetrack Safety Program.

H. Testing Program. The Commission agrees to maintain a testing program for drugs and alcohol for Jockeys, as set forth in Rule 2191 of the Racetrack Safety Program. The Commission further agrees to submit the protocol for the testing program to the Authority. Upon request by the Authority, the Commission shall share with the Authority information pertaining to positive tests of individual Jockeys and shall make periodic reports concerning the testing program as directed by and on forms prescribed by the Authority.

I. Concussion Management. The Commission agrees to implement a concussion management program for Jockeys, as set forth in Rule 2192 of the Racetrack Safety Program. The Commission further agrees to submit the protocol for the concussion management program to the Authority.

J. Racetrack Safety Program Scope of Work. The scope of work and reporting obligations for the Racetrack Safety Program under this Agreement are those set forth in the Rule 2000 Series, "Racetrack Safety and Accreditation," and any additional policies and

procedures implemented by the Authority which are consistent with the Act and any regulations approved by the Federal Trade Commission pursuant to the Act ("HISA Policies"). Copies of HISA Policies will be communicated to the Commission. The Commission agrees to provide performance metrics in reasonable detail and at reasonable intervals on forms to be prescribed by the Authority.

K. Indemnification. The Authority expressly agrees to indemnify and hold harmless the Commission and its agents or employees from and against any and all claims, loss, damages, injury, liability and costs, including but not limited to reasonable attorneys' fees and court costs, resulting from, or arising out of, the Racetrack Safety Program Scope of Work as defined in this Agreement, except to the extent that such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by, or result from, the breach of this Agreement by, or the, willful misconduct, or intentional acts or omissions of, the Commission or its employees or agents. Any enforcement actions related to the Racetrack Safety Program Scope of Work will be the responsibility of and will be defended by the Authority. Any appeals or challenges to actions taken by Commission agents or employees when enforcing the Act or federal rules or regulations promulgated pursuant to the Act will proceed pursuant to the enforcement rules of the Act and will be defended by the Authority. Notwithstanding anything set forth in this Agreement to the contrary, this Agreement shall not be construed to waive any immunity under applicable state law, including, but not limited to, sovereign immunity, possessed by the Commission and its agents, contractors, or employees.

II. ADMC Program

A. ADMC Program Testing.

(1) The Commission agrees that the personnel currently used to conduct collections for thoroughbred race horses in the State (including, but not limited to, its employees and/or contractors) will conduct Sample collections in the State for, and under the authority of, the Agency pursuant to Rule Series 3000, "Equine Anti-Doping and Controlled Medication Protocol," including, but not limited to, the regulations under Rule 3130 (Testing & Investigations), and Rule Series 5000, "Equine Testing and Investigation Standards," of the ADMC Program, including, but not limited to, Post-Race Samples, Post-Work Samples, TCO2 testing, testing of Claimed Horses, and Out-of-Competition Samples] (the "Agency Samples"). Pursuant to Rule 5450, the Agency will authorize these personnel (the "Agency-Authorized Collection Personnel") to conduct sample collections for the ADMC Program.

(2) Testing Liaison. The Commission/Executive Director of the Commission names and appoints _____ as HIWU Testing Liaison of the State (the "HIWU Testing Liaison"). The Agency and the State agree that the Testing Liaison shall be the point-of-contact with the Agency for (a) the scheduling of the collections of Agency Samples by Agency-Authorized Collection Personnel, (b) any problems or issues that arise

during collections of Agency Samples by Agency-Authorized Collection Personnel, and (c) the delivery of any notice required under Rule Series 3000, "Equine Anti-Doping and Controlled Medication Protocol," to individuals present at racetracks or training facilities in the State. Any person named to replace the individual named as HIWU Testing Liaison shall be confirmed in written notice to the Agency.

(3) The Commission agrees that Agency-Authorized Collection Personnel will comply with the policies, procedures and instructions of the Agency while conducting the Sample collections for Agency Samples. With the exception of scheduling for Agency-Authorized Collection Personnel and monitoring Agency-Authorized Collection Personnel when they are carrying out responsibilities in accordance with the ADMC Program, the Commission agrees that it will not, in any way, be involved in the collection of Agency Samples, including, but not limited to, instructing or directing such State Sample Collection Personnel on which horses should be selected for testing at a given race or event, unless authorized by the Agency to do so. The Commission agrees that only Agency-Authorized Collection Personnel will be involved in the collection of Agency Samples, including giving directions and instructions to other Agency-Authorized Collection Personnel with respect to how to conduct any portion of a Sample collection.

(4) The Commission understands that, under the Act, its employees and contractors shall not test Covered Horses in the State unless it is at the direction of the Agency or has been authorized in advance and in writing by the Agency. No testing will occur pursuant to under the ADMC Program prior to January 1, 2023.

B. ADMC Program Investigations.

(1) The Commission agrees that personnel currently used to conduct investigations in the State (including, but not limited to, its employees and/or contractors) will conduct investigations in the State (the "State Investigative Personnel") for, and at the direction of, the Agency pursuant to Rule Series 3000, "Equine Anti-Doping and Controlled Medication Protocol," including, but not limited to, the regulations under Rule 3130 (Testing & Investigations), and Rule Series 5000, "Equine Testing and Investigation Standards," including the regulations under Rule 5700 (Standards for Investigations) of the ADMC Program (the "Agency Investigations"). In connection with Agency Investigations, the Investigations Liaison and State Investigative Personnel shall be deemed designees of the Authority pursuant to Rule 8400 (Investigatory Powers).

(2) Investigations Liaison. The Commission/Executive Director of the Commission names and appoints _____ as Investigations Liaison of the State (the "Investigations Liaison"). The Agency and the State agree that the Investigations Liaison shall be the point-of-contact with the Agency for the scheduling of any investigatory work requested by the Agency pursuant to subparagraph (1) above. Any person

named to replace the individual named as Investigations Liaison shall be confirmed in written notice to the Agency.

(3) The Commission agrees that State Investigative Personnel will comply with the policies, procedures and instructions of the Agency while conducting these Agency Investigations, and the Commission will not, in any way, be involved in decision-making in connection with these Agency Investigations, including, but not limited to, instructing or directing such State Investigative Personnel on which individuals or horses should be investigated, or when or where to conduct an Agency Investigation. However, the Commission reserves the right to address personnel issues, including, but not limited to, scheduling State Investigative Personnel's time and work assignments, as well as employee hiring, corrective actions, or discipline.

(4) The Commission understands that, under the Act, the Commission shall not conduct any investigation pertaining to the ADMC Program, including, but not limited to, any interviews or searches of any kind, relating to any Covered Horse, unless it is at the direction of the Agency. No Agency Investigations shall occur pursuant to this Agreement prior to January 1, 2023.

C. Access to Racetracks. The Commission agrees that any individual who presents a credential or letter of authorization issued by the Agency will be permitted access to any racetrack in the State at which Covered Horses compete, and such access will include all areas of the racetracks, including, but not limited to, the stable area.

D. Regulatory Veterinarian. As set forth in Paragraph I.D above, the Commission names and appoints **[add name of veterinarian]** as the Regulatory Veterinarian. The Parties agree that the Regulatory Veterinarian shall carry out the duties and responsibilities of the Regulatory Veterinarian set forth in the ADMC Program, including, but not limited to, the duties and responsibilities set forth in Rule Series 3000, "Equine Anti-Doping and Controlled Medication Protocol," and Rule Series 5000, "Equine Testing and Investigation Standards." Any person named to replace the individual named as Regulatory Veterinarian herein shall possess the qualifications set forth in Rule 2134(a) of the Racetrack Safety Program under the Act, and such replacement requires the prior written approval of the Agency.

E. Additional Testing.

(1) In addition to any Agency Samples collected at the direction of the Agency, the Commission may, under Rule 3132 (Authority to Test), request additional samples be collected from thoroughbred horses present in the State. Any such request must be made in writing to the Agency (attention: Kate Mittelstadt, Chief of Operations at HIWU@hiwu.org) and must include all the specific details of the requested testing (e.g., sample types, dates, location, rationale).

(2) The Agency may, in its absolute discretion, approve or reject the request. If the request is rejected, the Commission agrees that the requested testing will not be conducted by any person, organization, or entity within its authority or control. If the request is granted, (i) the Agency will determine which sample collection personnel will conduct the testing (i.e., Agency-Authorized Collection Personnel or personnel retained by the Agency), (ii) the collections will comply with Rule Series 3000, "Equine Anti-Doping and Controlled Medication Protocol," and Rule Series 5000, "Equine Testing and Investigation Standards," and (iii) all of the results of such testing will be sent to, and processed by, the Agency pursuant to Rule Series 3000, "Equine Anti-Doping and Controlled Medication Protocol," including all of the regulations in Rules 3240 and 3340 (Results Management)

(3) For each calendar year in which additional testing in the State is approved and conducted pursuant to this Paragraph II.E, the Commission agrees to cover the following expenses for such additional testing: the actual cost for collection personnel, equipment, shipping, and laboratory expenses

F. Testing Laboratories.

(1) For the 2023 calendar year, the Commission agrees that Agency Samples will be sent to, and the Agency Samples which are "A" samples will be analyzed by, **[add laboratory]** (the "State-Appointed Testing Laboratory"). For each subsequent year of this Agreement, the Commission will appoint the State-Appointed Testing Laboratory by the September 30 of the prior year (e.g., September 30, 2023 for 2024) by providing written notice of the appointment to the Agency. The State-Appointed Testing Laboratory must be a laboratory accredited by the Agency.

(2) The Commission understands that, under the Act, any analysis performed on Agency Samples which are "B" Samples will be sent to, and analyzed by, a laboratory selected by the Agency that is different from the State-Appointed Testing Laboratory.

(3) Notwithstanding any laboratory selection made by the Commission pursuant to subparagraph (1) above, if the laboratory selected by the Commission cannot adequately analyze any Agency Sample for any specific substance or method requested by the Agency, the Commission understands that, under the Act, the Agency may have the Samples (both "A" and "B") sent to a different laboratory of the Agency's choosing. The Commission also understands that the Agency has the authority to direct further analysis on all Agency Samples at its discretion.

G. Credits for Testing.

(1) The Commission will receive a credit to its 2023 assessment, which was sent by the Authority to the Commission on October 17, 2022 (the "State Testing Credit") of an estimated amount for costs, including the costs of Agency-Authorized Collection Personnel

required for the guaranteed minimum of Race Day testing, including Post-Race, and TCO2 testing, as well as additional Post-Work, Vet's List and/or out-of-competition testing all conducted on Race Days, and testing of all Claimed Horses. These estimated costs include travel, per diem, and other direct and additional costs associated with the collections conducted by Agency-Authorized Personnel. The Parties agree that, for the 2023 calendar year, the Commission's total State Testing Credit will be $__ million.

(2) The Commission shall be eligible to receive an additional credit reflecting the costs for any Agency-Authorized Collection Personnel who conduct additional out-of-competition testing outside of Race Day for the Agency during the term of this Agreement.

(3) In each subsequent year of this Agreement, the Agency will provide the State with the annual State Testing Credit by the November 1 of the previous year (e.g., November 1, 2023 for 2024).

(4) The Commission agrees that by October 1 of each calendar year of the Agreement it will provide the Agency with a list of the thoroughbred racing days to be held in its State in the subsequent calendar year, including dates, locations, and number of races each day. The Commission also agrees to provide the Agency with prompt notice of any changes to this list.

H. Reimbursement for Investigations. The Agency agrees to reimburse the Commission for any actual costs or expenses incurred in connection with any Agency Investigation in the State conducted pursuant to Paragraph II.B above. The Commission agrees to invoice the Agency quarterly for such costs and expenses.

I. Training Opportunities. The Commission agrees to identify existing, or provide locally, training opportunities for all Agency-Authorized Collection Personnel and State Investigations Personnel to be organized in conjunction with the Agency. The Commission further agrees that the Agency may request and review information pertaining to the training opportunities available to Agency-Authorized Collection Personnel and State Investigations Personnel.

J. Arbitration Procedures. The Commission understands that, under the Act, any anti-doping rule or controlled medication rule violations alleged to have occurred in the State will be processed pursuant to Rule Series 7000, "Arbitration Procedures," and that, under these regulations, alleged anti-doping rule violations will be heard by the Arbitral Body and alleged controlled medication rule violations will be heard by the Internal Adjudication Panel. The Commission agrees that its employees, consultants and other agents (including, but not limited to, Agency-Authorized Collection Personnel and State Investigative Personnel) will cooperate with any process or proceeding conducted pursuant to the Arbitration Procedures, including, but not limited to, providing documents and testimony in connection with the case or matter. The Agency understands that any costs associated with preparation, testimony or any other expenses

incurred by Agency-Authorized Collection Personnel or Investigative Personnel shall be the sole responsibility of the Agency.

K. ADMC Program Scope of Work.

(1) The scope of work and reporting obligations for the ADMC Program ("State Requirements") under this Agreement are those set forth in the Rule Series 3000, "Equine Anti-Doping and Controlled Medication Protocol," Rule Series 5000, "Equine Testing and Investigation Standards," and any additional policies and procedures implemented by the Agency which are consistent with the Act and any regulations approved by the Federal Trade Commission pursuant to the Act ("HIWU Policies"). Copies of HIWU Policies will be communicated to the Commission. General State Requirements are set forth on Exhibit A to this Agreement.

(2) The Commission understands that Agency-Authorized Collection Personnel must acquire and maintain certification from the Agency in order to be permitted to conduct collections of Agency Samples. The Commission agrees to provide information relating to the compliance of its Agency-Authorized Collection Personnel with the Rule Series 3000, "Equine Anti-Doping and Controlled Medication Protocol," Rule Series 5000, "Equine Testing and Investigation Standards," and HIWU Policies at reasonable intervals and on forms to be specified by the Agency.

(3) The Commission agrees to provide the Agency with (a) a certification that all Agency-Authorized Collection Personnel have satisfactorily completed a background check within a completion date no earlier than January 1, 2022, and (b) completed conflict of interest statements (in a form specified by the Agency) from all Agency-Authorized Collection Personnel. The Commission understands that the requirements of subparagraphs (a) and (b) are a condition of certification of Agency-Authorized Collection Personnel by the Agency.

(4) If at any time during the term of this Agreement, the Agency, with good cause, believes that any individual Agency-Authorized Collection Personnel or State Investigative Personnel is not satisfying the requirements set forth in this Agreement, it shall notify the Commission of the reasons for its good faith basis in writing. The Commission agrees to take any necessary action to promptly correct the non-compliant conduct or prevent any future non-compliance to the satisfaction of the Agency. If the individual at issue continues to be non-compliant, or if the initial conduct was so egregious as to warrant removal (as determined by the Agency in its sole discretion), then the Agency may revoke the individual's certification and require the Commission to cease assigning said individual to perform further services under this Agreement. The Commission shall promptly comply with such request. Any action by the Agency under this Paragraph shall in no way affect the employment status of any individual and shall in no way impair the Commission's right to continue to employ such individual. The

Agency acknowledges that Agency-Authorized Collection Personnel and State Investigative Personnel are not employees of the Agency.

L. Information Sharing.

(1) The Commission agrees that it will provide the Agency, on a timely basis, with any information, documentation, or evidence that it receives or discovers relating to possible violations of the ADCM Program.

(2) The Agency agrees that it will provide the Commission, on a timely basis, with any information, documentation, or evidence that it receives or discovers relating to possible violations of the State's laws, regulations, or rules applicable to racing horses other than Covered Horses.

(3) In addition to any notifications required by the Act to be made by the Agency to the Commission, the Agency will make its best efforts to notify the Commission of negative tests from the Agency Samples that are "A" Samples for a specific Race Day within three (3) business days of the Agency's receipt of those results from the State-Appointed Testing Laboratory. This notification will be made by email to [add state individual and email address] once all of the results for that day have been received by the Agency. To the extent that the Commission has any authority concerning the purse account, the Commission agrees that all purses will be held until this notification of results is received by the Commission from the Agency.

M. Confidentiality. The Commission agrees that the content of any notices, including EAD Notices under Rule 3245 and ECM Notices under Rule 3345, received by it from the Agency pursuant to the Rule Series 3000, "Equine Anti-Doping and Controlled Medication Protocol," (the "Confidential Information") will not be publicly disclosed by the Commission or its officers, directors, employees, or agents unless and until (a) that information has been publicly disclosed by the Agency pursuant to the requirements of the Act, or (b) the Agency has given written consent for the information to be disclosed. In addition, the Commission agrees not to disclose the Confidential Information to any person other than to such of its officers, directors, employees, or agents who have a need to know and who agree to be bound by the confidentiality provisions hereof. The Commission agrees that it will be responsible for any breach of this Agreement by its officers, directors, employees, or agents.

N. Indemnification. The Authority expressly agrees to indemnify and hold harmless the Commission and its employees or agents from and against any and all claims, loss, damages, injury, liability and costs, including, but not limited to, reasonable attorneys' fees and court costs, resulting from, or arising out of, the ADMC Program Scope of Work as defined in Paragraph II.K above, except to the extent that such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by, or result from, the breach of this Agreement by, or the, willful misconduct, or intentional acts or omissions of, the Commission or its employees or agents. Any enforcement actions related to the ADMC Program Scope of Work will be the

responsibility of, and will be defended by, the Authority and the Agency. Any appeals or challenges to actions taken by Commission employees or agents when enforcing the Act or federal rules or regulations promulgated pursuant to the Act will proceed pursuant to the enforcement rules of the Act and will be defended by the Authority and the Agency. Notwithstanding anything set forth in this Agreement to the contrary, this Agreement shall not be construed to waive any immunity under applicable state law, including, but not limited to, sovereign immunity, possessed by the Commission and its agents, contractors, or employees.

III. General Provisions

A. Term and Termination.

(1) This Agreement shall be effective (the "Effective Date") on the first business day following the full execution of this Agreement by the Parties, or if further approvals are required under applicable state law, the later to occur of: (i) the approval of this Agreement by the Commission; and (ii) the approval of any other state agency, commission, board or authority for which approval is required under state law. If the Effective Date does not occur on or before January 1, 2023, this Agreement shall terminate and be of no force or effect.

(2) This Agreement may be terminated by any Party upon one hundred twenty (120) days written notice.

(3) This Agreement may be terminated by the Agency upon sixty (60) days written notice if the Agency has determined, in good faith, that the Commission, Agency-Authorized Collection Personnel, or State Investigative Personnel have failed to substantially comply with the requirements of Rule Series 3000, "Equine Anti-Doping and Controlled Medication Protocol," Rule Series 5000, "Equine Testing and Investigation Standards," or any HIWU Policy. Any written notice provided pursuant to this subparagraph shall include the basis for the Agency's determination.

(4) If any Party defaults in a material obligation under this Agreement and continues in default for a period of thirty (30) days after written notice of default is given to it by another Party, the other Party may terminate and cancel this Agreement, immediately upon written notice of termination given to the defaulting Party.

(5) If this Agreement is terminated pursuant to this Paragraph III.A, (a) any State Testing Credit provided to the Commission pursuant to Paragraph II.G above will be reduced on a pro-rata basis, (b) the certification of all Agency-Authorized Collection Personnel will be revoked by the Agency, and (c) the Agency will, pursuant to the Act, take direct control of all anti-doping and controlled medication testing and investigative operations in the State with respect to Covered Horses.

(6) In addition to any right of termination granted to the Agency pursuant to this Agreement, the Agency may request that the Authority reduce the Commission's Testing Credit, on a pro-rata basis, for any period of time that the Agency determines that the Commission has not complied with its material obligations under this Agreement. The Agency will provide the Authority and the Commission written notice of the request, which will include the basis for the Agency's determination and the time period covered by the request. The Authority will make a decision on the request within thirty (30) days of receiving the Agency's request.

B. Notices. All notices required to be provided hereunder shall be in writing and shall be deemed delivered if (1) sent by facsimile, upon confirmation of faxing, (2) if sent by overnight courier, by the date after mailing, (3) if by hand delivery, upon actual receipt or (4) if by certified mail, return receipt requested and postage prepaid, on the third business day after deposit in the mails, to the addressee set forth below (with a copy emailed to the email addresses set forth below) or at such other location as such Party notifies the other pursuant to this provision.

If to the Authority:

401 West Main Street, Unit 222
Lexington, Kentucky 40507
Attention: Lisa Lazarus
lisa.lazarus@hisaus.org

with a copy to:

Ransdell Roach & Royse PLLC
176 Pasadena Drive, Building One
Lexington, Kentucky 40502
Attention: John C. Roach
john@rrrfirm.com

If to the Agency:
2537 Madison Avenue
Kansas City. MO 64108
Attention: Ben Mosier,
Executive Director
bmosier@hiwu.org

with a copy to:
Michelle Pujals,
HIWU General Counsel
mpujals@hiwu.org

If to the Commission:

_____

_____

Attention: _____

with a copy to:

_____

_____

Attention: _____

C. Severability. If any part of this Agreement is determined to be invalid or illegal by any court or agency of competent jurisdiction, then that part shall be limited or curtailed to the extent necessary to make such provision valid, and all other remaining terms of this Agreement shall remain in full force and effect.

D. Entire Agreement. This Agreement constitutes the entire agreement among the Parties and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, among the Parties with respect to the subject matter hereof.

E. Amendment and Waiver. This Agreement may be modified or amended only in a writing signed by all Parties. A Party's failure to act hereunder shall not indicate a waiver of its rights hereto. No waiver of any provision of this Agreement shall be valid unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Agreement or the waiver by any Party of any breach of this Agreement shall not prevent any subsequent enforcement of such term and shall not be deemed a waiver of any subsequent breach.

F. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the state of California, without regard to its conflicts of laws principles.

G. Assignability. The Agency may assign this Agreement to an affiliate, a successor in connection with a merger, acquisition, or consolidation, or to the purchaser in connection with the sale of all or substantially all of Service Provider's assets without notice to the Commission. This Agreement and all of the terms and provisions hereof will be binding upon, enforceable against, and will inure to the benefit of, the Parties hereto and their respective successors and assigns.

H. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Any signature page delivered by facsimile, telecopy machine, portable document format (.pdf) or email shall be binding to the same extent as an original.

I. Headings; Interpretation. The headings in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement. All references herein to the masculine, neuter or singular shall be construed to include the masculine, feminine, neuter or plural, as appropriate.

IN WITNESS WHEREOF, the undersigned have executed this Voluntary Implementation Agreement as of date first written above.

HORSERACING INTEGRITY AND SAFETY AUTHORITY, INC.

By: _____

Name: Lisa Lazarus
Title: Chief Executive Officer

HORSERACING INTEGRITY & WELFARE UNIT,
A DIVISION OF DRUG FREE SPORT, LLC

By: _____

Name: Ben Mosier
Title: Executive Director

[Add State Entity]

By: _____
Name: _____
Title: _____

EXHIBIT A

STATE REQUIREMENTS

The State Requirements set forth below are general in nature and for illustrative purposes only. More specific requirements will be set forth in the HIWU Policies.

- Race Day collection personnel (at a minimum, 1 Veterinarian, 1 Veterinarian Tech, 1 Test Barn Supervisor, and 5 assistants (with responsibilities including notifications, urine collections, and chaperoning))
- Security guard for Test Barn, which may include track security
- Collection personnel for Vets' List and Post-Workout Testing (including at least 1 Veterinarian)
- Scheduling of Agency-Authorized Collection Personnel for Race Day, Vets' List and Post-Workout Testing
- Notification (within 48 hours) to Agency of Vets' List and Post-Workout Testing; the specific requirements for notification will be set forth in HIWU Policies
- Agency-Authorized Collection Personnel for Out-of-Competition Testing (if applicable)
- Coordination of shipping of Agency Samples to selected laboratories
- State Investigative Personnel for service of notices and accompanying searches
- State Investigative Personnel for other tasks as requested by the Agency and agreed upon by the Commission
- Coordination of Stewards to assist with directing the selection of horses to the Test Barn on Race Days pursuant to HIWU Policies
- Coordination of training and certification of Agency-Authorized Collection Personnel
- Coordination of training of State Investigative Personnel
- Minimum employment and workers' compensation insurance policies required by law
- Required work permits/authorizations for Agency-Authorized Collection Personnel and State Investigative Personnel

Agenda Item 20

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD REGARDING THE PROPOSED AMENDMENT TO CHRB RULE 1867, PROHIBITED VETERINARY PRACTICES, TO CLARIFY SUBSECTION (B) REGARDING FEDERAL DRUG ADMINISTRATION APPROVED MEDICATIONS.

Regular Board Meeting
November 22, 2022

ISSUE:

Over the last year, the California Veterinary Medical Board has filed accusations against several CHRB licensed veterinarians alleging, among other causes of action, that they have violated CHRB Rule 1867(b) by prescribing compounded medications. While compounded medications are, by definition, not FDA approved, they are allowed by state and federal law for the treatment of many species, including horses. In fact, compounded medications are often the only appropriate treatment and the use thereof are the standard of care in veterinary medicine, especially for large animals. The CHRB has always interpreted its regulation to allow for compounded medications as long as the ingredients are FDA approved and the compounding is performed in compliance with all state and federal laws and regulations. This interpretation is derived from both the regulatory history of 1867 and the prosecutorial record of the CHRB. Nevertheless, the VMB has alleged that CHRB-licensed veterinarians violate this rule by prescribing the aforementioned compounded medications. The CHRB therefore seeks to amend the language of 1867 in an emergency regulation order to provide clarity for practitioners and insulate them from erroneous allegations of violation of this rule. The California Veterinary Medical Board provided feedback on the proposed amendments, and that feedback was considered in the proposal before the Board. Given the present, severely negative impact on CHRB licensed veterinarians due to this incorrect interpretation by the California Veterinary Medical Board, these regulatory changes, if approved by the Board, will be pursued in an emergency fashion.

ANALYSIS:

Filing an emergency regulation with the Office of Administrative Law (OAL) differs procedurally from the standard rulemaking process. Essentially, the accelerated filing allows the emergency regulation to take effect approximately 17 days after it is noticed to the public. Specifically, the process entails the following:

- At least 5 working days before filing with OAL, the state agency must mail and post an emergency Notice. The Notice must include the proposed text and the "Finding of Emergency."
- After at least 5 working days have passed, the agency may file the emergency regulation with OAL. OAL then has 10 days to approve or deny the emergency regulation.
- During the first 5 days of OAL's review, the public may submit comments to OAL with a copy to the state agency.

- The agency has until the 8th day of OAL's 10-day review to submit rebuttal to any public comments made to OAL; however the agency is not required to respond to public comments.
- On the 10th day after the emergency regulation is filed, OAL will either approve or deny the emergency regulation, and if approved, it will be filed with the Secretary of State and become effective immediately.
- Once an emergency regulation is approved, it is effective for 180 days. If the agency wishes to make the emergency regulation a permanent regulation, it must undergo the regular rulemaking process during that 180-day period. Only if the agency has made substantial progress towards adopting a permanent regulation may it readopt the emergency regulation for two additional 90-day periods.

The proposed emergency amendment to Rule 1867, Prohibited Veterinary Practices, would address this emergency situation by clarifying that the use or possession of compounded medications is not a violation of CHRB Rule 1867 if done in the approved manner. Clarifying this regulation will provide guidance to licensees and prevent misinterpretation by another regulatory agency.

RECOMMENDATION:

The submission of these emergency regulations is presented to the Board for discussion and action.

CALIFORNIA HORSE RACING BOARD
TITLE 4. CALIFORNIA CODE OF REGULATIONS
DIVISION 4. CALIFORNIA HORSE RACING BOARD
ARTICLE 15. VETERINARY PRACTICES
PROPOSED AMENDMENT OF RULE 1867
PROHIBITED VETERINARY PRACTICES

1867 Prohibited Veterinary Practices.

For purposes of this division, prohibited veterinary practices means:

(a) The possession and/or use on the premises of a facility under the jurisdiction of the Board of any drug, substance, doping agent, or medication specified below for which a recognized analytical method has not been developed to detect and confirm its administration; or the use of which may endanger the health and welfare of the horse, or the safety of the rider or driver, or alter equine performance.

(1) Erythropoietin (EPO) and analogs;

(2) Darbepoietin and analogs;

(3) Venoms or derivatives thereof;

(4) Growth hormone and analogs and growth hormone releasing factory including growth hormone releasing hormone GHRH, and its analogs, except platelet rich plasma and autologous conditioned plasma, are permitted provided such treatment is pursuant to a valid veterinary prescription made in accordance with all rules and regulations in this division, and the treatment is reported to the Official Veterinarian on form CHRB-60 (Rev. 7/15) (Trainer Medication Report), regardless of whether or not the horse is treated within or outside of a licensed inclosure;

(5) Ractopamine and ractopamine metabolites or analogs;

(6) Zilpaterol and zilpaterol metabolites or analogs;

(7) Aminoimidazole carboxamide ribonucleotide (AICAR);

(8) Hemopure;

(9) Myo-Inositol Trispyprophosphate (ITPP);

(10) Oxyglobin;

(11) Thymosin beta;

(b) The possession and/or use on the premises of a facility under the jurisdiction of the Board of any drug, substance or medication that has not been approved by the United States Food and Drug Administration (FDA) for use in the United States.

(1) Possession or use of any compounded drug, substance, or medication, manufactured according to Federal and State laws and regulations, shall not be considered a prohibited veterinary practice if:

(A) There are no other human or animal drugs approved by the FDA and available to satisfy the need for the compounded drug; and

(B) The drug is compounded by a California licensed veterinarian or California licensed pharmacy.

(c) The presence of any drug, substance or medication described in subsections (a)(1) through (a)(11), and subsection (b) of this regulation in any test sample obtained consistent with Rules 1858, 1859, 1859.1, and 1859.25 of this article, and the provisions of this article, shall apply to such sample in the same manner as if the horse were entered to race (See Title 4, California Code of Regulations, section 1843.3). ~~The Board may grant an exception to this subsection if the person or persons seeking the exemption submits written documentation that demonstrates an FDA exemption has been obtained.~~

Authority cited:
Sections 19440, 19562, 19580 and 19582,
Business and Professions Code.

Reference:
Sections 19580, 19581 and 19582,
Business and Professions Code.

Agenda Item 21

CALIFORNIA HORSE RACING BOARD

November 22, 2022

REGULAR BOARD MEETING

There is no board package material for Item 21

Agenda Item 22

CALIFORNIA HORSE RACING BOARD

November 22, 2022

REGULAR BOARD MEETING

There is no board package material for Item 22

Agenda Item 23

CALIFORNIA HORSE RACING BOARD

November 22, 2022

REGULAR BOARD MEETING

There is no board package material for Item 23