

CALIFORNIA HORSE RACING BOARD

1010 Hurley Way, Suite 300

Sacramento, CA 95825

www.chrb.ca.gov

(916) 263-6000

information@chrb.ca.gov

REGULAR MEETING

Of the **California Horse Racing Board (CHRB/Board)** will be held on **Thursday, August 17, 2023**, commencing at **9:30 a.m.** at the **Del Mar Hilton, 15575 Jimmy Durante Blvd, Del Mar, California**. The audio portion only of the California Horse Racing Board regular meeting will be available online through a link at the CHRB website (www.chrb.ca.gov) under “Webcasts.”

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

AGENDA

Action Items:

1. **Approval of the minutes of May 18, 2023.**
2. **Approval of the minutes of June 29, 2023.**
3. **Report from the Race Dates Committee.**
4. Discussion and action by the Board on **Southern California 2024 race-date allocations.**
5. Discussion and action by the Board on the **Application for License to Conduct a Horse Racing Meeting of the Los Angeles Turf Club II (T), at Santa Anita**, commencing September 27, 2023, through November 7, 2023, inclusive.
6. 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 September 13, 2023, through September 26, 2023, inclusive.
7. Discussion and action by the Board regarding the proposed **amendment and public comment received for CHRB Rule 1867, Prohibited Veterinary Practices**, to clarify subsection (b) regarding Federal Drug Administration approved medications. (Note: This concludes the 45-day public comment period. The Board may adopt the proposal as presented).
8. Discussion and action by the Board regarding the **proposed amendments and public comment received for CHRB Rule 1846.5, Postmortem Examination, and Rule 1846.6,**

Postmortem Examination Review. (Note: The 45-day public comment period ended on May 30, 2023. The Board may adopt the proposal as presented).

9. Discussion and action by the Board regarding the proposed **amendment of CHRB Rule 1500, Apprentice Jockey, and Rule 1619, Apprentice Allowance**, to align with current health and safety standards for jockeys.
10. Discussion and action by the Board regarding **Fasig-Tipton's request for authorization of its upcoming horse sale at Fairplex in Pomona, California**, pursuant to CHRB Rule 1807, Authorized Horse Sales.
11. Discussion and action by the Board regarding the request for **approval of the nominated members to the Board of Directors of the California Thoroughbred Horsemen's Foundation, Inc.**, pursuant to CHRB Rule 2049(a), Designation and Approval of Horsemen's Welfare Fund.
12. **Update from the California Horse Power Coalition.**
13. Reports
 - A. **Executive Director's Report.**
 - B. **Equine Medical Director's Report.**
14. **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.
15. **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).
16. **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. 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 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

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SACRAMENTO, CA 95825

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**PENDING ADMINISTRATIVE ADJUDICATIONS**
AUGUST 2023

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

CASE**A. Decision Not To Adopt & Further Argument****Trainer Eoin Harty**

Case Number: SAC 23-0006

B. Proposed Decision of Medication Violation**Trainer Jose Castillo**

Case Number: 23SW0007

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**PENDING LITIGATION**
AUGUST 2023**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 (Et. al)**
Superior Court of California, County of Los Angeles
- D. Jamgotchian v. California Horse Racing Board**
U.S. District Court, Central District of California
- E. Jamgotchian v. Lewis et al.**
Superior Court of California, County of Alameda

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**REGULAR BOARD MEETING MINUTES**

- Date and Time:** May 18, 2023 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
Demascus Castellanos, Member
Brenda Washington Davis, Member
Dennis Alfieri, 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 APRIL 20, 2023.**Motion:** Approve.**Motioned/Seconded:** Castellanos/Washington Davis**Roll call vote:** **Aye:** Castellanos, Gonzales, Washington Davis, Ferraro. **Nay:** None.**Motion carried.**

Page 3 in the Board transcript.

2. DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE DEL MAR THOROUGHBRED CLUB AT THE DEL MAR RACETRACK, COMMENCING JULY 12, 2023, THROUGH SEPTEMBER 12, 2023.**Motion:** Approve.**Motioned/Seconded:** Gonzales/Alfieri.**Roll call vote:** **Aye:** Washington Davis, Castellanos, Alfieri, Gonzales, Ferraro. **Nay:** None.**Motion carried.**

Pages 4–12 in the Board transcript.

3. DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE ALAMEDA COUNTY FAIR AT PLEASANTON, COMMENCING JUNE 14, 2023, AND CONTINUING THROUGH JULY 11, 2023, INCLUSIVE.

Proceedings of the Regular Meeting of May 18, 2023

Motion: Approve.

Motioned/Seconded: Castellanos/ Washington Davis

Roll call vote: Aye: Washington Davis, Castellanos, Alfieri, Gonzales, Ferraro. **Nay:** None.

Motion carried.

Pages 12–17 in the Board transcript.

4. DISCUSSION AND ACTION BY THE BOARD ON THE **APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE LOS ANGELES COUNTY FAIR AT LOS ALAMITOS**, COMMENCING JUNE 21, 2023, AND CONTINUING THROUGH JULY 11, 2023, INCLUSIVE .

Motion: Approve.

Motioned/Seconded: Washington Davis/Castellanos

Roll call vote: Aye: Gonzales, Alfieri, Castellanos, Washington Davis, Ferraro. **Nay:** None.

Motion carried.

Pages 17—19 in the Board transcript.

5. DISCUSSION AND ACTION BY THE BOARD REGARDING THE **PROPOSED AMENDMENT OF CHRB RULE 1875, FIREARMS**, TO PROHIBIT THE POSSESSION OF WEAPONS AND AMMUNITION WITHIN A CHRB INCLOSURE.

Motion: Approve.

Motioned/Seconded: Castellanos/Ferraro

Roll call vote: Aye: Washington Davis, Gonzales, Alfieri, Castellanos, Ferraro. **Nay:** one.

Motion carried.

Pages 19–23 in the Board transcript.

6. DISCUSSION AND ACTION BY THE BOARD ON THE **APPROVAL FOR THE DISTRIBUTION FROM ADW MARKET ACCESS FEES FOR WAGERS PLACED BY CALIFORNIA RESIDENTS** ON ALL LIVE AND IMPORTED RACES HOSTED BY THE CALIFORNIA AUTHORITY OF RACING FAIRS FOR THE PERIOD JUNE 14, 2023, THROUGH OCTOBER 17, 2023, TO BE UTILIZED TO FUND A CALIFORNIA CO-OP MARKETING PROGRAM AS PERMITTED UNDER BUSINESS AND PROFESSIONS CODE SECTION 19604(F)(5)(E).

Motion: Approve.

Motioned/Seconded: Castellanos/Alfieri.

Roll call vote: Aye: Washington Davis, Gonzales, Castellanos, Alfieri, Ferraro. **Nay:** None.

Motion carried.

Pages 23–24 in the Board transcript.

7. REPORTS.

A. EXECUTIVE DIRECTOR'S REPORT

Pages 25–27 in the Board transcript.

B. EQUINE MEDICAL DIRECTOR'S REPORT.

Proceedings of the Regular Meeting of May 18, 2023

Pages 27–29 in the Board transcript.

8. PUBLIC COMMENT.

Page 29 in the Board transcript.

MEETING ADJOURNED AT 10:39 A.M.

Proceedings of the Regular Meeting of May 18, 2023

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

Chairman

Executive Director

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**REGULAR BOARD MEETING MINUTES**

Date and Time: June 29, 2023, at 9:30 a.m.

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

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

Staff Members Present: Scott Chaney, Executive Director
Amanda Brown, Staff Counsel
Jeff Blea, Equine Medical Director

1. APPROVAL OF THE MINUTES OF MAY 18, 2023.**Motion:** Approve.**Motioned/Seconded:** Gonzales/Davis.**Roll call vote:** **Aye:** None. **Nay:** None. **Abstain:** Alfieri. **Moved to following Board meeting due to lack of quorum.**

Pages 3–4 in the Board transcript.

2. DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE PACIFIC RACING ASSOCIATION (II) AT GOLDEN GATE FIELDS, COMMENCING AUGUST 23, 2023, AND CONTINUING THROUGH OCTOBER 3, 2023.**Motion:** Approve.**Motioned/Seconded:** Gonzales/Davis.**Roll call vote:** **Aye:** Alfieri, Gonzales, Davis, Ferraro. **Nay:** None. **Motion carried.**

Pages 4–15 in the Board transcript.

3. DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE CALIFORNIA EXPOSITION AND STATE FAIR, COMMENCING JULY 12, 2023, THROUGH AUGUST 1, 2023.**Motion:** Approve.**Motioned/Seconded:** Gonzales/Alfieri.**Roll call vote:** **Aye:** Davis, Gonzales, Alfieri, Ferraro. **Nay:** None. **Motion carried.**

Pages 15–19 in the Board transcript.

Proceedings of the Regular Meeting of June 29, 2023

4. DISCUSSION AND ACTION BY THE BOARD ON THE **APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE HUMBOLDT COUNTY FAIR AT FERNDALE**, COMMENCING AUGUST 16, 2023, AND CONTINUING THROUGH AUGUST 29, 2023.

Motion: Approve.

Motioned/Seconded: Gonzales/Davis.

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

Pages 19-23 in the Board transcript.

5. DISCUSSION AND ACTION BY THE BOARD ON THE **APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE SONOMA COUNTY FAIR AT SANTA ROSA**, COMMENCING AUGUST 2, 2023, AND CONTINUING THROUGH AUGUST 15, 2023.

Motion: Approve.

Motioned/Seconded: Gonzales/Davis.

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

Pages 23–29 in the Board transcript.

6. DISCUSSION AND ACTION BY THE BOARD ON THE **APPROVAL FOR THE DISTRIBUTION FROM ADW MARKET ACCESS FEES FOR WAGERS PLACED BY CALIFORNIA RESIDENTS ON ALL LIVE AND IMPORTED RACES HOSTED BY THE SONOMA FAIR AT SANTA ROSA FOR THE PERIOD AUGUST 2, 2023, THROUGH AUGUST 15, 2023**, TO BE UTILIZED TO FUND A CALIFORNIA CO-OP MARKETING PROGRAM AS PERMITTED UNDER BUSINESS & PROFESSIONS CODE SECTION 19604(f)(5)(E).

Motion: Approve.

Motioned/Seconded: Ferraro/Alfieri.

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

Pages 29–30 in the Board transcript.

7. Discussion and action by the Board on the **approval of the fiscal year 2023-24 agreement providing funding for CHRB Board support.**

Motion: Approve.

Motioned/Seconded: Davis/Alfieri.

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

Pages 30-31 in the Board transcript.

8. Discussion and action by the Board regarding **Los Alamitos Equine Sale Company's request for authorization of its upcoming horse sale at Los Alamitos Race Course** in Cypress, California, pursuant to CHRB Rule 1807, Authorized Horse Sales.

Proceedings of the Regular Meeting of June 29, 2023

Motion: Approve.

Motioned/Seconded: Gonzales/Alfieri.

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

Pages 31–33 in the Board transcript.

9. Discussion and Action by the Board on the **renewal application for license to operate a minisatellite wagering facility at ChilFruits, Inc. dba Tilted Kilt in Thousand Oaks.**

Motion: Approve.

Motioned/Seconded: Davis/Alfieri.

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

Pages 33–37 in the Board transcript.

10. Discussion and action by the Board regarding **CTBA Sale Company's request for authorization of its upcoming horse sale** at the Alameda County Fairground in Pleasanton, California, pursuant to CHRB Rule 1807, Authorized Horse Sales.

Motion: Approve.

Motioned/Seconded: Gonzales/Davis.

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

Pages 37–38 in the Board transcript.

11. Discussion and action by the Board regarding the **proposed amendments and public comment received for CHRB Rule 1846.5, Postmortem Examination, and Rule 1846.6, Postmortem Examination Review.**

Motion: Motion to Approve withdrawn.

Motioned/Seconded: Ferraro/Davis.

Roll call vote: Aye: None. **Nay:** None. **Item tabled until next meeting.**

Pages 38-44 in the Board transcript.

12. REPORTS.

A. EXECUTIVE DIRECTOR'S REPORT

Pages 44–47 in the Board transcript.

B. EQUINE MEDICAL DIRECTOR'S REPORT.

Pages 47–53 in the Board transcript.

13. PUBLIC COMMENT.

Pages 53–55 in the Board transcript.

MEETING ADJOURNED AT 11:27 A.M.

Proceedings of the Regular Meeting of June 29, 2023

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

CALIFORNIA HORSE RACING BOARD

August 17, 2023

REGULAR BOARD MEETING

There is no board package material for Item 3

Agenda Item 4

Scott:

In connection with allocation of 2024 Racing Dates, Los Alamitos requests allocation to its facility of 8 weeks of live racing--3 weeks for the Los Angeles County Fair and 5 weeks of Thoroughbred racing--plus one week of simulcast-only. There were dual requests for the same simulcast- only week in 2023. As you will recall, both Del Mar and Los AI had requested the allocation of the same simulcast-only week. Del Mar maintained that it needed the funds generated from that week to support its highly successful Ship and Win Program. Los AI submitted indisputable evidence (Del Mar's own financial records) that the Ship and Win Program operated on a profitable basis and was not in need of being subsidized. It was indicated that the simulcast-only week would be awarded to Los AI in 2024--split vote 6 to 1. Copy of pertinent part of Transcript of 2023 CHRB Meeting attached. As stated in the past, Los AI will apply both the commissions and purse funds generated during the simulcast-only week to purses.

Notwithstanding Los AI realizing the weeks allocated to it are just one or three pieces of a puzzle representing year-around racing in Southern California: Los AI believes an allocation to it based on the following would be in the best interest of the 2024 Southern California Racing Calendar:

1. Three weeks in December--would complement and enhance the concurrent Quarter Horse Meet.
2. A two or three week meet after the Santa Anita Derby (Santa Anita would commence racing again one week prior to the Kentucky Derby and thereby be the host for the Triple Crown). In the past, Santa Anita has voluntarily not conducted racing during this period of time. It is difficult for a track to conduct uninterrupted racing for 6 months. Los AI does not believe that the racing conducted at Los AI competes with that at Santa Anita. Note that Santa Anita's horse population is likely evenly divided between dirt and grass horses and Los AI does not have a turf course. Also, if a number of horses did ship from the North as a result of the closing of GGF, they would most likely take advantage of the opportunity then to run at Los AI. In fact, the opportunity to compete at Los AI in March might constitute a further enticement for horses to ship from the North to the South.
3. Two or three weeks after Del Mar's Summer Meet.

The allocation of 2024 racing dates is more complicated than usual by the announced closing of GGF. At this time, it is unknown whether the historic Northern California racing dates of GGF will be replaced to some extent by a talked of but yet unidentified entity. There is further talk that there would be major "breaks" within these replacement dates. If these replacement dates with proposed "breaks" materialize, it would be in the best interest of Northern California Stakeholders and Los Alamitos for the talked of "breaks" and the operation of Los Alamitos Thoroughbred Meets to be concurrent. History demonstrates that such an allocation would be beneficial. In December 2020, GGF was closed because of COVID and more than 200 horses at GGF shipped to Los Alamitos to run in its then operating Thoroughbred Meet. These horses were shipped even though they could not be accompanied by their trainers and caregivers.

If there are any questions re Los AI's request for 2024 Racing Dates, do not hesitate to call. Jack

1 racing operations, with food and beverage being ar4ound \$5
2 million.

3 I don't really think, you know, there's much use
4 in bantering back and forth. I have the utmost respect for
5 Del Mar and the success that they've had. I've said that
6 the Ship and Win Program is, you know, one of the most
7 creative and successful marketing programs that have been
8 launched by a California track. I mean, that's where we.
9 The numbers are the numbers.

10 And, you know, I was lucky enough to stumble upon
11 this Del Mar analysis of the Ship and Win Program and
12 brought it to your attention. And my conclusion, based upon
13 their own information in 2021, is shipping when program
14 doesn't need to be funded because it's a profit center.
15 Hell, maybe Del Mar should try to monetize it. It's not a
16 bad deal.

17 CHAIR FERRARO: Can we have a motion from the
18 Board?

19 VICE CHAIR GONZALES: First, any questions,
20 Commissioners, for the presenters, anybody?

21 First, I want to just, again, compliment you.
22 One, I want to recognize Los Alamitos for the leadership,
23 management, adjustments to get a handle on fatalities, fully
24 recognized, duly noted. And to Del Mar for just really
25 coming through for California racing and West Coast racing,

1 so tremendously helpful there.

2 So as we take a look, Commissioners -- and I want
3 to just also recognize the conversation between Commissioner
4 Mitchell and Commissioner Hudnut.

5 What I wanted just to perhaps bring up as a point here,
6 because I want to make a motion to adopt the Southern
7 California calendar as presented but with an amendment, and
8 it's with the amendment that I want to just, you know, kind
9 of lay the groundwork here is, so my motion would be to
10 adopt the 2023 calendar as presented.

11 However, in looking at 2024, that we do -- and
12 we've done this before, this won't be the first time I know.

13 Last year we, to make Santa Rosa whole, we offered them
14 something in the subsequent years. So this is how I would
15 like to see this because we do not want to break any
16 momentum whatsoever for Del Mar going into 2023. I think we
17 can all agree on that. But we also believe that Los
18 Alamitos, and to your point, Mr. Hudnut, so what if we
19 awarded that simulcast week, that dark week, but with the
20 flow of revenue to Del Mar, and in 2024, we offer that to
21 Los Alamitos?

22 So I would like to make a motion that we adopt the
23 calendar, the 2023 calendar as submitted, with an amendment
24 that that week in 2024 goes to Los Alamitos.

25

1 COMMISSIONER HUDNUT: I'll second that.

2 CHAIR FERRARO: Commissioner?

3 BOARD MEMBER MITCHELL: I think it would be a
4 consideration that -- because we're not adopting a full
5 calendar, it would be that and that would be like --

6 VICE CHAIR GONZALES: A commitment.

7 BOARD MEMBER MITCHELL: -- a commitment, an idea,
8 a concept. Because, I mean, again, this goes back to why I
9 think it's a good idea that we have a multiyear calendar --

10 VICE CHAIR GONZALES: That's correct.

11 BOARD MEMBER MITCHELL: -- because we can do this,
12 but this is not a multiyear calendar. This is simply saying
13 it's our intent.

14 VICE CHAIR GONZALES: Well, what I think what we
15 can do -- Commissioner Mitchell, great point -- in the case
16 of Santa Rosa, because they were, I remember, wondering how
17 a promise like that was going to hold. So I think that this
18 Board has taken a look at placeholder, certain commitments.
19 And, again, you're right. You've been an advocate for a
20 two-year calendar so we can address issues like this.

21 So we have a motion on the floor. It's been
22 seconded by Mr. Hudnut. Any discussion about what I'm
23 proposing here?

24 EXECUTIVE DIRECTOR CHANEY: Yeah, can I just -- I
25 just need to understand the motion. Is it like you're

1 allocating that next year? Because a commitment is
2 different than intent.

3 COMMISSIONER HUDNUT: Right.

4 EXECUTIVE DIRECTOR CHANEY: It just needs to know
5 exactly what --

6 VICE CHAIR GONZALES: Well, then we make.

7 EXECUTIVE DIRECTOR CHANEY: -- the Board would be
8 committing to.

9 VICE CHAIR GONZALES: Then I would be wanting to
10 make a commitment, just to resolve this dispute this issue
11 here, and to try to keep some harmony. So the motion would
12 be to adopt the calendar as presented by Staff, the 2023
13 calendar, with an amendment that we adhere to or that we do
14 adopt and allow for that week leading up to Del Mar, the
15 simulcast to go to Los Alamitos in 2024.

16 MR. RUBINSTEIN: Mr. Chairman, may make one
17 comment? Am I allowed to make one comment?

18 VICE CHAIR GONZALES: Yes. Yes.

19 MR. RUBINSTEIN: So I really appreciate what
20 you're trying to do here, is find a solution. And I would
21 ask the Board that if there is going to be consideration for
22 a dark simulcast speaks for Los Alamitos, it should just be
23 that. To quantify -- there could be a dark week any week on
24 the calendar, but to say it needs to be that specific week,
25 it could be at the end of Del Mar's meet, it could be

1 beginning of Santa Anita's meet, the end of Santa Anita's
2 meet. So to lock the Board and the industry into that one
3 specific seven-day period, just in my opinion, is limiting.
4 So if the Board is going to consider a dark week for Los
5 Alamitos, it would just give flexibility for that --

6 VICE CHAIR GONZALES: Understood.

7 MR. RUBINSTEIN: -- in 2024.

8 VICE CHAIR GONZALES: Good point.

9 Jack, do you have any thoughts on it?

10 MR. LIEBAU: I think that would be fine, as long
11 as it was a comparable week.

12 VICE CHAIR GONZALES: Understood.

13 MR. LIEBAU: A week after -- between Los Al
14 closing in the winter and Santa Anita opening when no track
15 is running is, you know, not a comparable week. I think we
16 would all agree on that.

17 VICE CHAIR GONZALES: I think you would be okay
18 with that; right, Josh, a comparable week?

19 MR. RUBINSTEIN: Well, there's only one comparable
20 week to the week before Del Mar. So I think we need to be a
21 little careful again --

22 VICE CHAIR GONZALES: Okay.

23 MR. RUBINSTEIN: -- and that's just my
24 recommendation, in boxing the Board in. But if it is the
25 Board's pleasure to consider that dark week for Los

1 Alamitos, just to give the Board as much flexibility as
2 possible.

3 VICE CHAIR GONZALES: Understood. Okay.

4 Do you want to kind of kind of tighten this up
5 here a little bit, Scott, with the --

6 EXECUTIVE DIRECTOR CHANEY: Yeah. I guess I'm
7 just a little bit concerned that I don't have a vote, so I
8 just want to offer my --

9 VICE CHAIR GONZALES: Yeah. Well, my --

10 EXECUTIVE DIRECTOR CHANEY: -- advice if I can?

11 It worries me a little bit that you're tying your
12 own hands for next year. Let's say there is a spike in
13 fatalities and you want to give Los Al six weeks next year
14 rather than their seven. So does that mean the seventh
15 thing would be the simulcast week? And I think it can be
16 done next year.

17 I mean, I think it's important to acknowledge that
18 that would be the Board's commitment or idea or would like
19 to do it, but it could be done with a reallocation of dates
20 next year; right? Let's say you have a new -- we have a few
21 new Board Members or things change, it worries me that it
22 feels like you're binding the Board to something to shifting
23 ground. We can -- if nothing that the last three years
24 haven't taught us it's that it's a little bit unstable. And
25 I'd kind of like to see like at least another year of

1 stability post-pandemic before. That's just my two cents.

2 COMMISSIONER HUDNUT: 2023 is a year of stability.
3 We're talking about 2024 here. And merely stating the
4 Board's intention to do something I don't think binds us to
5 do it.

6 VICE CHAIR GONZALES: I'd agree.

7 BOARD MEMBER MITCHELL: Then the language is
8 intent, not commitment.

9 COMMISSIONER HUDNUT: Correct.

10 VICE CHAIR GONZALES: Intent. Okay. You got it.

11 COMMISSIONER HUDNUT: Absolutely.

12 VICE CHAIR GONZALES: Intent. We're taking in
13 with Josh's point. And it sounds to me like Jack is ready
14 for that fluidity there, so --

15 BOARD MEMBER MITCHELL: Again, I mean, I think
16 this is making my argument for the two-year calendar. And I
17 don't -- we're getting ahead of it to try and allay, you
18 know, concerns raised. And so I'm just, you know, I just, I
19 would like us to look at the two-year calendar versus kind
20 of doing this ad hoc when people pitch a hissy fit from the,
21 you know --

22 VICE CHAIR GONZALES: Well, then what I think.

23 BOARD MEMBER MITCHELL: -- from on the mic.

24 VICE CHAIR GONZALES: Point well taken,
25 Commissioner. And I think between Commissioner Castellanos,

1 Castellanos and I, we could take a look and get an earlier
2 head start on the 2024 calendar, perhaps with the two-year
3 approach that we have been talking about that got disrupted
4 by COVID, so --

5 COMMISSIONER HUDNUT: Sure.

6 VICE CHAIR GONZALES: Okay. Well, any further
7 discussion as it relates to -- now, let me just rephrase
8 that. It would be adopting the 2023 calendar as proposed
9 with an amendment that in 2024 the intent of the Board will
10 be to award a dark week with that revenue stream to Los
11 Alamitos in 2024.

12 COMMISSIONER HUDNUT: I second the amended motion?

13 VICE CHAIR GONZALES: Okay. Looks like we're
14 ready for a vote.

15 CHAIR FERRARO: Commissioner Davis?

16 COMMISSIONER DAVIS: Yes.

17 CHAIR FERRARO: Commissioner Mitchell?

18 COMMISSIONER ALFIERI: Is there public comment?

19 CHAIR FERRARO: We have no public comment, do we?

20 No.

21 VICE CHAIR GONZALES: Yeah.

22 CHAIR FERRARO: Commissioner Mitchell?

23 BOARD MEMBER MITCHELL: No.

24 CHAIR FERRARO: Commissioner Gonzales?

25 VICE CHAIR GONZALES: Yes.

1 CHAIR FERRARO: Commissioner Hudnut?

2 COMMISSIONER HUDNUT: Yes.

3 CHAIR FERRARO: Commissioner Castellanos?

4 BOARD MEMBER CASTELLANOS: Yes.

5 CHAIR FERRARO: Commissioner Alfieri?

6 COMMISSIONER ALFIERI: Yes.

7 CHAIR FERRARO: And the Chairman votes yes.

8 MR. LIEBAU: Thank you very much.

9 CHAIR FERRARO: And we have to move on to Northern
10 California.

11 VICE CHAIR GONZALES: Yes. If I could just make a
12 recommendation to the Board? I believe we have some time.
13 And perhaps, and I know we're really run late in this
14 meeting here, but if perhaps we can just push off adopting
15 the Northern California race dates adoption until the next
16 meeting? I mean, Scott, I don't know what your thoughts are
17 on that.

18 EXECUTIVE DIRECTOR CHANEY: If I could, would it
19 be possible to tackle the Standardbred race dates for next
20 year? They seem to be uncontroversial. And they're
21 actually presenting their application next month --\

22 VICE CHAIR GONZALES: Okay.

23 EXECUTIVE DIRECTOR CHANEY: -- for the like one
24 whole meet, rather than bifurcating it like they've done
25 historically, and part of those include dates for next year.

Average Weekly Southern California Thoroughbred Assn & Fair Handle & Distributions - Excluding Dark Weeks
Racing Year 12/22/2021 through 12/20/2022

	SANTA ANITA Meets		Los Alamitos Meets			DEL MAR Meets		TOTAL Weeks w Live Cards
	Winter/Spring	Autumn	LACF meet	Sept Meet	Dec Meet	Summer	Fall	
Notes	Incl Triple Crown	Incl BC-KY						
Cards per week	Mostly 3	Mostly 3	Mostly 3	Mostly 3	Mostly 3	Mostly 4	Mostly 3	
Meet Time Frame	12/22-4/19, 4/27- 4/27-6/21	9/28-11/8	6/22-7/12	9/14-9/27	12/7-12/20	7/20-9/13	11/9-12/6	
Live Cards	76	18	9	7	6	31	13	160
# of Weeks*	25	6	3	2	2	8	4	50
WEEKLY AVERAGES:								
Handle	39,734,578	38,929,096	24,266,807	21,061,496	18,900,241	67,192,843	39,076,610	41,470,242
Track Commissions	1,320,178	1,186,197	861,604	659,376	618,999	2,179,527	1,224,615	1,351,957
Purses	1,562,680	1,417,388	979,007	752,206	711,101	2,656,469	1,492,591	1,613,141
Breeders	134,983	133,828	93,896	85,475	74,228	209,161	125,706	139,095
Stabling & Vanning Fund	234,561	230,652	208,405	183,892	153,991	291,769	207,074	234,227
Workers' Comp Fund	89,086	89,507	35,137	30,891	31,277	186,065	101,570	97,775
Coop Marketing Fund	22,160	55,719	-	-	-	54,060	37,143	29,387
Backstretch & Retirement Funds	60,223	21,890	54,862	17,088	14,378	47,460	19,152	46,414
CHRB - F&E - HISA	290,532	360,733	144,881	187,454	160,167	444,106	264,894	303,400
Equine Fund	22,650	22,624	18,822	16,778	14,130	31,216	20,028	23,002
City Tax	25,922	24,924	19,307	17,773	14,997	42,108	23,957	27,075
Dept Industrial Relations	4,004	3,980	3,538	3,107	2,614	5,034	3,482	4,004
Satellite Wagering Commissions	351,386	189,854	240,599	170,958	124,650	327,413	182,267	291,703
Expense Fund	386,035	414,195	321,921	372,754	312,103	590,959	419,798	417,568
CHRIMS	3,106	2,977	2,683	2,484	2,059	3,710	2,825	3,073
AB 480 Fund	37,306	194,387	93,872	128,068	126,178	164,436	169,542	97,655
Total to California	4,544,812	4,348,856	3,078,533	2,628,304	2,360,871	7,233,492	4,294,643	4,679,478
Out of State Guest Retention	2,441,361	2,341,932	911,255	703,228	743,043	5,271,907	2,853,770	2,686,045
Hub Fees & Import Host Fees	1,156,307	1,236,039	1,071,299	934,642	764,411	1,301,417	930,690	1,141,400
Total Hub-Import-Guest Retention	3,597,668	3,577,971	1,982,555	1,637,869	1,507,454	6,573,325	3,784,460	3,827,446
Weekly Ave by Handle Source								
On Track	2,805,622	2,802,837	1,244,439	1,056,017	935,693	5,859,604	1,896,362	2,982,732
S-Cal Off Track Network	5,165,129	5,227,782	4,606,117	4,329,898	3,608,908	6,900,265	5,363,413	5,336,933
S-Cal ADW	13,571,860	13,266,361	12,001,731	10,356,349	8,713,764	16,893,853	11,607,058	13,492,383
Total S-Cal	21,542,611	21,296,981	17,852,287	15,742,264	13,258,365	29,653,722	18,866,834	21,812,048
Out of State	18,191,967	17,632,114	6,414,519	5,319,232	5,641,876	37,539,121	20,209,777	19,658,194
Total	39,734,578	38,929,096	24,266,807	21,061,496	18,900,241	67,192,843	39,076,610	41,470,242

Notes:

Purse totals include owners' premiums, purses and track commissions do not include redistributed expense funds.

AB 480 Funds are re-distributed to purses & track commissions after the end of the year based upon annual proportions

Weeks determined by number of Sunday cards

Contact: Los Alamitos Publicity 714-820-2690

LARGE FIELDS, BIG PAYOFFS & COOPERATION FROM MANY HIGHLIGHT LACF WINTER MEET

CYPRESS, Calif. –Large fields, a record Pick Six pool and payoff, a fourth consecutive sweep of the Grade I Starlet and Grade II Los Alamitos Futurity for Hall of Fame trainer Bob Baffert were among the highlights of the 11-day Los Angeles County Fair Winter Thoroughbred meet, which concluded Sunday.

Buoyed by an influx of more than 200 horses from Northern California – due to the current suspension of racing at Golden Gate Fields – the average field size for the season was nearly nine runners per race, compared to 6.97 for the 2019 Winter meet. There were 854 participants in 98 races during the season.

This led to a sizable boost in terms of business. The average daily handle on races run at Los Alamitos was up 36% over 2019 and average daily handle increased 20% on a comparable basis to last year's Winter season.

"This meet was an unprecedented one," said F. Jack Liebau, vice president of the Los Alamitos Racing Association. "In the midst of a surge in Covid-19 cases in California and elsewhere, racing was conducted safely thanks to the excellent compliance by all participants with the preventative measures in place.

"As a result of the Covid-19 outbreak at Golden Gate Fields, trainers and caregivers were not permitted to accompany their horses to Southern California. Los Alamitos management and the connections of those horses from Northern California are indebted to the local trainers who stepped up and assumed the training and care of those thoroughbreds.

"Without their help, the meet would not have been as successful and the owners of the shippers from Northern California wouldn't have had the opportunity to race.

"The Southern California Off-site Stabling and Vanning Fund also helped mitigate this situation by covering the costs of transporting horses from Golden Gate to Southern California. The efforts of many contributed to how well things went during these three weeks."

A five-day Pick Six carryover led to a record total Pick Six pool – and payoff – Dec. 18. Chasing a carryover that had swelled to \$423,178, bettors wagered \$1,809,485 for a total pool of \$2,232,663. The previous record of \$1,558,329 was set Dec. 17, 2016.

There were six perfect tickets two days ago and each was worth \$228,816, bettering the previous best of \$110,732 Dec. 12, 2014.

Baffert's latest successes in the Starlet and Los Alamitos Futurity were provided by, respectively, 17-1 shot Varda and 19-10 second choice Spielberg. The nose victory by Spielberg over 33-1 shot The Great One was Baffert's seventh in a row in the Futurity and his 13th overall. He won it six times at Hollywood Park between 1997-2013.

The meet's other graded stakes – the Grade III, \$100,000 Bayakoa – was captured by Proud Emma for trainer Peter Miller and owners Gem Inc. and Tom Kagele.

The two other stakes were for 2-year-olds bred or sired in California. Sensible Cat won the \$100,000 Soviet Problem for Irvin Racing Stable and trainer Carla Gaines while 13-1 shot Play Chicken won the \$100,000 King Glorious for owner-breeder J. Paul Reddam's Reddam Racing LLC and trainer Doug O'Neill.

Baffert, O'Neill and Jonathan Wong shared the training title with five victories.

Baffert had the most wins (nine) for the year at Los Alamitos, combining the Winter meet with the Summer Thoroughbred Festival (June 27-July 5). O'Neill was second with eight and Steve Miyadi third with seven.

A closing day triple enabled Abel Cedillo to win the jockey title. He finished with 13 victories, one more than Juan Hernandez and two more than apprentice Jessica Pyfer.

For the year at Los Alamitos, Hernandez finished with 16 wins, one more than Cedillo. Edwin Maldonado was third with 13.

Daytime thoroughbred racing will return to Los Alamitos in 2021. The first of three meets is scheduled to begin Thursday, June 24 and continue through Sunday, July 4, followed by the Los Angeles County Fair season (Sept. 10-26) and the Winter meet (Dec. 2-12).

WINNING POST POSITIONS

Los Alamitos Race Course

(11/01/2020 Through 12/21/2020)

	MAIN		TURF	
	Sprints (Under 1 Mile)	Routes (1 Mile & Over)	Sprints (Under 1 Mile)	Routes (1 Mile & Over)
1	10-69 (.14)	0-29 (.00)		
2	6-69 (.09)	2-29 (.07)		
3	7-69 (.10)	2-29 (.07)		
4	7-69 (.10)	7-29 (.24)		
5	6-69 (.09)	4-29 (.14)		
6	10-69 (.14)	5-27 (.19)		
7	7-66 (.11)	2-24 (.08)		
8	10-56 (.18)	0-20 (.00)		
9	3-43 (.07)	5-20 (.25)		
10	3-26 (.12)	2-13 (.15)		



July 31, 2023

Scott Chaney
Executive Director
CALIFORNIA HORSE RACING BOARD
1010 Hurley Way, Suite 300
Sacramento, CA 95825

Dear Scott:

Los Alamitos Quarter Horse Racing Association would like to request December 20, 2023 through December 24, 2024 for our upcoming 2024 meet.

Thank you for your consideration of our request.

Sincerely,

A handwritten signature in black ink, appearing to read "Cathy Monji". The signature is fluid and cursive, with a large initial "C" and a long, sweeping tail.

Cathy Monji
President

2024

Del Mar 2024 Race Dates Request

Summer (9 Weeks): July 10 - September 10

Fall (5 Weeks): October 30 - December 3

January						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
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28	29	30	31			

February						
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March						
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24	25	26	27	28	29	30
31						

April						
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28	29	30				

May						
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26	27	28	29	30	31	

June						
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23	24	25	26	27	28	29
30						

July						
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August						
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27	28	29	30	31		

September						
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October						
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27	28	29	30	31		

November						
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17	18	19	20	21	22	23
24	25	26	27	28	29	30

December						
S	M	T	W	T	F	S
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22	23	24	25	26	27	28
29	30	31				



Josh Rubinstein
President & COO

July 18, 2023

Sent via e-mail: cschaney@chr.ca.gov

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

Re: DMTC Dates Request for 2024 Racing Calendar

Dear Executive Director Chaney:

We write to address the Del Mar Thoroughbred Club's ("DMTC") requests for the 2024 racing calendar. We appreciate the California Horse Racing Board ("CHRB") addressing this issue early in 2023. Because doing so will benefit owners and trainers in planning where to race their horses and will help determine DMTC's continued investments in purse enhancements, horse recruitment efforts and new programs benefiting backstretch workers.

DMTC requests the same nine (9) week allotment for our 2024 summer meet that the CHRB has allocated to Del Mar over each of the last four years, 2020 through 2023. **In 2024, DMTC's requested nine (9) week summer season is July 10 through September 10.** As was the case in 2021 through 2023, Del Mar requests to operate 31-days of racing over eight (8) weeks from July 19 through September 8, with a simulcast-only week prior to the start of our summer season.

A few points regarding the results of DMTC's nine-week summer race meet:

- Del Mar is the only racetrack in California that traditionally operates a four-day race week (the state's other tracks generally run three-days per week). Our additional day of racing each week provides more racing opportunities and more purse money for industry stakeholders as well as additional work days (i.e., days for employees to qualify for health and welfare benefits).
- In addition to offering the state's highest purses, DMTC has invested over \$1 million in each of the last two years in horse recruitment efforts to attract out-of-state runners to California. In 2021 and 2022, our recruitment initiatives, which are highlighted by the popular *Ship & Win* program, have generated 1,917 starts at California racetracks (1,124 starts at Del Mar and 793 starts at Santa Anita and Los Alamitos) and the majority of these horses have remained in the state.
- Our investment in horse recruitment contributed to our best-ever summer meet in 2022 which produced an average field size of 9.1 runners per race and average daily all-sources handle of \$18.7 million, both of which are records in California. In addition to offering the state's largest daily average purses, DMTC's record wagering levels provide valuable funding contributions to industry programs such as workers' compensation, stabling & vanning and others, and those numbers lead all the other racing associations in California. Please see the attached document for further details.

- DMTC values and respects our backstretch workers. This community works tirelessly to care for our horses, and without them there would be no industry. California stakeholders have been instrumental in creating and funding programs to benefit backstretch workers. Entities such as the California Thoroughbred Horsemen's Foundation (healthcare services) [CTHF] and the Edwin Gregson Foundation (college scholarships) are just two examples of these efforts. For our upcoming summer meet, DMTC is proud to partner with the CTHF and implement a new program to assist the backstretch community by providing each worker a nutritious meal each day of racing at no cost to them. Our nine-week summer race meet has allowed DMTC to make this significant expenditure to this new program, which is an important investment in the well-being of our backstretch community and a statement on our part that their welfare continues to be a top priority for us.

DMTC further requests a five (5) week allotment from October 30 through December 3 for our 2024 fall race meet. Del Mar requests to operate seventeen (17) days of racing from October 31 through December 1 for our fall season.

A few points regarding DMTC's fall race meet:

- Del Mar was recently awarded the 2024 Breeders' Cup World Championships, which will be held on November 1 and 2, 2024. This represents the third time DMTC will host the Breeders' Cup over the last eight years.
- Since DMTC's inaugural fall season in 2014, the CHRB has allocated Del Mar either a four-week or five-week race meet each year.
- DMTC has proudly offered the Autumn Turf Festival each year since we began operating our fall meet in 2014. Originally created by Hollywood Park, the Turf Festival is a collection of Graded stakes races run over Thanksgiving weekend.
- In 2024, Del Mar's Turf Festival is projected to offer seven (7) Graded stakes races over Thanksgiving weekend. Due to the dates of preceding stakes races from across the country and the handle generated over Thanksgiving weekend, it is critical that the fifth and final weekend of Del Mar's 2024 fall meet is November 29 through December 1.

Our commitment to investing in our racing program, the welfare of our backstretch community and other initiatives have resulted in Del Mar becoming one of the industry's most successful and safest race meets, not only in California but throughout the entire nation. As noted above, DMTC is prepared to make continued investments to ensure the health of racing at Del Mar as well as throughout California. We also value our relationship with the CHRB and appreciate your consideration of our requests for 2024 race dates.

We look forward to further discussion with the CHRB and industry stakeholders and are available to address any questions you may have.

Respectfully,



Josh Rubinstein,
President and COO

2024 Southern California Race Dates

December 2023						
Su	Mo	Tu	We	Th	Fr	Sa
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						2

SA - December 20, 2023 through June 18, 2024

SA - September 25 through October 29, 2024

SA - Meet Starts December 18, 2023

Wks

Santa Anita	31
Del Mar	0
Los Al	0
LACF@Los Al	0

31

January						
Su	Mo	Tu	We	Th	Fr	Sa
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February						
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March						
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April						
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May						
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July						
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August						
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September						
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October						
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November						
Su	Mo	Tu	We	Th	Fr	Sa
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December						
Su	Mo	Tu	We	Th	Fr	Sa
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29	30	31				



Sent via email: cschaney@chr.ca.gov

August 3, 2023

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

Re: 2024 Allocation of Race Dates

Dear Executive Director Chaney,

I am writing to express my views on behalf of the TOC with respect to the allocation of 2024 race dates. With the dark cloud of uncertainty that was recently cast over the northern part of California, specifically the announced closing of Golden Gate Fields, we believe it would be in the best interest of all parties to provide clarity and clear direction regarding the core race dates for southern California. We believe this is within the scope of something I would classify as manageable and predictable based on past practice. It would also provide assurances to those that work within our industry and racing fans across the country as well as around the globe as 2024 is a Breeders' Cup year for the State of California.

Del Mar Thoroughbred Club shared its CHR B submission for 2024 race dates with the TOC for the summer and fall and we support their application. The summer meet is the flagship meet of California horse racing, offering the highest level of purses and excellent field sizes to protect our collective California brand and showcase top quality content to a national audience of racing fans. The approval of these dates at the upcoming August Board meeting will allow Del Mar and the Breeders' Cup the opportunity to begin promoting the 2024 dates and work with their county counterparts.

National handle has posted declines in six of the first seven months this year. The TOC agrees that Del Mar should once again be awarded the simulcast-only week prior to the start of the summer season to help maintain the purse levels of California's flagship meeting.

The TOC also supports the Del Mar application for autumn dates, noting that Thanksgiving Day falls on November 28, 2024 and the Autumn Turf Festival is an important part of the California graded stakes calendar. To accommodate this, we support a fifth and final week for Del Mar in 2024.

Though the TOC is not currently in receipt of the race dates requested by Santa Anita and Los Alamitos, it supports in principle allocating the 2024 dates for the south through a similar lens, as we feel the core dates in the south are manageable and predictable and should not be postponed due to the uncertainty in the north. For example, there is no mystery that Santa Anita will feature its traditional opening on December 26, 2023 with a crowd of about 40,000 on site. By doing so, we would be sending a clear message that California horse racing may be facing some challenges as we plan the future but the core dates at our racetracks in the southern part of the state provide stability, strength, and clarity.

Yours sincerely,

William A. Nader

Cc: Gary Fenton, TOC Chairman

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

PRESIDENT & CEO: BILL NADER

EXECUTIVE DIRECTOR: JORDYN EGAN

DIRECTOR OF RESEARCH & ANALYTICS: JOE HASSON

NORCAL DIRECTOR OF OPERATIONS: WAYNE ATWELL

SO CAL DIRECTOR OF OPERATIONS & MEMBER SERVICES: ELSA PERON

Agenda Item 5

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 II AT SANTA
ANITA, COMMENCING SEPTEMBER 27, 2023 THROUGH NOVEMBER 7, 2023

Regular Board Meeting
August 17, 2023

Application: Los Angeles Turf Club II at Santa Anita Race Course

Breeds: Thoroughbred

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

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
26	27	28	29	30		

Required Information	Status	Comments	CHRB Rule/Law
Off-Site Auxiliary Stabling	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Los Alamitos fire clearance valid through 10/20/23; San Luis Rey Downs valid through 08/07/24.	Rule 1420(g)
Stabling and Vanning Agreement	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Southern California Stabling and Vanning Agreement valid through 12/31/23.	BPC 19607.1

Fire Clearance	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Fire clearance valid through 12/10/2023; 45-day exemption to Rule 1927 received 06/28/23.	Rule 1927
Backstretch Inspection	<input checked="" type="checkbox"/> Accepted <input checked="" type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Backstretch inspection completed on 08/03/23. Follow up inspection to be completed prior to race meet.	Rule 2102
Track Safety Inspection	<input checked="" type="checkbox"/> Accepted <input checked="" type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Track safety inspection completed 08/09/23. Follow up inspection to be completed prior to race meet.	Rule 1471(g)
Inclement Weather Plan	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Consistent with CHRB guidelines – received 06/28/23.	Rule 1432
Workers' Compensation Insurance	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Marsh Canada Limited Insurance. Valid 06/30/23 through 06/30/24.	Rule 1501
Horsemen's Race Meet Agreements	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Thoroughbred Owners of California – received 08/03/23. California Thoroughbred Trainers Association – received 08/03/23.	Rule 2044
Wagering Information	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	See pages 49-73	BPC 19599
Emergency and Security	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	See pages 74-93	BPC 19481.3
Veterinary Services	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	See pages 56-58	Rule 1481 Rule 1840 Rule 1841
ADW Providers and Horsemen's Approvals	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	See pages 64-71	BPC 19604 19604(b)(1)(C)

<p style="text-align: center;">Administrative Review</p>	<p><input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding</p>	<p style="text-align: center;">Secretary of State Filing Current Financial Statements Reviewed Statistics Report Reviewed Active Licenses Verified Deposit Received Required Signatures Obtained</p>	<p style="text-align: center;">Rule 1439 Rule 1470 Rule 2046 Rule 1481 BPC 19490 Rule 1433 Rule 1437</p>
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RECOMMENDATION: Staff recommends approval; application satisfactorily meets requirements for licensure.



June 26, 2023

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 II, Inc. will operate its race meet in accordance with the inclement weather policy posted on the California Horse Racing Board's website.

Sincerely,

A handwritten signature in blue ink, appearing to read "Nate Newby", written in a cursive style.

Nate Newby



June 26, 2023

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 II, Inc. will operate its race meet in accordance with the jockey concussion protocols posted on the California Horse Racing Board's website.

Sincerely,

A handwritten signature in blue ink, appearing to read "Nate Newby", written in a cursive style.

Nate Newby



June 26, 2023

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 II, Inc. will operate its race meet in accordance with the Track Veterinarian Emergency Procedures posted on the California Horse Racing Board's website.

Sincerely,

Nate Newby

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 II, Inc, 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: 09/27/23 - 11/07/23
- B. Actual dates racing will be held: September 29, 30 (2 day); October 1, 6, 7, 8, 9, 14, 15, 20, 21, 22, 27, 28, 29 (13 days); November 2, 3, 4, 5 (4 days)
- C. Total number of days or nights of racing: 19
- 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

CHRB CERTIFICATION

Application received:
Deposit received:
Reviewed:

Hearing date:
Approved date:
License number:

3. RACING PROGRAM

- A. Total number of races: 147 - 208
- 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: 26, excluding Breeders' Cup; 42 with Breeders' Cup
- 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). Golden State Juvenile, Golden State Filly Juvenile, Goldikova, Tokyo City Cup, Senator Ken Maddy Stakes
 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.
- 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. Weekdays: Race 1 1:00; Race 2 1:30; Race 3 2:00; Race 4 2:30; Race 5 3:00; Race 6 3:30; Race 7 4:00; Race 8 4:30; Race 9 5:00; Race 10 5:30; Race 11 6:00; Race 12 6:30. Weekends: Race 1 12:30; Race 2 1:00; Race 3 1:30; Race 4 2:00; Race 5 2:30; Race 6 3:00; Race 7 3:30; Race 8 4:00; Race 9 4:30; Race 10 5:00; Race 11 5:30; Race 12 6:00

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

Date	Name	Grade	Age	Sex	Distance	Surface	Purse 2023	Purse 2022	Purse 2021
9/29/2023	Chillingworth	3	3 & Up	Fillies & Mares	6.5F	Dirt	\$100,000	\$100,000	\$100,000
9/29/2023	Eddie D	2	3 & Up	Open	*6.5F	Turf (Hillside Course)	\$200,000	\$200,000	\$200,000
9/30/2023	Awesome Again (BC Win/In)	1	3 & Up	Open	9F	Dirt	\$300,000	\$300,000	\$300,000
9/30/2023	Santa Anita Sprint	2	3 & Up	Open	6F	Dirt	\$200,000	\$200,000	\$200,000
9/30/2023	City of Hope	2	3 & Up	Open	8F	Turf	\$200,000	\$200,000	\$200,000
10/1/2023	Zenyatta	2	3 & Up	Fillies & Mares	8.5F	Dirt	\$200,000	\$200,000	\$200,000
10/1/2023	John Henry	2	3 & Up	Open	10F	Turf	\$200,000	\$200,000	\$200,000
10/1/2023	Tokyo City Cup	3	3 & Up	Open	12F	Dirt	\$100,000	Run in April	Run in April
10/1/2023	Unzip Me	Listed	3yo	Fillies	*6.5F	Turf (Hillside Course)	\$85,000	\$75,000	\$75,000
10/7/2023	American Pharoah (BC Win/In)	1	2yo	Open	8.5F	Dirt	\$300,000	\$300,000	\$300,000
10/7/2023	Chandelier (BC Win/In)	2	2yo	Fillies	8.5F	Dirt	\$200,000	\$200,000	\$200,000
10/7/2023	Rodeo Drive (BC Win/In)	2	3 & Up	Fillies & Mares	10F	Turf	\$300,000	\$300,000	\$300,000
10/1/2023	Speakeasy	Listed	2yo	Open	5F	Turf	\$100,000	\$100,000	\$100,000
10/8/2023	Zuma Beach	3	2yo	Open	8F	Turf	\$200,000	\$200,000	\$200,000
10/8/2023	Surfer Girl	3	2yo	Fillies	8F	Turf	\$200,000	\$200,000	\$200,000
10/9/2023	Swingtime		3 & Up	Fillies & Mares	8F	Turf	\$80,000	\$70,000	\$70,000
10/14/2023	Cal Distaff (Designated for California-bred horses)	CA-Bred	3 & Up	Fillies & Mares	*6.5F	Turf (Hillside Course)	\$100,000	\$100,000	\$100,000
10/15/2023	Cal Flag (Designated for California-bred horses)	CA-Bred	3 & Up	Open	*6.5F	Turf (Hillside Course)	\$100,000	\$100,000	\$100,000
10/21/2023	Anoakia		2yo	Fillies	6F	Dirt	\$85,000	\$75,000	\$75,000
10/28/2023	Lure		3 & Up	Open	8F	Turf	\$80,000	\$70,000	\$70,000
11/3/2023	Senator Ken Maddy	Listed	3 & Up	Fillies & Mares	*6.5F	Turf (Hillside Course)	\$100,000	Run @ DMR	Run @ DMR
11/3/2023	Golden State Juv (Designated for California-bred horses)	CA-Bred	2yo	Colts & Geldings	7F	Dirt	\$175,000	Run @ DMR	Run @ DMR

Golden State Fillies Juv (Designated for California- bred horses)										
11/3/2023		CA-Bred	2yo	Fillies	7F	Dirt	\$175,000	Run @ DMR	Run @ DMR	
11/3/2023	Qatar Golden Mile		2yo	Open	8F	Turf	\$150,000	N/A	N/A	
11/3/2023	Breeders' Cup Juvenile Turf Sprint	2	2yo	Open	5F	Turf	\$1,000,000	N/A	N/A	
11/3/2023	NetJets Breeders' Cup Juvenile Fillies	1	2yo	Fillies	8.5F	Dirt	\$2,000,000	N/A	N/A	
11/3/2023	Breeders' Cup Juvenile Fillies Turf	1	2yo	Fillies	8F	Turf	\$1,000,000	N/A	N/A	
11/3/2023	FanDuel Breeders' Cup Juvenile	1	2yo	Open	8.5F	Dirt	\$2,000,000	N/A	N/A	
11/3/2023	Breeders' Cup Juvenile Turf	1	2yo	Open	8F	Turf	\$1,000,000	N/A	N/A	
11/4/2023	Twilight Derby	2	3yo	Open	9F	Turf	\$200,000	\$200,000	\$200,000	
11/4/2023	Thoroughbred Aftercare Alliance	2	3 & Up	Open	13F	Dirt	\$150,000	N/A	N/A	
11/4/2023	Big Ass Fans Breeders' Cup Dirt Mile	1	3 & Up	Open	8F	Dirt	\$1,000,000	N/A	N/A	
11/4/2023	Maker's Mark Breeders' Cup Filly & Mare Turf	1	3 & Up	Fillies & Mares	10F	Turf (Hillside Course)	\$2,000,000	N/A	N/A	
11/4/2023	PNC Bank Breeders' Cup Filly & Mare Sprint	1	3 & Up	Fillies & Mares	7F	Dirt	\$1,000,000	N/A	N/A	
11/4/2023	FanDuel Breeders' Cup Mile	1	3 & Up	Open	8F	Turf	\$2,000,000	N/A	N/A	
11/4/2023	Longines Breeders' Cup Distaff	1	3 & Up	Fillies & Mares	9F	Dirt	\$2,000,000	N/A	N/A	
11/4/2023	Longines Breeders' Cup Turf	1	3 & Up	Open	12F	Turf	\$4,000,000	N/A	N/A	
11/4/2023	Longines Breeders' Cup Classic	1	3 & Up	Open	10F	Dirt	\$6,000,000	N/A	N/A	
11/4/2023	Breeders' Cup Turf Sprint	1	3 & Up	Open	5F	Turf	\$1,000,000	N/A	N/A	
11/4/2023	Qatar Racing Breeders' Cup Sprint	1	3 & Up	Open	6F	Dirt	\$2,000,000	N/A	N/A	
11/5/2023	Goldikova	2	3 & Up	Fillies & Mares	8F	Turf	\$200,000	Run @ DMR	Run @ DMR	
11/5/2023	Autumn Miss	3	3yo	Fillies	8F	Turf	\$100,000	\$100,000	\$100,000	

Ownership.

C. CORPORATION

1. Registered name of the corporation: Los Angeles Turf Club II, Inc.
2. State where incorporated: California
3. Registry or file number for the corporation: 3481872
4. Names of all officers and directors, titles, and the number of shares of the corporation held by each: Exhibit 4.C.4
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
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.

Exhibit 4.C.4

Craig Fravel – President (Officer), 0 Shares

Mike Rogers – Vice President, Operations (Director and Officer), 0 Shares

Rebecca Neimark – Chief Financial Officer (Officer), 0 Shares

Greg Harnish – Secretary (Officer), 0 Shares

Scott Daruty – Senior Vice President (Director and Officer), 0 Shares

Eric Sindler – Assistant Secretary (Officer), 0 Shares

- 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: Exhibit 4.G.1.
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 II, Inc. / 285 W. Huntington Drive,

Exhibit 4.G.1

Craig Fravel – President and Executive Vice-Chairman, 1/ST Racing and Gamin
Aidan Butler – Chief Executive Officer, 1/ST Racing and Gaming
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
Timothy Doonan – Assistant Director of Security
Jason Egan – Director of Racing & Racing Secretary
Eric Gaffney – Executive Director of Sales & Hospitality
Jesse Martinez – Track Supervisor
Dennis Moore – Track Surface Consultant
Robert Moore – Track Superintendent
Don Sanborn – Director of Pari-Mutuels
Stephen Scallon - Director of Security
Jeannine Scott – Senior Human Resources Generalist
Pete Siberell – Director of Community Service and Special Projects
Pamela Walden – Director of VIP and Owner Sales
Mike Willman – Director of Publicity
Jay Cohen – Hornblower
Frank Mirahmadi – Public Address Commentator/Announcer

Arcadia, CA 91007 / eric.sindler@stronachgroup.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; Golden Hour Daily Double; Golden Hour Pick 4;
 For Breeders' Cup: Special Daily Double, All-Turf Pick 4, All-Dirt Pick 4
 Proposed percentage: 14; 20; 15; 15; For BC: 20; 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
2022	\$227,777,630	112,371
2021	\$197,624,670	90,375
2020	\$194,746,408	COVID-19: Ontrack closed
2019	\$189,568,324	110,039
2018	\$232,942,990	157,789

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

- A. Purse distribution:

- 1. All races other than stakes:
 Current meet estimate: 6,698,000
 Prior meet actual: 7,083,260

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

- Current meet estimate: 394,000
- Prior meet actual: 393,514

- 2. Overnight stakes:
 Current meet estimate: 330,000



June 26, 2023

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 II, Inc. ("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 Autumn Meet from September 27, 2023, through November 7, 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.

In addition to the wagers listed above, the following wagers listed below apply to November 3 and 4, 2023.

- Special Daily Doubles subject to a 20% takeout.
- All-Turf Pick 4 subject to a 15% takeout.
- All-Dirt Pick 4 subject to a 15% takeout.

Sincerely,

Nate Newby
Senior Vice President & General Manager



June 7, 2023

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

RE: Santa Anita 2023 Autumn 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 September 27, 2023 through November 7, 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.

In addition to the wagers listed above, the following wagers listed below apply to November 3 and 4, 2023.

- Special Daily Doubles subject to a 20% takeout.
- All-Turf Pick 4 subject to a 15% takeout.
- All-Dirt Pick 4 subject to a 15% takeout.

The TOC agrees to all wagers listed above.

Sincerely,

William A. Nader

cc: Eric Sindler
Sherrie Thayer

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

PRESIDENT & CEO: BILL NADER
EXECUTIVE DIRECTOR: JORDYN EGAN
DIRECTOR OF RESEARCH & ANALYTICS: JOE HASSON
NORCAL DIRECTOR OF OPERATIONS: WAYNE ATWELL
SOCAL DIRECTOR OF OPERATIONS & MEMBER SERVICES: ELSA PERON

Prior meet actual: 245,000

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

Current meet estimate: 19,412

Prior meet actual: 13,611

3. Non-overnight stakes:

Current meet estimate: 3,537,600

Prior meet actual: 3,493,600

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

Current meet estimate: 208,094

Prior meet actual: 194,089

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

Current meet estimate: 10,565,600

Prior meet actual: 10,821,860

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: 15.55%

Prior meet actual: 15.74%

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

Current meet estimate: .91%

Prior meet actual: .87%

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

Current meet estimate: 893,442

Prior meet actual: 945,998

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) Click or tap here to enter text.

text.

Click or tap here to enter

TOC Click or tap here to enter text.

text.

Click or tap here to enter

CTT Pension

Total: See Exhibit 7.D

Total:

See Exhibit 7.D

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

Current meet estimate: 11,643,086

Prior meet actual: 11,962,119

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

Current meet estimate: 684,887

Prior meet actual: 664,562

- 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: 2,719,890

Prior meet actual: 2,796,003

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

Current meet estimate: 159,994

Prior meet actual: 155,334

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

Current meet estimate: 5,693,008

Prior meet actual: 5,852,322

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

Current meet estimate: 334,883

Prior meet actual: 325,129

- H. Bank and account number for the Paymaster of Purses' purse account: Wells Fargo, Las Vegas Branch, paid through Paymaster of Purses, Account # 4761-070465

- 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

EXHIBIT 7 – Breeders' Cup Exclusions

7. Current meet race days used in Part Seven is 17 days, excluding Breeders' Cup

7.A.1.2.3. Excludes Breeders' Cup

7.B.1. Excludes Breeders' Cup

7.E. Excludes Breeders' Cup

7.F. Excludes Breeders' Cup

7.G. Excludes Breeders' Cup

EXHIBIT 7.D

Recognized Horsemen's Organization

Current meet estimate:

TOC (NTRA)	\$ 8,800
TOC	75,676
CTT Pension	31,711
CTT Admin.	<u>67,857</u>
Total	\$ 184,044

Prior meet actual:

	\$ 8,709
	80,127
	33,576
	<u>71,849</u>
Total	\$ 194,261

- 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 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. 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: There Is a rotation of private veterinarian's onsite during training hours and during racing 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 attached wagering menu which includes bet minimums, rules, and additional wagering information.	
Race #2		
Race #3		

Exhibit 9.1

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.

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. Drs. Bohannon, Deluhery, Perroni, and Stead cover racing – usually one in the chase truck and one in the winner's circle.

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.

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

- 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. Addition of middle Pick 4 on select race cards, Addition of All-Turf Pick 3. For Breeders' Cup: Special Daily Double, All-Turf Pick 4, All-Dirt Pick 4, Mid-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, November 6, 2022. Additionally, we request that the board approve additional mandatory distributions prior to closing day throughout the meet on the condition that the Executive Director is notified at least five (5) days before any such mandatory distribution and such notification includes a justification for the distribution and an explanation of the benefit to be derived. Also, please see carryover explanation letter to account for Breeders' Cup.

- D. List any options requested with regard to exotic wagering. Not applicable

- E. Will "advance" or "early bird" wagering be offered? Yes No
 If yes, when will such wagering begin? Specify days and time for “early bird” wagering. Each race day from 8:30am to 10:00am

- F. Type(s) of pari-mutuel or totalizator equipment to be used by the association and the simulcast organization, name of the person(s) supplying equipment, and expiration date of the service contract: Keith Johnson / AmTote International / Expires August 21, 2020 with option to extend to 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



June 21, 2023

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

Re: Carryovers and Mandatory Distributions based on Santa Anita's hosting the Breeders' Cup

Dear Scott,

Based on Los Angeles Turf Club II, Inc.'s ("Santa Anita") hosting the Breeders' Cup on November 3 and 4, 2023, Santa Anita plans to offer all carryover pools during its 2023 Autumn Meet as follows:

1. All pools which carryover at the end of racing on Thursday, November 2, 2023, will be carried over to Sunday, November 5, 2023. On Sunday, November 5, 2023, there will be a mandatory payout of all pools.
2. All pools which carryover at the end of racing on Friday, November 3, 2023, will be carried over to Saturday, November 4, 2023. On Saturday, November 4, 2023, there will be a mandatory payout of Friday, November 3, 2023, and Saturday, November 4, 2023's pools.
3. If the Early Pick 5 on Friday, Late Pick 5 on Friday, Early Pick 5 on Saturday, and/or the Middle Pick 5 on Saturday is not "hit" (i.e., there are no tickets which successfully selected the five winners), it will carry over to the Late Pick 5 on Saturday.
4. The Late Pick 5 on Saturday will be a mandatory payout of itself, and the carryover from the Early Pick 5 on Friday, Late Pick 5 on Friday, Early Pick 5 on Saturday, and the Middle Pick 5 on Saturday, if any.

In other words, all wagering on Breeders' Cup Friday and Saturday will be discrete and separate from all other wagering which occurs during Santa Anita's 2023 Autumn Meet.

Please let me know if you have any questions.

Sincerely,

Eric Sindler

2023 Breeders' Cup **Friday** Wagering Menu and Information

	W/P/S	Exacta	Trifecta	Superfecta	DD	Pick 3	E PNP 4	Mid PNP 4	L PNP 4	E PNP 5	L PNP 5	PNP 6	Pentafecta	Special DD	Special P3
1	X	X	X	X	X	X				X			X		
2	X	X	X	X	X	X	X						X		
3	X	X	X	X	X	X							X		
4	X	X	X	X	X	X						X	X		
5	X	X	X	X	X	X					X		X		X
6	X	X	X	X	X	X		X					X	X	
7	X	X	X	X	X	X			X				X		
8	X	X	X	X	X	X							X	X	
9	X	X	X	X	X								X	X	
10	X	X	X	X									X		

Wager	Rule	Takeout	Minimum Wager Amount and other Information
Win, Place, Show	CHRB 1954	15.43%	\$2 Win, Place, and Show on all eligible races.
Exacta	CHRB 1959	22.68%	\$1 Exacta on all eligible races.
Trifecta	CHRB 1979	23.68%	\$.50 Trifecta on all eligible races.
Superfecta	CHRB 1979.1	23.68%	\$.10 Superfecta on all eligible races.
Daily Double (DD)	CHRB 1957	20.00%	\$2 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.
Mid PNP4 (Mid Pick 4)	CHRB 1976.9	23.68%	\$.50 Pick 4 starting with Race 6; 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.
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 the late Pick 5 on Breeders' Cup Saturday if no ticket has five winners; Alternate runner provision.
Late PNP5 (Late Pick 5)	CHRB 1976.9	23.68%	\$.50 Pick 5 starting on Race 5; 100% payout to all tickets selecting five winners; No consolation; 100% carryover to the late Pick 5 on Breeders' Cup Saturday if no ticket has five winners; Alternate runner provision.
PNP6 (Pick 6)	CHRB 1976.9	23.68%	\$1 Pick 6 starting on Race 4. 70% to the major pool and 30% to the minor pool; Carryover to Pick 6 on Breeders' Cup Saturday
Pentafecta (Super High 5)	ARCI 004-105(X)(4)	23.68%	\$1 Super High 5; 100% payout on all tickets selecting five winners; No consolation; 100% carryover to next race (including to the next race day, if applicable).
Special Daily Double	CHRB 1957	20.00%	\$1; Race 6 Juv Fillies ends with the Distaff on Saturday (Race7); Race 8 Juvenile ends with the Classic on Saturday (Race 9); Race 9 Juvenile Turf ends with the Turf on Saturday (Race 8).
Special P3 (All Turf Pick 3)	CHRB 1977	23.68%	\$3 Pick 3 connecting Races 5,7, and 9.

Breeders' Cup **Saturday** Wagering Menu and Information

	W/P/S	Exacta	Trifecta	Superfecta	DD	Pick 3	E PNP 4	L PNP 4	Mid PNP 4	E PNP 5	L PNP 5	Mid PNP 5	PNP 6	Pentafecta	Special DD	Special P4
1	X	X	X	X	X	X				X				X		
2	X	X	X	X	X	X	X							X		
3	X	X	X	X	X	X						X		X		
4	X	X	X	X	X	X			X					X		X
5	X	X	X	X	X	X			X					X		X
6	X	X	X	X	X	X			X				X	X		
7	X	X	X	X	X	X					X			X	X	
8	X	X	X	X	X	X			X					X		
9	X	X	X	X	X	X		X						X		
10	X	X	X	X	X	X								X		
11	X	X	X	X	X									X		
12	X	X	X	X										X		

Wager	Rule	Takeout	Minimum Wager Amount and other Information
Win, Place, Show	CHRB 1954	15.43	\$2 Win, Place, and Show on all eligible races.
Exacta	CHRB 1959	22.68%	\$1 Exacta on all eligible races.
Trifecta	CHRB 1979	23.68%	\$.50 Trifecta on all eligible races.
Superfecta	CHRB 1979.1	23.68%	\$.10 Superfecta on all eligible races.
Daily Double (DD)	CHRB 1957	20.00%	\$2 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.
Mid PNP4 (Mid Pick 4)	CHRB 1976.9	23.68%	\$.50 Pick 4 starting with Race 4, Race 5, 6, and Race 8; 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.
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 the late Pick 5 on Breeders' Cup Saturday if no ticket has five winners; Alternate runner provision.
Mid PNP 5 (Mid Pick 5)	CHRB 1976.9	23.68%	\$.50 Pick 5 starting with Race 3; 100% payout to all tickets selecting five winners; No consolation; 100% carryover to the late Pick 5 on Breeders' Cup Saturday if no ticket has five winners; Alternate runner provision.
Late PNP5 (Late Pick 5)	CHRB 1976.9	23.68%	\$.50 Pick 5 Starting on Race 7; Mandatory payout including carryover of any previous Pick 5 Pool conducted on Breeders' Cup Friday or Saturday; Alternate runner provision.
PNP6 (Pick 6)	CHRB 1976.9	23.68%	\$1 Pick 6 starting on Race 6. 70% to the major pool and 30% to the minor pool. Mandatory Payout including any carryover from Pick 6 pool conducted on Breeders' Cup Friday.
Pentafecta (Super High 5)	ARCI 004-105(X)(4)	23.68%	\$1 Super High 5 on alleligible races ; 100% payout on all tickets selecting five winners; No consolation; 100% carryover to next race. Mandatory payout on Race 12.
Special Daily Double	CHRB 1957	20.00%	\$1. The second leg of the special daily double is the Breeders' Cup Classic on Saturday (Race 9).
Special P4	CHRB 1976.9	15.00%	\$.50. All-Turf Pick 4 connecting Races 4,6,8, and 10. No consolation; 100% payout; Alternate runner provision. \$.50. All-Dirt Pick 4 connecting Races 5,7,9, and 11. No consolation; 100% payout; Alternate runner provision.

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 Pick 3
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
Win/Place/Show	CHRB 1954	15.43%	\$2 Win, Place, and Show on all eligible races.
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 4 if a 10 race card, 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)	CHRB 1976.9	23.68%	\$1 Pick 6 on the last six races each day. 70% to the major pool and 30% to the minor pool.
Pentafecta (Super High)	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.
Special Pick 3 (All-Turf P3)	CHRB 1977	23.68%	\$3 Pick 3 connecting a total of 3 turf races.

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, Watch & Wager
- 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: 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 that may be imported by an association or fair during the



June 8, 2023

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

RE: Santa Anita Park (LATC) 2023 Autumn 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 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 and wagering platform FanDuel Racing (collectively TVG), XpressBet and wagering platform 1/ST BET (collectively Xpressbet), TwinSpires, NYRAbets and wagering platform Caesars Racebook (collectively NYRAbets), BetAmerica, and Watch and Wager to accept wagers on LATC and other Thoroughbred races during the **Santa Anita Park 2023 Autumn race meeting, September 27, 2023 through November 7, 2023, as follows:**

1. California wagering on LATC races:

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

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

PRESIDENT & CEO: BILL NADER
EXECUTIVE DIRECTOR: JORDYN EGAN
DIRECTOR OF RESEARCH & ANALYTICS: JOE HASSON
NORCAL DIRECTOR OF OPERATIONS: WAYNE ATWELL
SOCAL DIRECTOR OF OPERATIONS & MEMBER SERVICES: ELSA PERON

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

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

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

3. Out-of-state wagering on LATC races:

- a. TVG, XpressBet, TwinSpires, and NYRAbets shall pay a Host Fee of no less than █% of gross out-of-state handle wagered by out-of-state account holders, plus a █% California Purse Fee per SB 1072.
- b. BetAmerica and Watch and Wager shall pay a Host Fee of no less than █% of takeout (which includes a █% California purse fee per SB 1072) of gross out-of-state handle wagered by out-of-state account holders.
- c. ADW shall submit to CHRIMS with respect to all wagers, wherever placed, a TAW for all wagers placed during the preceding day. Such TAW file shall include the postal codes for all wagers facilitated by ADW for California residents, and either the postal codes or state codes for wagers facilitated by ADW for non-California residents. For ADW's with more than one Wagering Platform, wagers for each shall be uniquely identified through the TAW file or a separate Customer Code registered with the TRA.

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, NYRAbets, Watch and Wager, and BetAmerica.

Very truly yours,

A handwritten signature in black ink that reads "Jordyn Egan". The signature is written in a cursive, flowing style.

Jordyn Egan
Executive Director

SOUTHERN CALIFORNIA

Cabazon Fantasy Springs Casino
84-245 Indio Springs Dr.
Indio, CA 92201

Surfside Race Place at Del Mar
2260 Jimmy Durante Blvd.
Del Mar, CA 92014

Hollywood Park
3883 W. Century
Inglewood, CA 90303

Sports Pavilion at The Farmer's Fair
18700 Lake Perris Dr.
Perris, CA 92571

Watch & Wager, Antelope Valley Fairgrounds
2551 West Ave. H
Lancaster, CA 93536

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

Exhibit 12.C/F (1/2)

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

Pechanga Casino (mini-satellite)
4500 Pechanga Pkwy.
Temecula, CA 92592

The Derby Room at Glen Arden Club (mini-satellite)
357 Arden Ave.
Glendale, CA 91203

NORTHERN CALIFORNIA Exhibit 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
Berkeley, CA 94710

~~Fresno Club One
1033 Van Ness Ave.
Fresno, CA 93721~~

Alameda County Fair
4501 Pleasanton Ave.
Pleasanton, CA 94566

California State Fair & Exposition
1600 Exposition Blvd.
Sacramento, CA 95815

The Jockey Club at San Mateo
2495 S. Delaware St.
San Mateo, CA 94403

Santa Clara County Fair
344 Tully Rd.
San Jose, CA 95111

~~Sonoma County Fair
1350 Bennett Valley Rd.
Santa Rosa, CA 95402~~

San Joaquin County Fair
1658 South Airport Way
Stockton, CA 95206

Solano County Fair
900 Fairgrounds Dr.
Vallejo, CA 94589

Santa Anita

Exhibit 12.D/E

Commingled Locations

AmWest Entertainment	Emerald Downs	Maronas (Uruguay)	Scarlet Pearl Casino (MS)
Amwest Accounts	Evangeline Downs	Maryland Jockey Club	Scioto Downs
Caribbean Locations	Fair Grounds	Meadowlands (NJ)	Seabrook Greyhound
Couer D'Alene Casino (ID)	Fair Grounds ADW	Meadows The	Seabrook Greyhound ADW
Triple Crown (SD)	Fair Meadows	Meadows The (ADW) - PA regional	Southland Greyhound
Arapahoe-Mile High	Favorites at Gloucester (NJ)	Miami Valley Gaming & Racing	State Fair (Lincoln, NE)
Arizona Downs	Finger Lakes	Mobile Greyhound	Suaposta (Brazil) ADW
Bangor Raceway	Finger Lakes ADW	Monmouth Park (NJ)	Suffolk District OTB
Barbados Turf Club	Fonner Park	Montana OTB	Suffolk Downs
Batavia	Freehold (NJ)	Monticello	Sunland Park
Belterra Park	Gillespie County Fair	Mountaineer Park	SunRay Park & Casino
BetAmerica	Global Wagering Group	Nassau Regional OTB	Tampa Bay Downs
Beau Rivage Casino (MS)	Global Wagering Solutions	Nevada Pari-Mutuel Assoc.	Taunton ADW
Birmingham Greyhound	Betsson, OneXTwo, German Tote	Newport Jai Alai	Taunton Dog Track Inc.
Borgata Casino (NJ)	Racebets, Sportech Netherlands,	New Jersey ADW (4NJBets)	The Downs at Albuquerque
Buffalo Raceway	Magna Bet, Pferdewetten, Dantoto	New Palace Casino (MS)	Thistedown
Canterbury Park	Bet365, Ladbrokes Coral, UK Tote	Northfield Park	Tioga Downs
Capital District OTB	4 Racing/Gold Coast (South Africa)	Cedar Downs OTB	Tri-State GH (Mardi Gras)
Catskills OTB	Gold Strike Casino (MS)	Northville Downs	Turf del Norte - Tribeca (D. R.)
Charles Town Race Course	Grants Pass (& Oregon OTB's)	NYRA	Turf Paradise
Churchill Downs	Greenetrack	NYRA ADW	Turfway Park
Colonial Downs	Greyhound at Post Falls	Oaklawn Park	TVG
Columbus Raceway	Gulfstream Park	Oaklawn Park ADW	TVG High Volume
Connecticut OTB	Harrah's Philadelphia (Chester)	Ocean Downs	Twin River Greyhound
Bradley Teletheater, Bristol	Harrington Raceway	Panama	TwinSpires
New Britain, Norwalk, Milford	HarringtonBets ADW (DE regional)	PariBet ADW	TwinSpires High Volume
East Haven, Hartford, Putnam	Hawthorne Race Course	PariBet OTB (North Dakota)	US Off Track ADW
Shoreline Star, Sports Haven	Hawthorne ADW	PARX	Velocity Wagering Ltd.
Torrington, Waterbury	Hoosier Park	PARX ADW	Venezuela OTB
Manchester, New London	Horseman's Park	Penn National	Vernon Downs
Willimantic, Sanford OTB	Hill)	Penn National ADW	WatchandWager ADW
John Martin's Manor Restaurant	Idabet	Peru	Western OTB
Connecticut OTB ADW	Indiana Downs	Plainridge Race Course	Wheeling Downs
Coushatta Casino	Clarksville/Evansville OTB	Plainridge ADW	Will Rogers Downs
Paragon Casino	Intermountain Racing	Player Management Group	Wyoming (307 Racing)
Ho-Chunk Casino	Iowa Simulcast Association	PlayUp Limited ADW	Wyoming OTB
Mohegan Sun Casino	Jockey Club Brasilia	Pocono Downs ADW	Wyoming Downs
Oneida Bingo and Casino	Keeneland	Pocono Downs/OTB	XpressBet
Pony Bar Simulcast Center	Keeneland Select ADW	Pointsbet	Yonkers Raceway
Tote Investment Racing	Kentucky Downs	Prairie Meadows	Yonkers ADW (EmpireCityBets)
Randall James Racetrack	Kentucky OTB	Premier Gateway International	Youbet Group 1
Millenium Racing	Lewiston OTB's	Premier Turf Club	Zia Park
Royal Beach Casino	Lien Games	Presque Isle	123Gaming
Divi Carina Bay Casino	Chips Lounge/Rumors OTB	Racing & Gaming Services	
Winner's Circle	Howard Johnsons OTB	Remington Park	Separate Pool Locations
Corpus Christi Greyhound	Skydancer Casino OTB	Remington OTB Network	Betting Exchange
Dayton Raceway	X the Spot (Virgin Islands)	Retama Park	Camarero (Puerto Rico)
Delaware Park	Offtrackbetting ADW	Rillito Park	Caymanas (Jamaica)
Delta Downs	Lone Star	Ruidoso Downs	Chile
Dover Downs	Louisiana Downs	Running Aces Harness Park	Codere (Mexico)
DraftKings	LVDC	Sam Houston	MIR Books (Caliente)
Egg Harbor ITW (NJ)	Atlantis Paradise Casino	Valley Greyhound Park	NDS Books (Nevada)
Elite Turf Club	Buffalo Thunder Resort	Saratoga Harness Raceway	Suaposta (Brazil) ADW
Ellis Park	Foxwoods Resort Casino	Saratoga Bets (NY)	Tabcorp (Australia)
	Mahoning Valley	Saratoga Harness ADW (National)	Turkish Jockey Club
			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

2023 Santa Anita Import Tracks

Exhibit 12.G

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

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
See 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	Full Card

- I. For **STANDARD BRED** racing associations, list the host tracks from which the association proposes to import out-of-state and/or out-of-country harness races. Include the dates imported races will be held, and 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 II, Inc., 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 II, Inc., 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, Danielle Kasparoff |
| Starter | Jay Slender |
| Timer | Dane Nelson |
- B. Management officials in the racing department:
- | | |
|-------------------------------------|-------------------------------------|
| Director of Racing | Jason Egan |
| Racing Secretary | Jason Egan |
| Assistant Racing Secretary | Zachary Soto |
| Paymaster of Purses | Dan Landers, Sandy Linares |
| Others (identify by name and title) | James Kasparoff, Stakes Coordinator |
- 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.
- 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, Director of Security; Timothy Doonan, Assistant Director of Security
- 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.
 - 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

	SAP Cameras - 2023			Exhibit 14.E
	Position/Location	CAMERA	CCU	LENS
1	PAN - TIGHT	Sony HXC-100	Y	Fujinon 50x
2	PAN - WIDE	Sony HXC-100	Y	Fujinon 50x
3	7/8 Tower - DIRT	Sony HXC-100	Y	Canon 55x
4	7/8 Tower - TURF	Sony HXC-100	Y	Canon 55x
5	3/8 Tower - DIRT	Sony HXC-100	Y	Canon 55x
6	Hill - Head-on start	Sony HXC-100	Y	Canon 22x
7	3/8 Tower - TURF	Sony HXC-100	Y	Canon 55x
8	1/4 Tower	Sony HXC-100	Y	Canon 55x (servo)
9	Turf Hill Tower	Sony HXC-100	Y	Canon 20x
10	Tote Board (Reverse Finish)	Sony HXC-100	Y	Canon 20x
11	Tunnel Exit	Sony HXC-100	Y	Canon 20x
12	Walking Ring Tower	Sony HXC-100	Y	Canon 20x
13	Paddock - Interview	Sony HXC-100	Y	Canon 20x
14	Jib - Winner's Circle	Sony HXC-100	Y	Wide-angle Canon
15	Ground Level / Winner's Circle	Sony HXC-100	Y	Canon 20x
16	Paddock Set	Sony HXC-100	Y	Canon 20x
17	Paddock Overlook (Mez)	Sony	Y	Zeiss 20x
18	Saddling Barn Robo East	Sony	Y	Zeiss 20x
19	Saddling Barn Robo West	Sony	Y	Zeiss 20x
20	Saddling Barn Cable West	Canon	N	20x
21	Saddling Barn Cable East	Canon	N	20x
22	5/16 Camera	Pelco	N	
23	Saddling Barn Box East	Marshall	N	
24	Saddling Barn Box West	Marshall	N	
25	Workout Camera	Marshall	N	
26	RF Overhead Gate (Dirt)	Marshall	N	
27	RF Overhead Gate (Turf)	Marshall	N	
28-37	Gate: Stall Cameras	Marshall	N	

38	RF GATE / SERVER 1	Panasonic	N	Canon 18x
39	Paddock - Tree Cam	Sony	Y	Zeiss 20x
40	Clockers Corner	Sony	Y	Zeiss 20x
41	Paddock - Speaker Pole	Sony	Y	Zeiss 20x
42	Tunnel - POV	Marshall	N	
43	Shutter	FOR-A	Y	Canon 20x
44	Turf Chute - Tower	Ursa	Y	Fujinon 20x - 4K
45	Turf Chute Head-on start - PTZ	Canon	Y	Zeiss 20x
46	TVU ROVER / SERVER 2	iPhone	N	
47	HERO / SERVER 2	iPhone	N	

**SANTA ANITA PARK
SECURITY LIVE RACING**

Director of Security
Stephen Scallon

Assistant Director of Security
Timothy Doonan

Office Manager
Corina Carter

FRONTSIDE SECURITY

626-574-6406

Area Managers

Robert Torrance
Vaughn Whalen
Robert Nyquist
William Macri
Sean Carmon
Eric Campos
Todd Bostrom
Keith Shishido
Juan Contreras
Robert Frutos
Ann Barrera

Security Supervisors

Sgt Ben Denovel
Sgt Ollis Hartley
Sgt Mark Mattick

Uniform Security Officers

Daniel Aragon
Christian Ayala
Byron Carter
Nelson Cuellar
Robert Lopez
Louis Rodriguez
Kenneth Shiba
Peter Scimeca
Shaikh Ali
Johnny Chavez
Lynn Rheault
Anthony Mora
Frank Gamez
Jose Alvarez
Ruben Arias
Abel Iniguez
Martin Sanchez

STABLE SECURITY

626-574-6469

Stable Security Supervisors

Sgt Brandon Islas
Sgt. Paul Nalbandian
Sgt. Mike Valadez

Stable Credentials

Yolidaved Garcia

Uniform Security Officers

William Griffin
Sergio Lozano
Carlos Rojo
Fernando Valenzuela

Stable Gateman

Frank Garcia
Mari Comsa
Al Castaneda
Raymundo Franco
Shondra Hudson
Cesar Hernandez
Clyde Higgins
Ignacio Ramirez
Joann Lopez
Manny Diaz
Alissa Mayer
Jeffrey Syverud
Eduardo Barsallo
Luis Holguin

Exhibit 15.B

1 Director of Security

1 Assistant Director

1 Office Manager

3 Investigators / 8 Part-time Investigators

3 Security Sergeants

10 Security Guards / 7 Part-time Guards

3 Stable Sergeants

1 Stable Credentials Secretary

4 Stable Guards

14 Gateman

Exhibit 15.B.1

Security Officer per four (4) horses. Surveillance cameras to cover all Horses for Graded Stakes Races.

- C. Describe the electronic security system. The electronic security system consists of video cameras with the ability to pan, tilt and zoom remotely. Camera monitors and control points are managed from secure locations. Digital recordings are maintained on hard drives.
1. Location and number of video surveillance cameras for the detention stall and stable gate: Surveillance cameras are in place within stalls 9, 10, 11, 12, 12A, 14, 20 and 21, providing a wide angle view of the entire stall space. Additional cameras are strategically located on the outside of stalls 4, 7, 12A and 14, and providing access to the barn area, are also under surveillance 24 hours per day. In addition, Santa Anita Park has installed approximately 1,100 additional surveillance cameras to the backside and "gap"
- D. For night racing associations: Describe emergency lighting system. Not applicable

16. EMERGENCY SERVICES

- A. Name, address, and emergency telephone number of the ambulance service to be used during workouts and during racing: Symons Ambulance, Jeff Grange, 18592 Cajon 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.
- C. Describe the on-track first aid facility, including equipment and medical staffing. Exhibit 16.C
- 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):
- 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

From: [Sindler, Eric](#)
To: [Drummond, Amanda@CHRB](mailto:Drummond.Amanda@CHRB)
Cc: [Thayer, Sherrie](#)
Subject: RE: LATCII Fall 2023 Application - Missing/Outstanding Items
Date: Wednesday, August 2, 2023 11:55:04 AM

Hi Amanda,

This is what we received regarding the horse ambulance: “We will have three ambulances with trailers. Two are trucks with trailers, one a tractor with a trailer. We have two people for the main ambulances, and one for the back up ambulance. Both the ambulances are hydraulic and have the boots and braces inside.”

Eric

- 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

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: On file with the Board
Promotional/Marketing budget for prior race meeting: On file with the Board
- C. Number of hosts and hostesses employed for meeting: 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



June 26, 2023

Exhibit 16.A.1

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, MD
Medical Director

Huntington Ambulance,LLC

Exhibit 16.B.1 - Huntington

CHRB
1010 Hurley Way #300
Sacramento, CA 95825

June 23, 2023

Dear CHRB Board,

I, Stacey O'Bryan, President of Huntington Ambulance, LLC certify that all E.M.T's (Emergency Medical Technicians) and Paramedics working for Huntington Ambulance, LLC are licensed with the State of California Emergency Medical Services, Orange County Emergency Medical Services and the California Highway Patrol.

All of our E.M.T's and Paramedics are licensed with the CHRB.

Sincerely,

A handwritten signature in cursive script that reads "Stacey O'Bryan".

Stacey O'Bryan - President
Huntington Ambulance, LLC

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

Dr. David Skinner
910 E. Adams
Orange, CA 92867

Phone: (323) 567-2425

Dr. Tri Minh Vo
6631 Beachview Drive
Huntington Beach, CA 92648

Phone: (734) 277-3087



EMERGENCY MEDICAL PROCEDURES FOR ON-TRACK INJURY TO JOCKEYS

“FIRST RESPONSE”

- In the event of an accident, LATC Trackside Human Ambulance “Unit 41 Paramedics” which is manned by LATC-contracted Paramedics and is following the horses and jockeys in the race will respond immediately to the site of the accident. The attending Paramedics shall arrive equipped with advance cardiac life support (ACLS) and full C-spine equipment.
- An “on-site evaluation” of injuries to the jockey(s) shall be made by Unit 41 Paramedics.



“ON-SITE EVALUATION”

- Based on the Paramedics “on-site evaluation” of injuries, a decision shall be made to either treat the injured jockey(s) on-site or to transport to the hospital.
 - If on-site treatment is deemed sufficient, Unit 41 Paramedics shall transport the injured jockey(s) directly to the First Aid Office where the Track Physician will be primary care provider or,
 - If off-site treatment is deemed necessary Unit 41 Paramedics will contact the Association Gate (channel 1) and have them call the 911 Arcadia Fire Department.



“INJURY TREATMENT”

- If the injured jockey(s) is treated at the First Aid Office the Track Physician shall be the primary care provider unless or until the Track Physician surrenders custody of the patient based on his/her medical evaluation;
 - If deemed necessary the Track Physician will contact the Association Gate to call the 911 Arcadia Fire Department to transport the injured jockey(s) to the hospital.
 - Or should the Track Physician deem the rider clear to ride he may then return to the Jockeys’ Room or be taken off his mounts for the remainder of the day.
 - If more than two jockeys need to be transported to the hospital, Arcadia Fire



PROCEDIMIENTO MEDICO de EMERGENCIAS PARA HERIDAS A JINETES EN LA PISTA

“PRIMEROS AUXILIOS”

- En el evento de un accidente, la ambulancia humana de LATC “41Paramedicos” es manejada por las EMT’s contractados por la LATC, seguiran a los caballos y jinetes en la carrera para responder inmediatamente al sitio del accident. El EMT arrivara con el equipo cardiaco basico (ACLS), AED, y equipo para la espina dorsal.
- Una evaluacion de las heridas al jinete seran hechas en el sitio del accidente por la 41Paramedicos.



“EVALUACION EN EL SITIO DEL ACCIDENTE”

- Despues del accidente, es la decision de los paramedicos si el jinete va estar transportado al hospital o al la oficina de First Aid.
 - Si el tratamiento es suficiente en el sitio del accidente, el 41 Paramedicos transportara al jinete directamente a la oficina de First Aid donde el doctor del tracke sera el doctor.
 - Si se cree que es necesario el 41 Paramedicos se comunicara con la Association Gate (Canal 1) para que ellos le adviser a Departamento de Bomberos de la Cuidad de Arcadia 911.



“TRATAMIENTO DE LAS HERIDAS”

- Si el jinete herido es tratado en la oficina de First Aid, el doctor del tracke sera el doctor al no ser que el doctor del tracke entregue custodia del paciente basado en su opinion medico;
 - Si se cree necesario el doctor de tracke se comunicara con la Association Gate (Canal 1) para que ellos le adviser a Departamento de Bomberos de la Cuidad de Arcadia 911.
 - Si el doctor de tracke dise que el jinete esta libre para montar or que va faltar de sus montas.
 - Si mas de dos jinetes necesitan transportacion al hospital, se le pedira a al



June 26, 2023

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 II, Inc. (“LATC”) has previously submitted to the board the Arcadia Fire Department’s fire clearance letter dated June 22, 2023.

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



City of Arcadia

Fire Department

Chen Suen
Fire Chief

710 S. Santa Anita Avenue
Arcadia, CA 91006
(626) 574-5100
(626) 446-7410 (fax)
www.ArcadiaCA.gov

June 22, 2023

Exhibit 16.H

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, 2023, through December 10, 2023.

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.

North County Fire Protection District
330 S. Main Ave.
Fallbrook, CA 92028
(760) 723-2010



Monday, 7 August, 2023

Attn: Joshua Funk
San Luis Rey
5772 Camino Del Rey
Bonsall, CA 92003

Property Address:
San Luis Rey Training Center
5772 CAMINO DEL REY
BONSALL, CA 92003


Re: Initial - Fire & Life Safety on August 07 2023

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.

Inspector:



Fire Protection Spec. Lars Beeghley

lbeeghley@ncfire.org
760-723-2043

Property Representative:



Joshua Funk

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: California Horse Racing Board 1010 Hurley Way Sacramento, CA 95825 Attn.: Insurance Department	Named Insured and Address: 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-B71-170912-033	Jun 30, 2023 to Jun 30, 2024	Each Occurrence	USD 2,000,000
				Products-Completed Operations Aggregate	USD 2,000,000
				General Aggregate	USD 2,000,000
				Self Insured Retention	USD 250,000
WORKERS' COMPENSATION & EMPLOYERS' LIAB	LIBERTY MUTUAL FIRE INSURANCE CO	WA2-B7D-170912-013	Jun 30, 2023 to Jun 30, 2024	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 <div style="text-align: center;">  By: _____ Catherine Evans </div>
---	--

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

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> Corners (lockers and cubicles) | How many 40+ | |
| <input checked="" type="checkbox"/> Showers | <input checked="" type="checkbox"/> Steam room, sauna, or steam cabinets | <input checked="" type="checkbox"/> Lounge area |
| <input checked="" type="checkbox"/> Masseur | <input checked="" type="checkbox"/> Food/beverage service | <input checked="" type="checkbox"/> Certified platform scale |

- B. Describe the quarters to be used for female jockeys/drivers. 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
- 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 8/2/23
 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.

Exhibit 22.F

Dirt Track

The main (dirt) track racing surface will be harrowed to a depth of 3 1/4" every racing day. These depths and procedures will provide a consistent, formful and safe racetrack each racing day.

When rainy weather is forecast and imminent, the track crew will "seal" the main track. The process of sealing is accomplished by driving a multi-rubber tire roller or truck around the track, thereby affecting a sealed or packed condition on the surface. When this is done before the rain is expected, most of the rain will run off the track toward and under the inside rail, with very little water seeping into the track itself. When substantial rainfall occurs, the surface will normally provide a safe footing for the next racing day, albeit with a track condition labeled as "sloppy" or "muddy."

When the dirt track is not sealed (by rolling) and receives a least a moderate amount of rain, the track is considered "off." Under these conditions, the track is "floated" with the steel floats behind the tractors. Floating smoothes the hoof prints and squeezes excess water to the surface where it drains or evaporates.

If not enough rain falls to soften the cushion; the cushion is then cut open and harrowed to the standard depths stated in the first paragraph. Again, Santa Anita will advise its patrons, whenever possible, when the track has been sealed.

Turf Course

The turf track consists of two courses, a 6-acre hill course and a 10-acre oval. The hill track averages 65 feet wide and has temporary rail positions of 0, 7 and 15 feet. The oval is 80 feet wide and has four rail positions of 0, 10, 20, and 30 feet. The rail is moved to more evenly spread the wear across the track and to allow the turf to recover from the damage caused by the horses. The position of the temporary rail does not change the distance of the race noted in the official program. The starting point of the race and marker poles is changed to compensate for the difference in rail position. All 1 3/4, 1 1/2, 1 1/4 and 6 1/2 furlong races originate from the hill portion of the track, but end on the oval portion of the track. All 1 1/8 and mile races start and end of the oval.

We have added an auxiliary turf chute 1/8 mile long, 80ft wide. This will allow us to run 6 Furlong and 6 1/2 Furlong races.



Race Meet Agreement

Fall 2023

Between

Los Angeles Turf Club II, Inc.

And

California Thoroughbred Trainers

September 27, 2023 – November 7, 2023

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**2023 Fall Race Meet Agreement
Santa Anita Park & California Thoroughbred Trainers**

This Agreement is entered into by and between Los Angeles Turf Club, Incorporated (“Track”) and the California Thoroughbred Trainers, Inc. (“CTT”) and becomes effective on September 27, 2023.

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 September 27, 2023, through November 7, 2023 (the “Term”).
2. Intentionally Omitted.
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 Wednesday 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. Intentionally Omitted.

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 make available at Track and approved auxiliary training facilities during each individual race meet which occurs during the Term, a minimum of 3,200 stalls in good condition for stabling.

b. Track agrees to use its commercially reasonable efforts to provide stalls to horses that are in a condition to train and run at each individual race meet which occurs during the Term. Stalls will be allocated and made available, without charge, to those thoroughbred horses for which Track's Racing Secretary has approved stalls. Stalls shall be assigned only to

trainers engaged in the care and training of thoroughbreds which Track has approved and to which Track has allocated stalls to prepare for racing. Track's obligations to furnish and allocate stalls shall be subject to Track's right to withdraw stalls allocated to horses not currently approved for racing or preparation for racing, or not actually training for racing, or for Track's needs for access to such stalls for repairs, maintenance, and construction. CTT members shall cooperate with Track to provide reasonable access to occupied stalls for necessary repairs, maintenance, and construction. The name of any trainer not cooperating with reasonable access shall be provided to CTT within 24 hours of such non-cooperation. Track will assure that stalls being repaired will be substituted for by other stalls at Track's cost, if applicable. Prior to the stable area opening for occupancy, as set forth in subsection (f) below, and at any other time upon CTT's request, Track shall provide to CTT a detailed report (by barn and stall number) of all significant repairs and improvements accomplished within the prior 60 days. Track and CTT agree that structural and infrastructure repairs and maintenance to enhance equine and human safety shall have priority over other improvement projects.

c. It is the intention of Track that stall allocations shall be made primarily on the basis of the quality and condition of the horses for which stall space is requested, upon the availability of stall space, and taking into consideration the character of each individual race meet conducted during the Term, and the horses suitable for the holding of such race meet. In the allocation and assignment of stall space for thoroughbreds, so long as the trainer is duly licensed, Track will not discriminate in any way against any trainer by reason of membership in the CTT.

d. Track shall not allocate more than forty (40) stalls to any one trainer. Following allocation of stalls which shall not exceed forty (40) to any one trainer, should Track determine that the number of available stalls exceeds the number of qualified and eligible horses which have been allocated stalls, then and in that event, Track may allocate, on an equitable basis, up to fifty (50) stalls to any one trainer. The intent of this provision is to ensure fair and reasonable consideration of all applications by Track, so that no one trainer may be awarded in excess of forty (40) stalls until such time as all applications for stalls for eligible and qualified horses have been reviewed, considered, and stalls have been reasonably provided to those horses which have been determined to meet Track's eligibility and qualification requirements. To the extent that Track allocates more than 40 stalls to any one trainer based on the foregoing, Track agrees to immediately notify CTT of the actual number of stalls that have been allocated to such trainer.

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 2023 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.

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.

a. Track shall, at least sixty (60) days prior to each individual race meet which takes place during the Term, notify the CHRB 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.

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 Track's race meets which occurs during the Term. Said auxiliary stalls shall be made available without cost to horsemen, pursuant to Section 19535 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 as provided for under applicable law.

d. 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.

e. Track agrees to provide to CTT a monthly report on the occupancy and/or availability of stalls both at Track and San Luis Rey Downs during each individual race meet which occurs during the Term

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, horsemen shall have the right to use their own hot-walking machines or acquire hot-walking machines from any source they may determine.

15. Credentials.

a. Track agrees to provide owner/trainer stickers or other appropriate credentials to all licensed personnel either employed on or with horses stabled on the grounds, at an authorized auxiliary stabling facility or whose horse has competed or is scheduled to compete during the Term.

b. Track further agrees to issue to all CTT Board members, its President, Executive Director, and Deputy Directors, North and South, and General Counsel, VIP or “official” credentials for the Term, including but not limited to, an “official” pin and Club House, 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 for training at 4:45 a.m. and to remain open for training until 10:00 a.m. every day of the week.

b. It is the intent of Track and CTT 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 the CTT) and be available for training seven (7) days a week on each day horses are stabled at Track.

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

d. Track agrees, on each day horses are stabled at Track, to have available during all training hours a fully manned, licensed, and operable ambulance for injured horses. Track agrees to maintain and keep clean the ambulance throughout the duration of the Term. On all days in which horses are stabled at Track, Track shall maintain a fully manned, licensed, and operable ambulance on the premises during training and racing hours for persons injured on the main track, 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.

e. Track agrees, while horses are stabled at Track to have a manned, operating starting gate for training on the main track.

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

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

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

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

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

17. Track Safety.

a. 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 the Term, or otherwise, to discuss, information concerning the soil or material composition, construction, engineering, and remediation of Track's main track, training track, and turf course surfaces, 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 CHRB, Breeders' Cup, or other entity. Track and CTT mutually agree to grant authorization to each other to obtain and to release to each other any information regarding track testing reports, data, or recommendation in the custody, possession, or control of the CHRB, Breeders' Cup, or other entity, upon its receipt by Track. CTT agrees to exercise its discretion regarding whether or not to disseminate any such reports received pursuant to this Agreement.

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

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

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 Santa Anita Park, Golden Gate Fields, Del Mar, Los Alamitos (Thoroughbred), or San Luis Rey Training Center, and such policy has a yearly premium of \$100,000 or less, Track shall upon receipt of an invoice pay its proportionate share of the yearly premium (which proportionate share shall be calculated on a reasonable basis).

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

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.

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: Nate Newby
Santa Anita Park
285 W. Huntington Drive
Arcadia, CA 91007
Nate.Newby@santaanita.com

With a copy to: Eric Sindler
Santa Anita Park
285 W. Huntington Drive
Arcadia, CA 91007
Eric.Sindler@monarchmgmt.com

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

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. Subject to and without in any way limiting the foregoing, a trainer duly licensed by the California Horse Racing Board who is subject to an Adverse Action (as defined in Section 8 hereof) shall be entitled to pursue the process set forth in Exhibit C of this Agreement provided that such trainer has fully executed and delivered to Track the Track's Stall Application in the form as shown in Exhibit B hereto prior to any such Adverse Action having been taken. In order to avoid any doubt, allowing a third party to bring its own breach of contract action against a contracting party, or to rely upon any of the provisions of this Agreement, other than to enforce an indemnification provision set forth in this Agreement or as set forth in the preceding sentence, would be inconsistent with the objectives of the contract and the reasonable expectations of the contracting parties.

[Signatures follow]

The Parties have executed this Agreement effective as of September 27, 2023.

Los Angeles Turf Club II, Inc.

California Thoroughbred Trainers, Inc.

By: 

By: 

Name: NATE NEWBY

Name: Alan F. Balch

Title: SVP + General Manager

Title: Executive Director

Date: 8/2/23

Date: August 2, 2023

Exhibit A

Santa Anita Park
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 and a release of liability provision (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 Los Angeles Turf Club II, Inc. ("LATC") to race and stable horses at Santa Anita Park during the 2023 Autumn 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. LATC 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, LATC 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 LATC immediately of any change in stall requirements and, if stalls have been allocated, of any change in shipping plans.

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

5. Trainer agrees to vacate any stalls assigned at Santa Anita Park, or any approved auxiliary training facility, and to remove all horses, equipment, and personnel from the premises of Santa Anita Park, or any approved auxiliary training facility, within three (3) days after being requested by LATC to do so; provided, however, that LATC'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 LATC 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 LATC.

7. Trainer represents that Trainer is duly authorized to represent the owners of the horses listed on the Stall Application, for all matters 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 LATC 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. LATC 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. LATC 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 Santa Anita Park 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 LATC, in its sole and absolute discretion.

13. **In no event, circumstance, or situation will LATC be considered to have responsibility for the care, custody, control, or well-being of any horse kept at Santa Anita Park 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 Santa Anita Park, 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 LATC, promptly calling to the attention of LATC 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. LATC 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 LATC for any damage to tack rooms assigned to Trainer caused by Trainer, Trainer's employees, agents, or invitees. LATC 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 LATC if the smoke detector's battery is low and needs to be replaced. LATC shall be responsible for making all necessary repairs or replacements to said smoke detectors. LATC shall inspect the sprinklers located in the stalls and shall make all necessary repairs.

15. **Assumption of Risk and Release of Liability.**

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

Trainer acknowledges that participating in Thoroughbred horseracing and training and caring for and working with horses are inherently dangerous activities and knowingly, voluntarily, and expressly assumes all risks and dangers, known and unknown, associated with the foregoing. Trainer releases, waives, and covenants not to sue LATC with respect to any and all claims, liabilities, losses, damages, or demands, known or unknown, that may arise in connection with, or relate in any way to, any such equine activity (collectively "Loss") to: (i) any horse owned, trained, or under the care of Trainer, Trainer's employees, or agents, while such horse is on the premises of Santa Anita Park; (ii) Trainer or Trainer's employees, agents, or invitees while such person is on the premises of Santa Anita Park; or (iii) which arose, directly or indirectly from training and racing activities while on the premises of Santa Anita Park, whether caused by the negligence (in any form other than gross negligence) of LATC or otherwise. The foregoing release of liability and covenant not to sue shall not apply if the Loss is caused by LATC's gross negligence or willful misconduct.

16. **Transportation to Slaughterhouse. Trainer shall not directly or indirectly participate in the transport of any horse from Santa Anita Park 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. LATC 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. LATC 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 LATC.** 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 LATC. 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 Santa Anita Park unless written consent is first obtained from LATC, which consent will not be unreasonably withheld, provided that in the sole and absolute judgment of LATC, 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 LATC.

22. LATC 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 Santa Anita Park), 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.** LATC'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, LATC may make an Adverse Action so long as LATC 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 LATC protocols, rules, or regulations, provided such LATC 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 LATC 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. LATC'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 LATC are giving up their right to sue in court and are giving up their right to have a jury trial.

Trainer and LATC 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 LATC 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 LATC 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 LATC and Trainer, (vii) any claim by either LATC 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 LATC, from bringing any class, collective, or representative action against LATC 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 Selection Process. The Arbitration shall be heard in Los Angeles 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 LATC, 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 LATC shall pay such fees in their entirety, and any amount of Arbitration fees that LATC 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 LATC 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 LATC 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’ or a ‘Non-Short-Term Exclusion.’ A ‘Short-Term Exclusion’ is an exclusion or limitations on training or racing at Santa Anita Park 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 Santa Anita Park 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. LATC shall have the initial burden to establish that (I) it had a reasonable belief that one or more specified grounds existed, (II) it acted in good faith, (III) it acted on the basis of a fair and substantial reason, (IV) 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 LATC’s Trainer Exclusion/Suspension Process, a copy of which is available in the LATC’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 LATC in writing that it wishes to formally challenge LATC's Adverse Action. Within two (2) business days of LATC's receipt of Trainer's notification, LATC 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 LATC and the CTT.

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

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

E. Purpose of the Hearing. The sole purpose of the hearing will be to determine whether Adverse Action was made in accordance with 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 LATC's Adverse Decision was not made in accordance with California law, the Arbitrator may order LATC 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 LATC, 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 LATC shall pay such fees in their entirety, and any amount of Arbitration fees that LATC 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 LATC 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. Water Usage Warning. LATC is working with the City of Arcadia to reduce water usage. All Trainers and their employees are required to minimize water usage. Routine inspections may be made to determine if there is excessive use, such as unattended flowing hoses and similar practices.

27. 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 Los Angeles 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 LATC or Trainer. Except for LATC 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 Santa Anita Park Terms and Conditions of Stabling and Racing (the “Agreement”) are available at Santa Anita Park’s racing office and available for download at <https://www.santaanita.com/racing-office#downloads>. _____
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 and a release of liability 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 Los Angeles Turf Club II, Inc. 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 Los Angeles Turf Club II, Inc. 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 Santa Anita Park 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 the reasons stated in the Letter).

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

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.

2023 Fall


Race Meet Agreement

Between

Los Angeles Turf Club II, Inc.

and

Thoroughbred Owners
Of California



TOC

Thoroughbred Owners of California

Forging the Future

September 27, 2023

Through

November 7, 2023

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**2023 Fall Race Meet Agreement
Santa Anita & Thoroughbred Owners of California**

This Agreement is entered into by and between Los Angeles Turf Club II, Inc. (“Track”) and the Thoroughbred Owners of California, Inc. (“TOC”) and becomes effective on September 27, 2023.

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 September 27, 2023, through November 7, 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 to increase purses on Supercharged Races Days, which consent shall not be unreasonably withheld); Overnight stakes purses shall have the minimum as set forth on Exhibit B and meet the requirements for international cataloging standards for North American Black Type Designation;

J. Winning Purse Distributions.

I. Purses for all races with a purse greater than \$30,000 run during each individual race meet which takes place during the Term shall be divided and paid to the owner(s) of the horses finishing first through fifth as follows:

- (1) Sixty percent (60%) for first;
- (2) Twenty (20%) for second;
- (3) Twelve (12%) for third;
- (4) Six (6%) for fourth; and,
- (5) Two (2%) for fifth.

II. Purses for all races with a purse less than or equal to \$30,000 run during each individual race meet which takes place during the Term shall be divided and paid to the owner(s) of the horses finishing first through fifth as follows:

- (1) Fifty-Five percent (55%) for first;
- (2) Twenty (20%) for second;
- (3) Twelve (12%) for third;

(4) Eight (8%) for fourth; and

(5) Five (5%) for fifth.

K. A “Participation Purse” in the amount of \$500, or such other amount which is mutually agreed upon by Track and TOC, funded from the purse account, shall be paid to all starters effectively finishing 6th or worse in any race, and to fifth place finishers if their share of the purse is less than the Participation Purse, wherein said fifth place finisher will receive an aggregated maximum of the Participation Purse. For purposes of the payment of such participation purses, a “starter” means any horse that which leaves the gate at the official start of a race, and is considered a legal starter by the Stewards. Horses racing in a Breeders’ Cup race are excluded from the Participation Purse.

L. Track shall be permitted to schedule the types and conditions of races (e.g. 5f on the turf for 3 and up, N1X) in its sole discretion; however, the purses for the condition (e.g. N1X) of such race shall not differ from the overnight purse schedule attached as Exhibit B without first obtaining the written approval of TOC, which will not be unreasonably withheld.

M. Track agrees that entries will be taken not less than three (3) calendar days prior to the day on which such entered horses are scheduled to run unless the TOC consents otherwise, which consent shall not be unreasonably withheld.

N. Trainers will be permitted to enter up to three (3) horses in any maiden special race, however, not to the exclusion of another unassociated horse, and, further, provided there are at least eight (8) separate wagering interests in the race;

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

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

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

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

iii. The interest earned on the Paymaster of Purses Account which was not used for Special Purses during any individual race meet during the Term shall be held by

TOC in an interest-bearing account until Track's Next Meet and then used for purses during the Track's Next Meet.

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

i. Unless subsequently and otherwise agreed to in writing by the Parties, an amount equal to thirty percent (30%) of the purse paid for finishing first through fifth, inclusive, in any open race, excluding purses for stakes races, starter allowance races, and claiming races, but including overnight stakes races, allowance races, and non-claiming maiden races shall be paid by Track from purse funds as an owner premium to the owner of a registered California-bred Thoroughbred horse which finishes first through fifth. An optional claiming race shall be considered to be an allowance race with respect to horses not entered for a claiming price. However, a Cal-Bred horse entered for a claiming price in an allowance race is entitled to the bonus provided for herein for finishing first through fifth. A Cal-Bred who has won its first condition in a race restricted to Cal-Breds is still eligible for its first condition in an open race, and is entitled to the owner premium mentioned above. Once a horse has won the first two condition allowance races (Cal-Bred and open), then the Cal-Bred win will be disregarded in future races for eligibility purposes only. The owner premium provided for herein shall be reduced by the amount of the owner premium paid to owners of California-bred Thoroughbred horses finishing first as provided in Section 19614.4(a) and (b) of the California Horse Racing Law.

ii. In the event overnight purses are increased in accordance with Section 4 of this Agreement, retroactive increases in the Cal-Bred incentive and allowance purse increase programs described in this Section will be made unless otherwise specifically agreed to by Track and TOC.

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

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

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

iii. The workout criteria that will be in effect during the Term are those criteria as listed in the first Condition Book, a copy of which is attached as Exhibit C.

iv. No owner, trainer, or veterinarian may have possession of any shockwave therapy or equivalent device while within Track's enclosure during the Term, except

as expressly authorized by Track. Any owner, trainer, or veterinarian found to be in possession of such device(s) during the Term may be excluded from the enclosure for a period of not less than 10 days, at the sole discretion of Track. The identity of any owner, trainer, or veterinarian authorized or found to be in possession of such device(s) shall be disclosed to an appropriate representative of the CHRB, TOC, and CTT within 48 hours of the device's authorization or discovery.

v. Intentionally Omitted.

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

vii. A horse that won its first condition in a race conducted at Golden Gate Fields (and has subsequently not won any other condition) is still eligible for its first condition in an allowance race at Track. Once a horse has won the first two condition allowance races (race at Golden Gate Fields and race at Track), then the Golden Gate Fields win will be disregarded in future races for eligibility purposes only. An optional claiming race shall be considered to be an allowance race with respect to horses not entered for a claiming price.

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

ix. In the event a race offered in the "Condition Book," including but not limited to a "Substitute" or other alternative race, and an "Extra" race published elsewhere receive the same number of entries, the race published in the Condition Book shall be considered the preferred race, and will be utilized before any Extra Race to make the card go. Should a drawn race or races be cancelled due to an act of God or otherwise, Track shall make every effort to offer said races to horsemen as Extra Race(s) as soon as possible. Further, said race(s) will have preference over Substitute or other alternative race(s), and Extra races published elsewhere receiving the same number of entries, Track shall make every effort to inform horsemen of such preference when races are published. Further, should Track elect to use an Extra over a filled Substitute race, it shall immediately notify TOC and explain the rationale for the decision.

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

xi. If and when allowed by government regulations: Track agrees to provide to the owner or owners of a horse competing in a race, on the day of the race, at a minimum, free clubhouse seating for a maximum of eight (8) persons per horse competing. The owner or owners of a horse competing in a stakes race, other than a Graded Stakes, shall be the guest of the racetrack in the clubhouse, and will be provided complimentary meals, excluding bar

service. On that date, the complimentary dining will be provided for a maximum of four (4) individuals per horse competing. Unless otherwise approved in advance by TOC, with regard to the running of a Graded Stakes, the owner or owners of a horse competing in that race shall be the guest of the racetrack in the clubhouse, and will be provided complimentary meals and beverages, up to a maximum of four (4) individuals per horse competing;

xii. Further, Track agrees to provide to the owner of a horse that starts in a Grade I, Grade II, or Grade III Stakes Race during the Term a custom "Saddle Towel." The saddle towel will be same saddle towel used in the Grade I, Grade II, or Grade III 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.

xvi. Post Time Self Insurance Group ("Post Time") provides workers' compensation insurance for California jockeys as required by California Horse Racing Law. Post Time has advised the TOC that a Per-Start Fee Deduction from each owner's paymaster account

in the amount of \$146 (the “Per Start Fee Deduction”) is necessary in order to fund the expected workers’ compensation costs for jockeys in 2023. In accordance with longstanding past practice, TOC continues to and does hereby authorize and direct Track’s Paymaster of Purses to make the Per-Start Fee Deduction from each owner’s horsemen’s account, unless Post Time provides Track with written notice that an owner has opted out of the Per-Start Fee Deduction. Any such notice of an owner’s opt-out must be given by Post Time to Track via email delivered to Track’s Paymaster of Purses and bearing a subject line of “Notification of Owner Opt-Out of Per Start WC Fee,” with such notice only taking effect upon receipt. If the owner opts out, then Track’s Paymaster of Purses shall not make the Per-Start Fee Deduction from such owner’s horsemen’s account.

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.

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 II, Inc.

Thoroughbred Owners of California

By: 
Name: Nate Newby
Title: SVP + General Manager


By: 
Name: Bill Nader
Title: President & CEO

Exhibit A Stakes Schedule

Date	Name	Purse	Grade	Age	Sex	Distance	Surface
9/29/23	Chillingworth	\$100,000	3	3 & Up	Fillies & Mares	6.5F	Dirt
9/30/23	Eddie D	\$200,000	2	3 & Up	Open	*6.5F	Turf (Hillside Course)
9/30/23	Awesome Again (BC Win/In)	\$300,000	1	3 & Up	Open	9F	Dirt
9/30/23	Santa Anita Sprint	\$200,000	2	3 & Up	Open	6F	Dirt
9/30/23	City of Hope	\$200,000	2	3 & Up	Open	8F	Turf
10/1/23	Zenyatta	\$200,000	2	3 & Up	Fillies & Mares	8.5F	Dirt
10/1/23	John Henry	\$200,000	2	3 & Up	Open	10F	Turf
10/1/23	Tokyo City Cup	\$100,000	3	3 & Up	Open	12F	Dirt
10/1/23	Unzip Me	\$100,000	Listed	3yo	Fillies	*6.5F	Turf (Hillside Course)
10/7/23	American Pharoah (BC Win/In)	\$300,000	1	2yo	Open	8.5F	Dirt
10/7/23	Chandelier (BC Win/In)	\$200,000	2	2yo	Fillies	8.5F	Dirt
10/7/23	Rodeo Drive (BC Win/In)	\$300,000	2	3 & Up	Fillies & Mares	10F	Turf
10/7/23	Speakeasy	\$100,000	Listed	2yo	Open	5F	Turf
10/8/23	Zuma Beach	\$200,000	3	2yo	Open	8F	Turf
10/8/23	Surfer Girl	\$200,000	3	2yo	Fillies	8F	Turf
10/9/23	Swingtime	\$80,000		3 & Up	Fillies & Mares	8F	Turf
10/14/23	California Distaff	\$100,000	CA-Bred	3 & Up	Fillies & Mares	*6.5F	Turf (Hillside Course)
10/15/23	California Flag	\$100,000	CA-Bred	3 & Up	Open	*6.5F	Turf (Hillside Course)
10/21/23	Anoakia	\$85,000		2yo	Fillies	6F	Dirt
10/28/23	Lure	\$80,000		3 & Up	Open	8F	Turf
11/3/23	Senator Ken Maddy	\$150,000	Listed	3 & Up	Fillies & Mares	*6.5F	Turf (Hillside Course)
11/3/23	Golden State Juvenile	\$175,000	CA-Bred	2yo	Colts & Geldings	7F	Dirt
11/3/23	Golden State Juvenile Fillies	\$175,000	CA-Bred	2yo	Fillies	7F	Dirt
11/3/23	Qatar Golden Mile	\$150,000		2yo	Open	8F	Turf
11/3/23	Breeders' Cup Juvenile Turf Sprint	\$1,000,000	2	2yo	Open	5F	Turf
11/3/23	NetJets Breeders' Cup Juvenile Fillies	\$2,000,000	1	2yo	Fillies	8.5F	Dirt
11/3/23	Breeders' Cup Juvenile Fillies Turf	\$1,000,000	1	2yo	Fillies	8F	Turf
11/3/23	FanDuel Breeders' Cup Juvenile	\$2,000,000	1	2yo	Open	8.5F	Dirt
11/3/23	Breeders' Cup Juvenile Turf	\$1,000,000	1	2yo	Open	8F	Turf
11/4/23	Twilight Derby	\$250,000	2	3yo	Open	9F	Turf
11/4/23	Thoroughbred Aftercare Alliance	\$250,000	2	3 & Up	Open	13F	Dirt
11/4/23	Big Ass Fans Breeders' Cup Dirt Mile	\$1,000,000	1	3 & Up	Open	8F	Dirt
11/4/23	Maker's Mark Breeders' Cup Filly & Mare Turf	\$2,000,000	1	3 & Up	Fillies & Mares	10F	Turf (Hillside Course)
11/4/23	PNC Bank Breeders' Cup Filly & Mare Sprint	\$1,000,000	1	3 & Up	Fillies & Mares	7F	Dirt
11/4/23	FanDuel Breeders' Cup Mile	\$2,000,000	1	3 & Up	Open	8F	Turf
11/4/23	Longines Breeders' Cup Distaff	\$2,000,000	1	3 & Up	Fillies & Mares	9F	Dirt
11/4/23	Longines Breeders' Cup Turf	\$4,000,000	1	3 & Up	Open	12F	Turf
11/4/23	Longines Breeders' Cup Classic	\$6,000,000	1	3 & Up	Open	10F	Dirt
11/4/23	Breeders' Cup Turf Sprint	\$1,000,000	1	3 & Up	Open	5F	Turf
11/4/23	Qatar Racing Breeders' Cup Sprint	\$2,000,000	1	3 & Up	Open	6F	Dirt
11/5/23	Goldikova	\$200,000	2	3 & Up	Fillies & Mares	8F	Turf
11/5/23	Autumn Miss	\$100,000	3	3yo	Fillies	8F	Turf
Total Stakes Purses (less BC races)		\$4,395,000					
26 SA stakes							
16 BC Stakes							

Exhibit B
Overnight Purse Schedule

Purse Structure Races	Autumn 2023	Autumn 2022	Autumn 2021	Autumn 2020
Overnight Stakes	\$85,000	\$85,000	\$75,000	\$75,000
Res Overnight	\$80,000	\$80,000	\$70,000	\$70,000
ALW	\$71,000	\$71,000	\$71,000	\$67,000
3x	\$70,000	\$70,000	\$70,000	\$67,000
2x	\$65,000	\$65,000	\$65,000	\$59,000
1x	\$63,000	\$63,000	\$63,000	\$57,000
Claiming				
100,000	\$55,000	\$55,000	\$55,000	\$50,000
75,000	\$53,000	\$53,000	\$53,000	\$48,000
50,000	\$47,000	\$47,000	\$47,000	\$43,000
40,000 (NW 2 LT)	\$42,000	\$42,000	\$42,000	\$33,000
40,000	\$42,000	\$42,000	\$42,000	\$38,000
35,000 (NW 3 LT)	\$36,000	\$36,000	\$36,000	\$33,000
32,000	\$39,000	\$39,000	\$39,000	\$35,000
25,000 (NW2LT)	\$28,000	\$28,000	\$28,000	\$25,000
25,000	\$36,000	\$36,000	\$36,000	\$33,000
20,000	\$31,000	\$31,000	\$31,000	\$28,000
16,000 (NW2/3 LT)	\$24,000	\$24,000	\$24,000	\$22,000
16,000	\$26,000	\$26,000	\$26,000	\$25,000
12,500 (NW 2 LT)	\$24,000	\$24,000	\$20,000	\$18,000
12,500	\$24,000	\$24,000	\$24,000	\$22,000
10,000	\$22,000	\$22,000	\$22,000	\$20,000
ST ALW (NW2/NW3)	\$36,000	\$36,000	\$36,000	\$33,000
MSW	\$61,000	\$61,000	\$61,000	\$55,000
MCL 100,000	\$46,000	\$46,000	\$46,000	\$40,000
MCL 75,000	\$40,000	\$40,000	\$40,000	\$36,000
MCL 50,000	\$35,000	\$35,000	\$35,000	\$32,000
MCL 40,000	\$31,000	\$31,000	\$31,000	\$28,000
MCL 30,000	\$25,000	\$25,000	\$25,000	\$23,000
MCL 20,000	\$22,000	\$22,000	\$22,000	\$20,000

Exhibit C

Workout Criteria – See Attached

Exhibit D

Average Daily Purse Projection and Current Over/Under Payment

Exhibit E

Inclement Weather Policy

See attached.

Race Day Medication Agreement

See attached.

Exhibit F

Fire and Disaster Policy

Attached



B E S S O L I M I T E D

CONTRACT OF INSURANCE

**THOROUGHBRED OWNERS OF
CALIFORNIA**

Policy No: NOKS50008023

PERIOD OF INSURANCE:

From 1st May 2023 to 1st May 2024

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
2 Minster Court
London
EC3R 7PD

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

LMA9136A
18 August 2020

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RISK DETAILS
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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: B0595NOKS50008023

POLICY NUMBER: NOKS50008023

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 2023
To: 1st May 2024
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 2023 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 collectable, 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, 2023. 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 39,000 (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 2023

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.

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

To be confirmed and endorsed onto the policy.

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, 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 civil commotion.

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 reaction 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 DETAILS 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

DATA PROTECTION SHORT FORM INFORMATION NOTICE (LAYER 1)

Your personal information notice

Who we are

We are the underwriter(s) identified in the contract of insurance and/or in the certificate of insurance.

The basics

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit.

This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

Other people's details you provide to us

Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

Want more details?

For more information about how we use your personal information please see our full privacy notice(s), which is/are available online on our website(s) or in other formats on request.

Contacting us and your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact us, as your London Broker, at:

Broker Details: Besso Limited, 2 Minster Court, London, EC3R 7PD, +44(0)20 740 1000
complaints@besso.co.uk
<http://www.besso.co.uk/web/privacy-notice>

LMA9151 amended
25 April 2018

SECURITY DETAILS

REFERENCES

UMR (Unique Market Reference): B0595NOKS50008023

Date contract printed to PDF: 10:59 09 May 2023

SIGNED UNDERWRITERS

Markel International



100.000000%
Written

C	F	6	5	3	1	A	2	3	E	A	A			
---	---	---	---	---	---	---	---	---	---	---	---	--	--	--

NB

100.000000%
Signed

15:40 04 May 2023

Lloyd's Underwriter Syndicate No. 3000 MKL, London, England

Ollie Atkin

Bound as Slip Leader, Lloyd's Leader

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: Scott Daruty
Name: SCOTT DARUTY
Title: VICE PRESIDENT

Los Angeles Turf Club II, Inc.

By: Scott Daruty
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

Los Angeles Turf Club II, Inc.

By: _____

By: _____

Name: _____

Name: _____

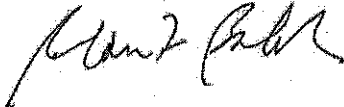
Title: _____

Title: _____

Thoroughbred Owners of California, Inc.

California Thoroughbred Trainers, Inc.

By: _____

By:  _____

Name: _____

Name: Alan F. Balch

Title: _____

Title: Executive Director

Exhibit A

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 verify that:
 - a. All furosemide eligible horses are assigned to a veterinarian or technician.
 - b. Only one furosemide veterinarian or technician is assigned to each horse.
 - c. Furosemide ineligible horses are not assigned for furosemide treatment.
 - d. Scratches, medication status changes, and stall assignments changes are accurately recorded by all.
3. Furosemide shall be administered only after: a) the trainer, owner, or the owner's veterinarian has consulted with the furosemide veterinarian regarding the condition of the horse, and b) the furosemide veterinarian has examined the horse sufficiently to establish a veterinary-client-patient relationship in accordance with 16 CCR 2032.1.
4. Furosemide administration shall be performed in the horses' stalls between 4½ to 4 hours prior to the published post time for the race in which the horse is entered. Veterinarians, or technicians, are not to administer furosemide after the 4 hour deadline unless authorized by the Stewards.
5. If a horse is not in its assigned barn/stall when treatment is attempted, the veterinarian, or technician, is to promptly notify the furosemide coordinator who shall contact the Stewards (to have them determine the location of the horse) and then advise the veterinarian, or technician, of the horses' status / location.
6. If no attendant is present, the horse will not be treated. The veterinarian, or technician, will radio the furosemide coordinator who shall notify the Stewards and request instruction.
7. Administration of the medicine.
 - a. The furosemide veterinarian, or technician, shall:
 - i. Advise the attendant that he/she is present to administer furosemide and state the horse's name and race number.

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

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

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

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

i. Catch and hold the horse.

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

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

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

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

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

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

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

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

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

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

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

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

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

c. Complete recording of information on the Horse Identification Program

with:

i. Time of administration.

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

iii. Furosemide dose.

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

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

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

i. Name of horse.

ii. Name of trainer.

iii. Date and time of furosemide administration.

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

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

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.

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 ALAMITOS RACING
ASSOCIATION AT LOS ALAMITOS RACE COURSE, COMMENCING SEPTEMBER
13, 2023 THROUGH SEPTEMBER 26, 2023**

Regular Board Meeting
August 17, 2023

Application: Los Alamitos Racing Association at Los Alamitos Race Course

Breeds: Thoroughbred

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

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

Required Information	Status	Comments	CHRB Rule/Law
Off-Site Auxiliary Stabling	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Santa Anita fire clearance valid through 12/10/23; San Luis Rey Downs valid through 08/07/24.	<u>Rule 1420(q)</u>
Stabling and Vanning Agreement	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Southern California Stabling and Vanning Agreement valid through 12/31/23.	<u>BPC 19607.1</u>
Fire Clearance	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Fire clearance valid through 03/21/24; 45-day exemption to Rule 1927 received 06/09/23.	<u>Rule 1927</u>
Backstretch Inspection	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Backstretch inspection completed on 11/04/22.	<u>Rule 2102</u>
Track Safety Inspection	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Track safety inspection completed 08/09/23.	<u>Rule 1471(g)</u>

Inclement Weather Plan	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Consistent with CHRB guidelines – received 06/09/23.	Rule 1432
Workers' Compensation Insurance	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Acord Insurance. Valid 01/01/23 through 01/01/24.	Rule 1501
Horsemen's Race Meet Agreements	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Thoroughbred Owners of California – received 07/21/23. California Thoroughbred Trainers Association – received 06/09/23.	Rule 2044
Wagering Information	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	See pages 232-250	BPC 19599
Emergency and Security	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	See pages 252-284	BPC 19481.3
Veterinary Services	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	See pages 237-238	Rule 1481 Rule 1840 Rule 1841
ADW Providers and Horsemen's Approvals	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	See pages 241-250	BPC 19604 19604(b)(1)(C)
Administrative Review	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow Up Required <input type="checkbox"/> Outstanding	Secretary of State Filing Current Financial Statements Reviewed Statistics Report Reviewed Active Licenses Verified Deposit Received Required Signatures Obtained	Rule 1439 Rule 1470 Rule 2046 Rule 1481 BPC 19490 Rule 1433 Rule 1437

RECOMMENDATION: Staff recommends approval; application satisfactorily meets requirements for licensure.



4961 Katella Avenue, Los Alamitos, CA 90720

714-820-2800 • www.losalamitos.com

July 21, 2023

Commissioners

California Horse Racing Board

1010 Hurley Way, Suite 300

Sacramento, CA 95825

Dear Commissioners,

In regards to the outstanding items related to the LARA September, 2023 race meet application:

- The 2022 audit of the financial statements of the Los Alamitos Race Course is in process. Customarily, the audit is finished in July/August. As soon as the audit is completed, it will be forwarded to the CHRB.
- The SLRD fire clearance that covers the term of the proposed meet will be supplied to the CHRB as soon as it is received. The current fire clearance is valid through 8/22/23.

Sincerely,

F. Jack Liebau

Vice-President

(650) 222-8150

jackliebau@yahoo.com



4961 Katella Avenue, Los Alamitos, CA 90720

714-820-2800 • www.losalamitos.com

June 21, 2023

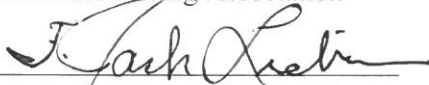
Scott Chaney
Executive Director
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, California 95825

Dear Scott:

During its 2023 Race Meets, Los Alamitos Racing Association hereby agrees to adhere to the CHRB Track Veterinarian Emergency Procedure protocols, as posted on the CHRB Website.

Very truly yours,
Los Alamitos Racing Association

By


Jack Liebau, Vice President

June 1, 2023
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, California 95825

Attn: Scott Chaney
Executive Director

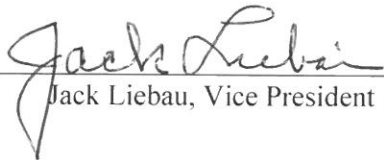
Re: CHRB Inclement Weather Policy

Commissioners:

During the 2023 Los Alamitos Racing Association Meet from September 13, 2023, through September 26, 2023, the Los Alamitos Racing Association hereby agrees to adopt and abide by the CHRB Inclement Weather Policy posted on the CHRB website.

Respectfully submitted
By Los Alamitos Racing Association, Manager

By



Jack Liebau, Vice President

Los Alamitos Racing Association
4961 Katella Avenue
Cypress, CA 90720

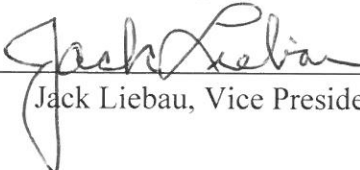
June 7, 2023

California Horse Racing Board
1010 Hurley Way Ste. 300,
Sacramento, CA 95825
Attn: Scott Chaney

Board Members:

Los Alamitos Racing Association (“the Association”) is aware of the “Concussion Management and Return to Ride Guidelines” that appears on the CHRB website. The Association hereby agrees to abide by and adopt such protocol throughout its upcoming 2023 Meet, September 13, 2023, through September 26, 2023.

Respectfully submitted
Los Alamitos Racing Association, Manager

By 
Jack Liebau, Vice President

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: September 13th through September 26th, 2023
- B. Actual dates racing will be held: 9/15, 9/16, 9/17, 9/22, 9/23, 9/24
- 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: 6/9/23
Deposit received: On file
Reviewed: NLG

Hearing date: 8/17/23
Approved date:
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 Saturdays and 9 on Sundays
- C. Total number of stakes races: Four
- 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). The 2023 stakes schedule includes the Los Alamitos Special, a guaranteed \$75,000 stake for 3 year olds and up at a mile and a sixteenth; it was scheduled in 2022 but did not fill.
 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. N/A
- 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-1:00 pm, 2nd race-1:30 pm, 3rd race-2:00 pm, 4th race-2:30 pm, 5th race-3:00 pm, 6th race-3:30 pm, 7th race-4:00 pm, 8th race-4:30 pm, 9th race-5:00 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.

LOS ALAMITOS RACE COURSE

STAKES SCHEDULE

Closing Thursday, September 7, 2023

Saturday, September 16, 2023 \$75,000 Guaranteed



E.B. JOHNSTON STAKES (Cal Bred)

For Three Year Olds and Upward

One Mile

Closing Thursday, September 7, 2023

Sunday, September 17, 2023 \$75,000 Guaranteed

DARK MIRAGE STAKES

For Fillies And Mares Three Year Olds and Upward

One Mile

Closing Thursday, September 14, 2023

Saturday, September 23, 2023 \$75,000 Guaranteed

LOS ALAMITOS SPECIAL

For Three Year Olds and Upward

One Mile And One Sixteenth

Closing Thursday, September 14, 2023

Sunday, September 24, 2023 \$75,000 Guaranteed

CAPOTE STAKES

For Two Year Olds

Six And One Half Furlongs

Revised	
CONDITION	New Purses
MDN CLM 20,000	\$ 20,000.00
MDN CLM 30,000	\$ 23,000.00
MDN CLM 40,000	\$ 26,000.00
MDN CLM 50,000	\$ 29,000.00
MDN CLM 75,000	\$ 32,000.00
MDN ALW	\$ 45,000.00
CLM 6,250	\$ 15,000.00
CLM 6,250 CLAUSE	\$ 14,000.00
CLM 8,000	\$ 16,000.00
CLM 8,000 CLAUSE	\$ 15,000.00
CLM 10,000	\$ 21,000.00
CLM 10,000 CLAUSE	\$ 20,000.00
CLM 12,500	\$ 24,000.00
CLM 12,500 CLAUSE	\$ 23,000.00
CLM 16,000	\$ 26,000.00
CLM 16,000 CLAUSE	\$ 25,000.00
CLM 20,000	\$ 29,000.00
CLM 20,000 CLAUSE	\$ 28,000.00
CLM 25,000	\$ 30,000.00
*CLM 25,000 CLAUSE	\$ 29,000.00
CLM 32,000	\$ 33,000.00
*CLM 32,000 CLAUSE	\$ 32,000.00
CLM 40,000	\$ 35,000.00
CLM 50,000	\$ 36,000.00
STR ALW 6,250	\$ 16,000.00
STR ALW 8,000	\$ 17,000.00
STR ALW 12,500	\$ 21,000.00
STR ALW 16,000	\$ 22,000.00
STR ALW 20,000	\$ 22,000.00
STR ALW 25,000	\$ 28,000.00
STR ALW 30,000	\$ 29,000.00
STR ALW 40,000	\$ 32,000.00
STR ALW 50,000	\$ 33,000.00
ALW OPT-CLM 20,000	\$ 47,000.00
ALW OPT-CLM 40,000	\$ 47,000.00
ALW	\$ 47,000.00
OVERNIGHT HANDICAP	\$ 75,000.00
STAKES	\$ 100,000.00

CAL BRED %		
12%	STR ALW	Plus up to (\$\$) to CAL BRED Winner's
	STR OPT CLM	
	OPEN CLM OVER \$40K	
30%	MDN ALW	Plus up to (\$\$) to CAL BRED'S
	ALW OPT CLM	
	ALW	

LOS ALAMITOS RACE COURSE

STAKES SCHEDULE

Closing Wednesday, September 7, 2022

Sunday, September 18, 2022 \$75,000 Guaranteed

DARK MIRAGE STAKES

For Fillies And Mares Three Year Olds and Upward
One Mile

Closing Wednesday, September 7, 2022

Saturday, September 17, 2022 \$75,000 Guaranteed



E.B. JOHNSTON STAKES (Cal Bred)

For Three Year Olds and Upward
One Mile

Closing Wednesday, September 14, 2022

Sunday, September 25, 2022 \$75,000 Guaranteed

CAPOTE STAKES

For Two Year Olds
Six And One Half Furlongs

Closing Wednesday, September 14, 2022

Saturday, September 24, 2022 \$75,000 Guaranteed

LOS ALAMITOS SPECIAL

For Three Year Olds and Upward
One Mile And One Sixteenth

LOS ALAMITOS RACE COURSE

STAKES SCHEDULE

Closing Saturday, September 4, 2021

Saturday, September 11, 2021 \$75,000 Guaranteed

BEVERLY J. LEWIS

For Fillies Three Year Olds

Six Furlongs

Closing Saturday, September 4, 2021

Sunday, September 12, 2021 \$75,000 Guaranteed



E.B. JOHNSTON STAKES (Cal Bred)

For Three Year Olds and Upward

One Mile

Closing Saturday, September 11, 2021

Saturday, September 18, 2021 \$75,000 Guaranteed

CAPOTE STAKES

For Colts And Geldings Two Year Olds

Six And One Half Furlongs

Closing Saturday, September 11, 2021

Sunday, September 19, 2021 \$100,000 Guaranteed

LOS ALAMITOS SPECIAL

For Three Year Olds and Upward

One Mile And One Sixteenth

Closing Wednesday, September 15, 2021

Sunday, September 19, 2021 \$75,000 Guaranteed

DARK MIRAGE STAKES

For Fillies And Mares Three Year Olds and Upward

One Mile

Closing Friday, September 17, 2021

Friday, September 24, 2021 \$75,000 Guaranteed

LUCKY SPELL STAKES

For Fillies Three Year Olds

Six Furlongs

Closing Saturday, September 18, 2021

Saturday, September 25, 2021 \$75,000 Guaranteed

PHONE CHATTER STAKES

For Fillies Two Year Olds

Six And One Half Furlongs

LOS ALAMITOS RACE COURSE
STAKES SCHEDULE

Closing Wednesday, September 22, 2021

Sunday, September 26, 2021

\$75,000 Guaranteed



ROYAL OWL STAKES (Cal Bred)

For Two Year Olds

Five And One Half Furlongs

C. CORPORATION

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; Tom Seibly-Director; Don Valpredo-Director; Frank Sherren-Director; Cathy Monji-Director & Secretary; Jack Liebau-Director; Richard Shapiro-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 Guterrez-Director of Publicity & 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
2022-7 cards in September	44,231,783	30,113
2021-7 cards in June/July	56,909,823	32,086
2020-7 cards in June/July	57,935,552	7,368
2019-9 cards in June/July	67,587,735	71,130
2018-12 cards in June/July	72,091,294	75,215

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

- A. Purse distribution:

- 1. All races other than stakes:

Current meet estimate: 1,532,843

Prior meet actual: 1,931,369

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

Current meet estimate: 255,474

Prior meet actual: 275,910

- 2. Overnight stakes:

Current meet estimate: 0

Prior meet actual: 0

Los Alamitos Racing Association

4961 Katella Avenue

Cypress, CA 90720

June 7, 2023

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, is hereby requesting takeout, as set forth below, to be offered during the Los Alamitos Racing Association 2023 Meet, September 13, 2023, through September 26, 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%

Respectfully submitted
Los Alamitos Racing Association, Manager

By


Jack Liebau, Vice President



June 2, 2023

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

RE: 2023 Los Alamitos – 2023 Fall Race Meet Wager Approvals

Dear Scott,

Los Alamitos has contacted the Thoroughbred Owners of California (TOC) regarding the conducting of the following wagers on each racing day of its race meet beginning September 13, 2023 through September 26, 2023.

- **\$2 Rolling Doubles** wagers subject to a 20% takeout
- **Players Pick-5** (50¢ minimum wager) 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
Executive Director

cc: Jack Liebau
Cathy Monji

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

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

Current meet estimate: 0

Prior meet actual: 0

3. Non-overnight stakes:

Current meet estimate: 279,000

Prior meet actual: 213,550

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

Current meet estimate: 46,500

Prior meet actual: 30,507

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

Current meet estimate: 1,811,843

Prior meet actual: 2,144,919

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: 25.3%

Prior meet actual: 32.7%

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

Current meet estimate: 4.21%

Prior meet actual: 4.67%

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

Current meet estimate: 170,349

Prior meet actual: 179,315

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

2,477

TOC 13,755

15,630

CTT 20,632

23,445

Total: 36,864

Total: 41,552

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

Current meet estimate: 2,019,056

Prior meet actual: 2,365,786

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

Current meet estimate: 336,509

Prior meet actual: 337,969

- 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: 1,163,672
 Prior meet actual: 1,323,754
- Average Daily Purse (7F ÷ number of days):
 Current meet estimate: 193,945
 Prior meet actual: 189,108
- G. Purse funds to be generated from interstate handle:
 Current meet estimate: 340,649
 Prior meet actual: 401,041
- Average Daily Purse (7G ÷ number of days):
 Current meet estimate: 56,775
 Prior meet actual: 57,292
- 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. \$15.08 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-\$167.50; San Luis Rey Downs-\$300 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
Race #1	See attached listing	See attached listing
Race #2		

Veterinarians Available for Emergency Services

Los Angeles County Fair

Vet	Phone	Name of Practice
<u>Los Alamitos:</u>		
Bradley, Sam	310-339-7666	Baker
Hargrove, Nicola	310-617-6727	
Lorbieki, Jocelyn	949-939-3547	Los Alamitos
Moser, Bryn	951-279-5070	Los Alamitos
Overly, Rick	714-270-9425	Equine Sports Med
Pattio, Nolton	626-759-2380	
Sapp, Kelsey	210-602-1004	Los Alamitos
Schmidt, Stephanie	561-425-5401	Equine Sports Med
Stead, Dana	970-310-4449	Los Alamitos
Troncatty, Ashley	818-414-2040	Equine Sports Med
Warren, Herb	714-397-4206	
Yacoub, Anita	951-206-7496	Equine Sports Med

San Luis Rey Downs (off-track training)

Jenkins, Chuck	970-217-8132	Magrini
Manno, Mike	619-871-4541	San Dieguito Equine
Magrini, Ron	760-880-1925	Magrini
Porubovich, Lindsay	602-290-0623	Magrini
Robinson, Brett	818-679-1114	San Dieguito Equine

Santa Anita (off-track training)

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

Los Alamitos Racing Association September 2023 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 #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, September 24, 2023
- 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 includes evergreen provisions.
- 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).

THOROUGHBRED SIMULCAST RACES TO BE IMPORTED



June 2, 2023

Mr. Jack Liebau
Los Alamitos Racecourse
4961 Katella
Los Alamitos, CA 90720

RE: Los Alamitos Fall 2023 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 2023 Los Alamitos Fall race meeting, September 13, 2023 through September 26, 2023, 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).

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

CHAIRMAN: GARY FENTON

PRESIDENT & CEO: BILL NADER

EXECUTIVE DIRECTOR: JORDYN EGAN

DIRECTOR OF OPERATIONS & MEMBER SERVICES: ELSA PERON

NORTHERN CA DIRECTOR OF OPERATIONS: WAYNE ATWELL

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, Executive Director

cc: Cathy Monji

SOUTHERN CALIFORNIA

Cabazon Fantasy Springs Casino
84-245 Indio Springs Dr.
Indio, CA 92201

Surfside Race Place at Del Mar
2260 Jimmy Durante Blvd.
Del Mar, CA 92014

Hollywood Park
3883 W. Century
Inglewood, CA 90303

Sports Pavilion at The Farmer's Fair
18700 Lake Perris Dr.
Perris, CA 92571

Watch & Wager, Antelope Valley Fairgrounds
2551 West Ave. H
Lancaster, CA 93536

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

Exhibit 12.C/F (1/2)

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

Commingled Locations

AmWest Entertainment	Ellis Park	Maronas (Uruguay)	Scarlet Pearl Casino (MS)
Amwest Accounts	Emerald Downs	Maryland Jockey Club	Scioto Downs
Caribbean locations	Evangeline Downs	Meadowlands (NJ)	Seabrook Greyhound
Couer D'Alene Casino (ID)	Fair Grounds	Meadows The	Seabrook Greyhound ADW
Triple Crown (SD)	Fair Grounds ADW	Meadows The (ADW) - PA regional	Southland Greyhound
Arapahoe-Mile High	Fair Meadows	Miami Valley Gaming & Racing	State Fair (Lincoln, NE)
Arima Race Club	Favorites at Gloucester (NJ)	Mobile Greyhound	Suaposta (Brazil) ADW
Bangor Raceway	Finger Lakes	Monmouth Park (NJ)	Suffolk District OTB
Batavia	Finger Lakes ADW	Montana OTB	Suffolk Downs
Belterra Park	Fonner Park	Monticello	Sunland Park
BetAmerica	Freehold (NJ)	Mountaineer Park	SunRay Park & Casino
Beau Rivage Casino (MS)	Gillespie County Fair	Nassau Regional OTB	Tampa Bay Downs
Birmingham Greyhound	Global Wagering Group	Nevada Pari-Mutuel Assoc.	Taunton ADW
Borgata Casino (NJ)	Global Wagering Solutions	Newport Jai Alai	Taunton Dog Track Inc.
Buffalo Raceway	Betsson, OneXTwo, German Tote	New Jersey ADW (4NJBets)	The Downs at Albuquerque
Canterbury Park	Racebets, Sportech Netherlands.	New Palace Casino (MS)	Thistledown
Capital District OTB	Magna Bet, Pferdewetten, Dantoto	Northfield Park	Tioga Downs
Catskills OTB	Bet365, Ladbrokes Coral, UK Tote	Cedar Downs OTB	Tri-State GH (Mardi Gras)
Charles Town Race Course	4 Racing/Gold Coast (South Africa)	Northville Downs	Turf del Norte (Mexico)
Churchill Downs	Gold Strike Casino (MS)	NYRA	Turf del Norte - Tribeca (D. R.)
Colonial Downs	Grants Pass (& Oregon OTB's)	NYRA ADW	Turf Paradise
Columbus Raceway	Greenetrack	Oaklawn Park	Turfway Park
Connecticut OTB	Greyhound at Post Falls	Oaklawn Park ADW	TVG
Bradley Teletheater, Bristol	Gulfstream Park	Ocean Downs	TVG High Volume
New Britain, Norwalk, Milford	Harrah's Philadelphia (Chester)	Panama	Twin River Greyhound
East Haven, Hartford, Putnam	Harrington Raceway	PariBet ADW	TwinSpires
Shoreline Star, Sports Haven	HarringtonBets ADW (DE regional)	PariBet OTB (North Dakota)	TwinSpires High Volume
Torrington, Waterbury	Hawthorne Race Course	PARX	US Off Track ADW
Manchester, New London	Hawthorne ADW	PARX ADW	Velocity Wagering Ltd.
Willimantic, Sanford OTB	Hoosier Park	Penn National	Venezuela OTB
John Martin's Manor Restaurant	Horseman's Park	Penn National ADW	Vernon Downs
Connecticut OTB ADW	Hill)	Peru	WatchandWager ADW
Coushatta Casino	Idabet	Plainridge Race Course	Western OTB
Paragon Casino	Indiana Downs	Plainridge ADW	Wheeling Downs
Ho-Chunk Casino	Clarksville/Evansville OTB	Player Management Group	Will Rogers Downs
Mohegan Sun Casino	Intermountain Racing	PlayUp Limited ADW	Wyoming (307 Racing)
Oneida Bingo and Casino	Jockey Club Brasilia	Pocono Downs ADW	Wyoming OTB
Pony Bar Simulcast Center	Keeneland	Pocono Downs/OTB	Wyoming Downs
Tote Investment Racing	Keeneland Select ADW	Prairie Meadows	XpressBet
Randall James Racetrack	Kentucky Downs	Premier Gateway International	Yonkers Raceway
Millenium Racing	Kentucky OTB	Premier Turf Club	Yonkers ADW (EmpireCityBets)
Royal Beach Casino	Lewiston OTB's	Presque Isle	Youbet Group 1
Divi Carina Bay Casino	Lien Games	Remington Park	Zia Park
Winner's Circle	Chips Lounge/Rumors OTB	Remington OTB Network	123Gaming
Corpus Christi Greyhound	Howard Johnsons OTB	Retama Park	
Dayton Raceway	Skydancer Casino OTB	Racing & Gaming Services	Separate Pool Locations
Delaware Park	X the Spot (Virgin Islands)	Ruidoso Downs	Betting Exchange
Delta Downs	Offtrackbetting ADW	Running Aces Harness Park	Camarero (Puerto Rico)
Dover Downs	Lone Star	Sam Houston	Caymanas (Jamaica)
Dubuque (Iowa Greyhound)	Louisiana Downs	Valley Greyhound Park	Chile
Wild Rose OTB's	LVDC	Saratoga Harness Raceway	Codere (Mexico)
Egg Harbor ITW (NJ)	Atlantis Paradise Casino	Saratoga Bets (ADW)	MIR Books (Caliente)
Elite Turf Club	Buffalo Thunder Resort		NDS Books (Nevada)
	Foxwoods Resort Casino		Suaposta (Brazil) ADW
	Mahoning Valley		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 Carleton, Rocky Mountain Turf Club, Sudbury Downs, Summerside, TBC Teletheatres, Track On 2, Truro Raceway, Western Fair, Woodbine, Xpressbet Southern Alberta

**Commingled
Canadian Locations**

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

**Thoroughbred tracks conducting racing
during the Fall Meet at Los Alamitos**

(September 13 to 26, 2023)

Please note track listings on this page reflect available information through June 1, 2023

Ajax Downs	Horseshoe Indianapolis
Assiniboia thru Sept. 9	Kentucky Downs thru Sept. 13
Belmont Park	Lethridge
Belterra	Lone star
Canterbury	Louisiana Downs thru Sept. 12
Century Downs	Meadowlands
Churchill Downs	Mountaineer
Delaware Park	Penn National
Emerald Downs	Parx Racing
Fanduel Sportsbook	Prairie Meadows
Finger Lakes	Presque Isle
Fort Erie	Remington Park
Grants Pass	Tampa Bay Downs
Golden Gate	Thistledowns
Gulfstream Park	Woodbine
Hastings	South America
Hollywood Charles Town	

Import Tracks

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

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

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

QUARTER HORSE SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races
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- I. For **STANDARD BRED** racing associations, list the host tracks from which the association proposes to import out-of-state and/or out-of-country harness races. Include the dates imported races will be held, and indicate whether a full card will be accepted. If the full card will not be imported, state “selected feature and/or stakes races”.

HARNESS SIMULCAST RACES TO BE IMPORTED

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

- 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
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- K. For **ALL** racing associations, if any out-of-state or out-of-country races will commence outside of the time constraints set forth in Business and Professions Code sections 19596.2 and 19596.3, attach a copy showing the agreement by the appropriate racing association(s).

NOTICE TO APPLICANT: All interstate wagering to be conducted by an association is subject to the provisions of Title 15, United States Codes, which require specific written approval of the CHRB and of the racing commission having jurisdiction in the out-of-state venue. All international wagering to be conducted by an association is subject to the 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 | Tom Bernard |
- 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 12/31/24.

- 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, contract expires 5/6/2024. 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: Pegasus Communications, Jim Porep, 5/6/24.

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 and list attached.
- 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. 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: 11 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. n/a

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 BUNTHOEUN SOS	DESK/DISPATCH MAINLINE CLUBHOUSE MEZZ
NIGHT SHIFT OFFICERS	JACKIE DIXON HENRY CHAMBERS GABRIEL CASTELLANOS	MAINLINE PADDOCK
STABLE AREA OFFICERS	JORGE AVINA CESAR FRANCO JOSE ALVAREZ	NIGHT STABLE GRAVEYARD SPLIT SHIFT
OFF HOUR OFFICERS STABLE GATE	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.

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. Regarding equine ambulances, during mornings when a live race meet is not being conducted there is one Kimsey ambulance in place, pulled by a John Deere Tractor. During live race meets, there is a second Kimsey ambulance in place, pulled by a Ford one ton truck. This second ambulance rotates among the Southern California race meets. Both ambulances are equipped hydraulic support squeeze and wench, as well as Kimsey splints. Both ambulances have a driver and one other person, plus a veterinarian who follow horses during live races.
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.
- 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): 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.

Huntington Ambulance, LLC

CHRB
1010 Hurley Way #300
Sacramento, CA 95825

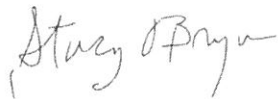
March 7, 2023

Dear CHRB Board,

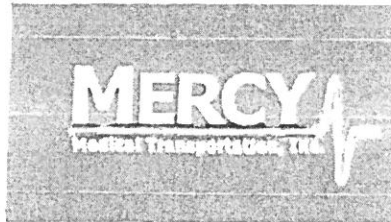
I, Stacey O'Bryan, President of Huntington Ambulance, LLC certify that all E.M.T's (Emergency Medical Technicians) and Paramedics working for Huntington Ambulance, LLC are licensed with the State of California Emergency Medical Services, Orange County Emergency Medical Services and the California Highway Patrol.

All of our E.M.T's and Paramedics are licensed with the CHRB.

Sincerely,

A handwritten signature in black ink that reads "Stacey O'Bryan". The signature is written in a cursive, flowing style.

Stacey O'Bryan - President
Huntington Ambulance, LLC



March 7, 2023

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,

A handwritten signature in black ink, appearing to read "R. Roesch".

Richard F Roesch
President

Mercy Medical Transportation, Inc.

Phone: 760-525-2688

Email: rick@mercymedtrans.com

Valley Center Office | PO Box 530, Valley Center, CA 92082
Office: 760-751-9797 | Fax 760-751-8880



symbiosis

Care Reimagined.

March 7, 2023

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

Los Alamitos Race Course Medical Emergency Response Procedures

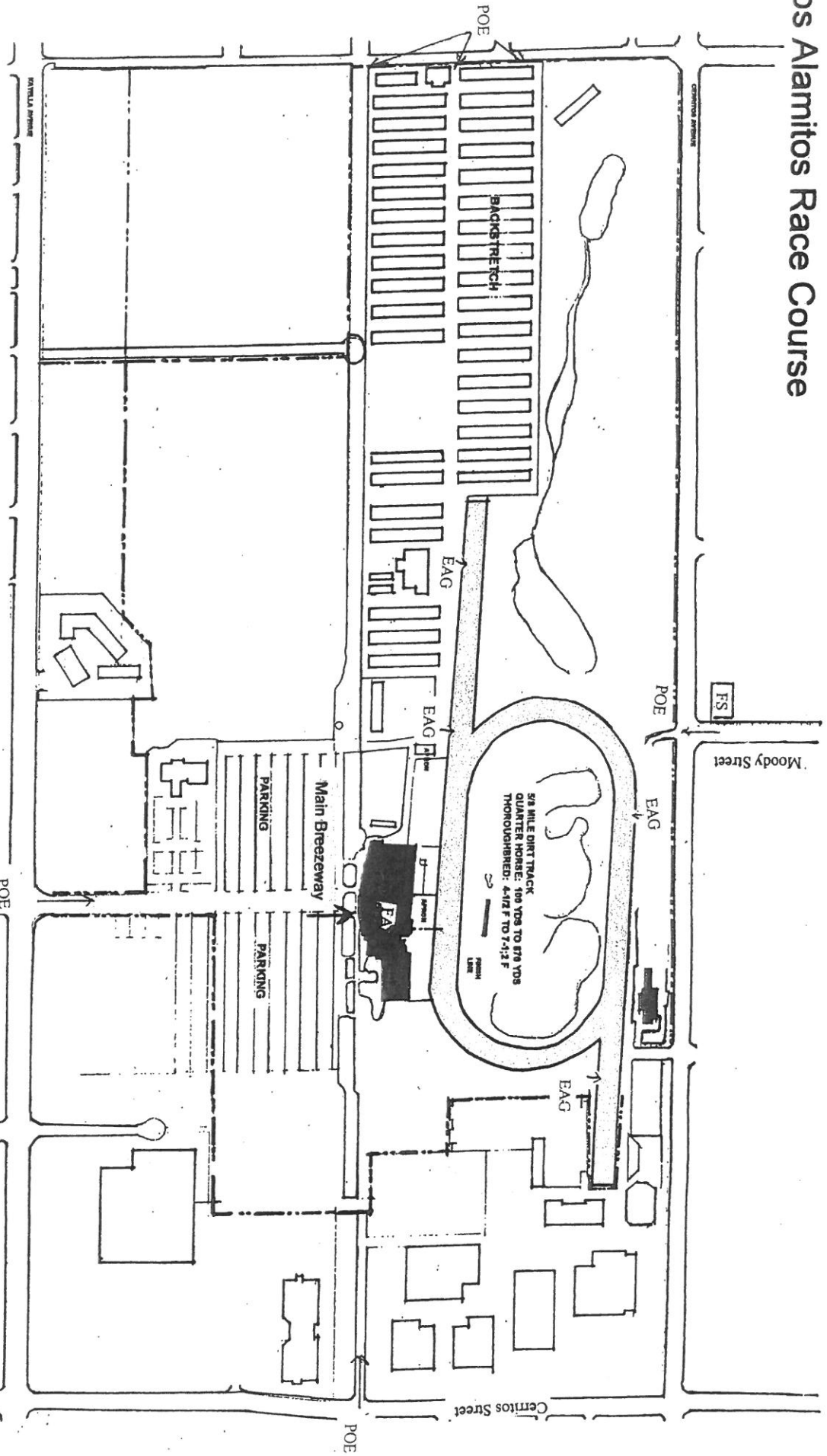
Los Alamitos Race Course

4961 Katella Ave.

Los Alamitos, CA 90720

714-820-2800

Los Alamitos Race Course



- Legend:**
- Emergency Access Gate
 - Fire Station
 - First Aid Location
 - Race Track

- EAG
- FS
- FA
- POE

- Emergency Phone Numbers**
- Security Dispatch Desk
 - Security Captain Desk
 - LARC Main Number
 - Emergency Response

- (714) 820-2660
- (714) 820-2663 cell
- (714) 820-2800
- 911
- (714) 713-7728

Los Alamitos Race Course

Medical Support Overview

Morning Workouts

- One BLS unit staffed with two licensed EMT's on site during all morning training hours

Race Nights

- Two BLS units staffed with four licensed EMT's on site during all race hours
- Paramedic backup provided by Orange County Fire Station 17 located 100 yards from back gate access to racetrack
- Los Alamitos Medical Center with 24-hour Emergency Room located 1.1 miles from Los Alamitos Race Course
- Long Beach Memorial Hospital – Level One Trauma Facility (10.3 miles)
- University of California Irvine Hospital – Level One Trauma Facility (18.2 miles)

Los Alamitos Race Course
Medical Emergency Procedures
Medical Support Information

Huntington Ambulance, LLC

Contact Information – Stacey O’Bryan 714-325-0363 or Todd Jones 714-325-0382

Healthpoint Industrial Clinic

7052 Oranewood Ave. #6
Garden Grove, CA 92841
714-903-1100

Finish Line Self Insurance Group (Employee Workers’ Comp provider)

714-820-2743

Security Communications Desk

Ext. 2660

Los Alamitos Medical Center

3751 Katella Ave.
Los Alamitos, CA 90720
562-598-1311

University of California Irvine Medical Center

101 City Dr. south
Orange, CA 92868
714-456-7890

Long Beach Memorial Medical Center

2801 Atlantic Ave.
Long Beach, CA 90806
562-933-2000

Los Alamitos Race Course

Horse/Rider Down On-Track Morning Workout

Emergency Response Protocol

Radio Communications

- Ambulance Crew / Outriders / Starting Gate / Clocker / Horse Ambulance – Channel 2
- Security for Paramedic response – Channel 1

Initial Procedures Taken for Horse/Rider Down

- Outrider notifies track personnel via radio – Channel 2
- Outrider and/or track adjacent security gate activate track warning lights. Both outriders and security gate have warning light switches
- Outriders respond to location of downed or loose horse to control accident scene
- Ambulance crew responds to accident scene after observing incident or being notified by outrider call
- Clocker makes announcements over track PA system warning of incident on track
- Assistant starters and outriders assist in deterring horse traffic away from incident scene
- Assistant starters stop loading horses into gate and stop horses from accessing track
- Security personnel at track adjacent gate halt access to track
- If necessary outrider notifies security to contact main stable to request veterinarian response to incident scene

EMT Procedures

- Respond to incident scene
- EMT's make initial assessment of rider injuries
- If transport is required EMT's notify outrider and security communications desk via radio
- If transfer to Paramedic unit is required EMT's notify security communications desk. Communications contacts Emergency Services Dispatch that ambulance is moving to pre-designated transfer location at the back racetrack gate located directly adjacent to City of Cypress Fire Station 17
- If ambulance crew makes direct transport to closest hospital, track is shut down until ambulance returns

Los Alamitos Race Course

Race Night Accident Protocol

On Track Jockey Accident

Human Ambulance Crew

- If a jockey goes down during a race the ambulance Crew will immediately assess the situation with the first priority to keep the injured jockey down and still.
- Following EMT training procedure, the ambulance crew will make an initial assessment of the injured jockey's airway, breathing and circulation.
- If Paramedic assistance is not required, but transport to a hospital is required, EMT crew will stabilize any fractures, take a full set of vitals, notify security communications via radio that transport is required.
- Security communications desk will notify hospital of upcoming transport and report back to ambulance crew via radio.
- EMT crew will stabilize injured jockey on backboard and transport via the north gate onto Cerritos Avenue.
- Ambulance crew will have the ability to contact nearest hospital via cell phone.
- When first ambulance crew departs track, on site backup ambulance crew will assume priority duties until return of first ambulance crew.
- If after making initial evaluation of injured jockey it is determined by EMT crew that Paramedic assistance is required they will notify Security communications desk. Security communications desk will immediately notify dispatch that Paramedic assistance is needed.
- After notifying Security communications desk, EMT crew will complete evaluation of airway, breathing and circulation; stabilize any fractures; check all vital signs; stabilize injured jockey on backboard and transport to pre-designated transfer location at the north gate directly adjacent to Fire Station 17.
- The following criteria will be followed to request Paramedic assistance.
 - Respiration less than 12 or greater than 30
 - Pulse less than 50 or greater than 130
 - Systolic blood pressure less than 90
 - Any open injury to skull
 - Penetrating injury to the neck, chest, abdomen, back or groin
 - Closed head injury involving sustained GCS less than 12, unequal pupils, weakness in one or more extremities
 - Suspected spinal cord injury
 - Flail chest
 - Bilateral femur fractures
 - Unstable pelvic fractures
 - Unmanageable airway or full arrest

Outriders / Assistant Starters

- Outrider will be notified of jockey related accident either by observing accident or being notified by Stewards of accident
- Outrider will respond to accident scene with first priority being to make sure the area is safe from any loose or injured horses
- If Horse Ambulance is required Outrider will notify Stewards. Stewards will call Horse Ambulance via radio or at ext. 2836
- Assistant starters will respond to accident scene to assist in securing the area from any loose or injured horses
- Assistant starters will assist track veterinarian in handling any injured horses
- Should the injury to the horse be severe, Assistant Starters will make their best effort to shield the view of the public by using the screen attached to the Horse Ambulance
- Assistant Starters will assist in loading any injured horse into the Horse Ambulance under the supervision of the track veterinarian

Horse Ambulance

- Horse Ambulance driver will be stationed on site during all racing hours and can be contacted via radio or at ext. 2828
- The Horse Ambulance is staged directly adjacent to main racetrack entry gate during all racing hours
- Ambulance driver is stationed at Horse Ambulance during each race.
- Once notified of an accident requiring Horse Ambulance, driver will immediately enter the track and proceed to accident scene staying as close to the outside rail as possible
- Once on the accident scene, Horse Ambulance driver will follow the instructions of the track veterinarian

Accidents Involving Multiple Jockeys / Horses

- As Los Alamitos always has two fully staffed BLS Ambulances on duty during all racing hours, should there be an incident involving two or more horses/jockeys the first ambulance crew which follows the races will assess the situation and call for the backup ambulance to respond to the accident scene if necessary.
- Both of the BLS Ambulance units can transport two patients, but if additional transport support is required the ambulance crew will notify the Security Communications desk and request the necessary Paramedic support.
- The injury protocol followed in single injury incidents will be followed in any multiple injury accident.
- The Horse Ambulance procedures will be followed as in a single horse injury incident. The Los Alamitos Horse Ambulance can transport two injured horses at a time. Should additional transportation be needed, a specially equipped backup Horse Ambulance is on site at all times and will be used at the direction of the track Veterinarian.

Los Alamitos Race Course

Emergency Protocol

Human / Horse Ambulance in Paddock (Race Night)

EMT Coverage of Paddock Area

- During the saddling of horses in the paddock on race nights one of the two ambulance crews will be stationed directly adjacent to the paddock / walking ring to respond to any incident
- If there is an incident in the paddock it will be the responsibility of the Paddock Judge to direct all horses and spectators safely away from the incident scene
- Security guard assigned to paddock area will notify stewards and security communications desk of incident
- If there are horses already on the track for an upcoming race, the Stewards will notify the Starter to hold horses behind the gate until situation is resolved
- EMT's will assess any injury and will make the decision if transport is necessary
- If transport is necessary the on site backup ambulance unit and EMT crew will remain on scene to provide ambulance coverage for upcoming race

Horse Ambulance Coverage of Paddock Area

- If there is an incident in the paddock requiring the Horse Ambulance, the security officer assigned to the paddock area will notify the Horse Ambulance driver via radio or at ext. 2836 and the Stewards at ext. 2783
- It will be the duty of the paddock Judge to direct the other horses and spectators away from the injured horse
- The Stewards will notify the Starting Gate of the incident. Assistant starters will be dispatched to the paddock to assist loading the injured into the Horse Ambulance
- If there are horses on the track for an upcoming race they will be held behind the Starting Gate until the Horse Ambulance exits the track

**Los Alamitos Race Course
Accident/ Injury Procedures
Patron Injury**

Patron Injury / Non Live Racing Hours

- If a patron is injured the Security Communications desk is notified immediately at ext. 2660. The specific location of the incident is reported and the Security Communications directs on site security personnel to the location.
- Security personnel confirm with patron that they request medical assistance. If patron is unable to respond, security personnel request medical assistance.
- If patron requests medical assistance or if patron is unable to respond, Security Communications desk calls for Paramedic assistance.
- Paramedics responding to patron assistance are pre instructed to enter Los Alamitos Race course through main breezeway adjacent to Security Office. If injured patron is mobile Paramedics will meet patron at Security Office. If patron is not mobile, Security personnel will escort Paramedics to patron location.
- Paramedics will make determination to transport patron to a hospital for treatment.

Patron Injury / Live Racing Hours

- The backup EMT Ambulance Crew is stationed at the Los Alamitos First Aid Station during live racing hours
- Patrons with minor medical complaints are directed to First Aid Station where EMT crew can check vital signs and advise on additional treatment such as seeing personal doctor, going to emergency room or medical clinic
- Patrons in need of immediate additional care are kept in First Aid Station while Paramedic assistance is requested through the Security Communications Desk.
- Patrons who are not mobile are assisted by EMT crew at location of incident while Paramedic assistance is requested through Security Communications desk.

Los Alamitos Race Course

Medical Emergency Procedures

Employee Injury

- All employee injuries should immediately be reported to Security Communications Desk
- If available, employee's department supervisor will be notified and will respond to injured employee along with Security Department personnel
- If employee's department supervisor is not available, available members of racetrack administration staff will respond to location
- If injury appears life threatening, the Security Communications desk is directed to call for Paramedic assistance. Paramedics are directed to respond to the Main Breezeway located adjacent to the Security Office.
- If the injury is not serious and it is deemed safe to do so, employee will be transported to the Healthpoint Industrial Clinic for treatment.

Los Alamitos Race Course Emergencia Médica Procedimientos de Respuesta

Los Alamitos Race Course
4961 Katella Ave.
Los Alamitos, CA 90720
(714) 820-2800

Los Alamitos Race Course
Descripción General de Soporte Médico

Entrenamientos Matutinos

- Una unidad de BLS con dos EMTS con licencia en el sitio durante todas las horas de capacitación de la mañana

Noches de Carrera

- Dos unidades BLS con cuatro EMTS con licencia en el lugar durante todas las horas de carrera
- Respaldo paramédico proporcionado por la estación de bomberos 17 de Orange County ubicada a 100 yardas del acceso de la puerta trasera al hipódromo
- Los Alamitos Medical Center con sala de emergencias las 24 horas ubicado a 1.1 millas de Los Alamitos Race Course
- Long Beach Memorial Hospital – Level One Trauma Facility (10.3 millas)
- University of California Irvine Hospital – Level One Trauma Facility (18.2 millas)

**Los Alamitos Race Courses
Procedimientos de Emergencia Médica
Información de Asistencia Médica**

Huntington Ambulance, LLC

Información del contacto – Stacey O’Bryan (714) 325-0363 o Todd Jones (714) 325-0382

Healthpoint Industrial Clinic

7052 Oranewood Ave. #6
Garden Grove, CA 92841
(714) 903-1100

Finish Line Self Insurance Group (proveedor de compensación laboral para empleados)

(714) 820-2743

Escritorio de Comunicaciones de Seguridad

Ext: 2660

Los Alamitos Medical Center

3751 Katella Ave.
Los Alamitos, CA 90720
(562) 598-1311

University of California Irvine Medical Center

101 City Dr. South
Orange, CA 92868
(714) 456-7890

Long Beach Memorial Medical Center

2801 Atlantic Ave.
Long Beach, CA 90806
(562) 933-2000

Los Alamitos Race Course
Entrenamiento Matutino a Caballo/Jinete en la Pista

Comunicaciones por Radio

- Equipo de Ambulancia / Outriders / Starting Gate/ Clocker / Ambulancia de Caballos– Channel 2
- Seguridad para la Respuesta de los Paramédicos – Channel 1

Procedimientos Iniciales Tomados para Caballos o Jinetes

- Outrider notifica al personal de la pista por radio – Channel 2
- Outrider / Puerta de Seguridad activar luces de advertencia de pista. Tanto los Outriders / Puerta de Seguridad tienen interruptores de luz de advertencia de riel
- Outriders responden a la ubicación del caballo caído o suelto para controlar la escena del accidente
- El personal de la ambulancia responde a la escena del accidente después de observar el incidente o de ser notificado por la llamada de un acompañante
- Clocker hace anuncios a través del sistema de megafonía de la pista advirtiendo de un incidente en la pista
- Los asistentes de arranque dejan de cargar caballos en la puerta y evitan que los caballos accedan a la pista
- El personal de seguridad en la vía adyacente a la puerta detenga el acceso a la vía.
- si es necesario, el outrider notifica al personal de seguridad para que se comunique con el establo principal para solicitar la respuesta del veterinario a la escena del incident

EMT Procedimientos

- Responder a la escena del incidente
- Hacer una evaluación inicial de las lesiones del ciclista
- si se requiere transporte, EMT's notifique al escolta y al mostrador de comunicaciones de seguridad por radio
- Si se requiere transferencia a la unidad de Paramédicos, EMTS notifique al mostrador de comunicaciones de seguridad.
- Contactos de comunicaciones servicios de emergencia dsipatch que una ambulancia se está moviendo a la ubicación de transferencia pre-designada en la puerta trasera del hipódromo, ubicada directamente junto a la Estación de Bomberos de la Ciudad de Cypress 17.
- Si el equipo de la ambulancia realiza transporte directo al hospital más cercano, la vía se cierra hasta que regrese la ambulancia

Los Alamitos Race Course
Protocolo de Accidentes de la Noche de Carrera

Accidente de Jinete en Pista

Equipo de Ambulancia Humana

- Si un jinete cae durante una carrera, el equipo de ambulancia evaluará inmediatamente la situación con la primera prioridad para mantener al jinete lesionado abajo y quieto.
- Siguiendo el procedimiento de entrenamiento EMT, el equipo de ambulancia hará una evaluación inicial de las vías respiratorias, respiración y circulación de los jinetes lesionados
- Si no se requiere la asistencia de un paramédico, pero se requiere transporte a un hospital, el personal de EMT estabilizará cualquier fractura, tomará un conjunto completo de signos vitales, notificará a las comunicaciones de seguridad por radio que se requiere transporte
- El mostrador de comunicaciones de seguridad notificará al hospital sobre el próximo transporte e informará al personal de la ambulancia por radio
- El equipo de EMT estabilizará al jinete lesionado en el tablero y el transporte a través de la puerta norte hacia Cerritos Avenue
- El personal de la ambulancia podrá comunicarse con el hospital más cercano a través de un teléfono celular.
- Cuando el primer equipo de ambulancia sale de la pista, el equipo de ambulancia de respaldo en el sitio asumirá las tareas prioritarias hasta el regreso del primer equipo de ambulancia
- Si después de hacer la evaluación inicial del jinete lesionado, el equipo de EMT determina que se requiere la asistencia de un paramédico, lo notificarán al Mostrador de Comunicaciones de Seguridad.
- Después de notificar a la mesa de comunicaciones de seguridad, el personal de EMT completará la evaluación de la respiración y la circulación de las vías respiratorias; estabilizar cualquier fractura; comprobar todos los signos vitales; estabilizar al jinete lesionado en el tablero y transportarlo a la ubicación de transferencia previamente designada en la puerta norte directamente adyacente a la estación de bomberos 17
- Se seguirán los siguientes criterios para solicitar la asistencia de un paramédico:
 - Respiración menor de 12 o mayor de 30
 - Pulso menor de 50 o mayor de 130
 - Presión arterial sistólica inferior a 90
 - Cualquier herida abierta en el cráneo
 - Lesión penetrante en el cuello, el pecho, el abdomen, la espalda o la ingle
 - Traumatismo craneoencefálico cerrado que involucra GCS sostenido menor de 12, pupilas desiguales, debilidad en una o más extremidades
 - Sospecha de lesión de la médula espinal
 - Cofre inestable

- Fracturas bilaterales de femur
- Fracturas pélvicas inestables
- Vía aérea inmanejable o paro total

Outriders / Asistentes de Arranque

- El Outrider será notificado del accidente relacionado con el jinete, ya sea observando el accidente o siendo notificado por los Stewards del accidente.
- El Outrider responderá a la escena del accidente siendo la primera prioridad asegurarse de que el área esté a salvo de caballos sueltos o heridos.
- Si se requiere una ambulancia para caballos, Outrider notificará a los comisarios. Los comisarios llamarán a Horse Ambulance por radio o al ext. 2836
- Los asistentes de arranque responderán a la escena del accidente para ayudar a proteger el área de cualquier caballo suelto o herido
- Los asistentes de arranque ayudarán al veterinario de pista a manejar cualquier caballo lesionado
- En caso de que la lesión del caballo sea grave, los asistentes de arranque harán su mejor esfuerzo para proteger la vista del público mediante el uso de la pantalla adjunta a la ambulancia para caballos
- Los asistentes de arranque ayudarán a cargar cualquier caballo lesionado en la ambulancia para caballos bajo la supervisión del veterinario de la pista

Ambulancia para Caballos

- El conductor de la ambulancia para caballos estará estacionado en el lugar durante todas las horas de carrera y se puede contactar por radio o en la ext. 2828
- La ambulancia para caballos está ubicada directamente junto a la puerta de entrada del hipódromo principal durante todas las horas de Carrera
- El conductor de la Ambulancia está estacionado en la Ambulancia para Caballos durante cada Carrera
- Una vez notificado de un accidente que requiere Ambulancia a Caballo, el conductor ingresará inmediatamente a la vía y procederá al lugar del accidente permaneciendo lo más cerca posible del riel exterior
- Una vez en la escena del accidente, el conductor de la Ambulancia a Caballo seguirá las instrucciones del veterinario de la pista

Accidentes Que Involucran a Varios Jinetes / Caballos

- Como Los Alamitos siempre tiene dos Ambulancias BLS con personal completo en servicio durante todas las horas de carrera, en caso de que haya un incidente que involucre a dos o más caballos / jinetes, el primer equipo de ambulancia que sigue a las carreras evaluará la situación y llamará a la ambulancia de respaldo para que responda a la escena del accidente si es necesario
- Ambas unidades de ambulancia de BLS pueden transportar a dos pacientes, pero si se requiere apoyo de transporte adicional, el equipo de ambulancia notificará al mostrador de comunicaciones de seguridad y solicitará el apoyo paramédico necesario
- El protocolo de lesiones seguido en incidentes de lesiones individuales se seguirá en cualquier accidente de lesiones múltiples

- Los procedimientos de ambulancia para caballos se seguirán como en un incidente de lesión de un solo caballo. La ambulancia de caballos de Los Alamitos puede transportar dos caballos heridos a la vez. Si se necesita transporte adicional, una ambulancia de caballos de respaldo especialmente equipada está en el lugar en todo momento y se utilizará en la dirección de la pista Veterinario

Los Alamitos Race Course

Protocolo de Emergencia

Ambulancia para Humanos / Caballos en el Paddock (Noche de Carrera)

Cobertura de EMT del área de paddock

- Durante el ensillado de caballos en el paddock en las noches de carrera, uno de los dos equipos de ambulancia estará estacionado directamente al lado del paddock / ring para caminar para responder a cualquier incidente
- Si hay un incidente en el paddock, será responsabilidad del Juez de Paddock dirigir a todos los caballos y espectadores lejos de la escena del incidente de manera segura
- El guardia de seguridad asignado al área del paddock notificará a los comisarios y al mostrador de comunicaciones de seguridad del incidente
- Si ya hay caballos en la pista para una próxima carrera, los Comisarios notificarán al Starter para mantener a los caballos detrás de la puerta hasta que se resuelva la situación
- Los técnicos de emergencias médicas evaluarán cualquier lesión y tomarán la decisión si el transporte es necesario
- Si el transporte es necesario, la unidad de ambulancia de respaldo en el lugar y el equipo de EMT permanecerán en el lugar para brindar cobertura de ambulancia para la próxima carrera

Cobertura de Ambulancia para Caballos en el área de Paddock

- Si hay un incidente en el paddock que requiera la ambulancia para caballos, el oficial de seguridad asignado al área del paddock notificará al conductor de la ambulancia para caballos por radio o en la ext. 2836 y los Stewards en ext. 2783
- Será deber del juez de paddock alejar a los demás caballos y espectadores del caballo lesionado
- Los Comisarios notificarán a la Puerta de Salida del incidente. Los asistentes de arranque serán enviado al paddock para ayudar a cargar a los heridos en la ambulancia a caballo
- Si hay caballos en la pista para una próxima carrera, se mantendrán detrás de la salida puerta hasta que la ambulancia a caballo salga de la pista

Los Alamitos Race Course
Procedimientos de Accidentes / Lesiones
Lesión del Patrón

Lesión del Patrón/ No Horas de Carreras en Vivo

- Si un usuario se lesiona, se notificará inmediatamente al mostrador de comunicaciones de seguridad a la ext. 2660. Se informa la ubicación específica del incidente y las Comunicaciones de Seguridad dirigen al personal de seguridad del sitio al lugar.
- El personal de seguridad confirma con el cliente que solicita asistencia médica. Si el patrón es sin poder responder, el personal de seguridad solicita asistencia médica
- Si el cliente solicita asistencia médica o si el cliente no puede responder, el mostrador de comunicaciones de seguridad solicita la asistencia de un paramédico
- Los paramédicos que responden a la asistencia de los clientes reciben instrucciones previas para ingresar al hipódromo de Los Alamitos a través del corredor principal adyacente a la oficina de seguridad. Si el cliente lesionado es móvil, los paramédicos se reunirán con el cliente en la oficina de seguridad. Si el cliente no es móvil, el personal de seguridad acompañará a los paramédicos a la ubicación del cliente
- Los paramédicos tomarán la determinación de transportar al cliente a un hospital para recibir tratamiento

Lesión del Patrón/ Horas de Carreras en Vivo

- La tripulación de ambulancia EMT de respaldo está estacionada en la estación de primeros auxilios de Los Alamitos durante las horas de carrera en vivo
- Los usuarios con quejas médicas menores son dirigidos a la estación de primeros auxilios donde el personal de EMT puede verificar los signos vitales y asesorar sobre tratamientos adicionales, como ver a un médico personal, ir a la sala de emergencias o una clínica médica
- Los usuarios que necesitan atención adicional inmediata se mantienen en la estación de primeros auxilios mientras se solicita la asistencia de un paramédico a través del mostrador de comunicaciones de seguridad
- Los usuarios que no son móviles son asistidos por el personal de EMT en el lugar del incidente mientras la asistencia paramédica se solicita a través del mostrador de comunicaciones de seguridad

Los Alamitos Race Course
Procedimientos de Emergencia Médica

Lesión del Empleado

- Todas las lesiones de los empleados deben informarse inmediatamente al escritorio de comunicaciones de seguridad
- Si está disponible, el supervisor del departamento del empleado será notificado y responderá a empleado lesionado junto con el personal del Departamento de Seguridad
- Si el supervisor del departamento del empleado no está disponible, los miembros disponibles del personal de administración del hipódromo responderán a la ubicación
- Si la lesión parece ser una amenaza para la vida, se indica al mostrador de comunicaciones de seguridad que llame para solicitar asistencia paramédico. Se indica a los paramédicos que respondan al pasillo principal ubicado junto a la oficina de seguridad
- Si la lesión no es grave y se considera seguro hacerlo, el empleado será transportado a la Clínica Industrial Healthpoint para recibir tratamiento

Los Alamitos Racing Association
4961 Katella Avenue
Cypress, CA 90720

June 7, 2023

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

Attn: Scott Chaney
Executive Director

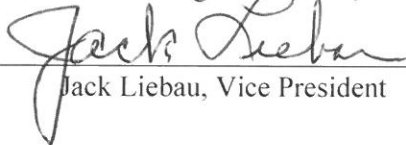
Re: Exemption from 45-day Provision of Rule 1927- Los Alamitos

Commissioners:

During its Race Meet from September 13, 2023, through September 26, 2023, the Los Alamitos Racing Association with respect to Los Alamitos Race Course, hereby requests exemption from the 45-day provision of Board Rule 1927.

Respectfully submitted
Los Alamitos Racing Association, Manager

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

Brian Fennessy Fire Chief

(714) 573-6000

www.ocfa.org

March 22, 2023

Los Alamitos Race Course
4961 Katella Av.
Los Alamitos, CA 90720
Attn : Mr. Frank Sherren

Dear Mr. Sherren,

This letter is in response to your request for a fire and life safety clearance at the above address. The annual fire inspections have been completed and I can report that there is a reasonable degree of fire safety present at this time.

If I can be of further assistance, please contact me at 714-527-9431.

Respectfully,

A handwritten signature in black ink, appearing to read "Antonio Aleman".

Antonio Aleman
Assistant Fire Marshal – Area 1 Office
Prevention Field Services

Serving the Cities of: Aliso Viejo • Buena Park • Cypress • Dana Point • Garden Grove • Irvine • Laguna Hills • Laguna Niguel • Laguna Woods •
Lake Forest • La Palma • Los Alamitos • Mission Viejo • Rancho Santa Margarita • San Clemente • San Juan Capistrano • Santa Ana •
Seal Beach • Stanton • Tustin • Villa Park • Westminster • Yorba Linda • and Unincorporated Areas of Orange County

RESIDENTIAL SPRINKLERS AND SMOKE ALARMS SAVE LIVES



City of Arcadia

Fire Department

Chen Suen
Fire Chief

710 S. Santa Anita Avenue
Arcadia, CA 91006
(626) 574-5100
(626) 446-7410 (fax)
www.ArcadiaCA.gov

June 22, 2023

Exhibit 16.H

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, 2023, through December 10, 2023.

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

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

Sincerely,

Mark Krikorian
Fire Marshal

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



City of Arcadia

Fire Department

Barry Spriggs
Fire Chief

October 20, 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 December 10, 2022 through July 15, 2023.

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.

North County Fire Protection District
330 S. Main Ave.
Fallbrook, CA 92028
(760) 723-2010



Monday, 7 August, 2023

Attn: Joshua Funk
San Luis Rey
5772 Camino Del Rey
Bonsall, CA 92003

Property Address:
San Luis Rey Training Center
5772 CAMINO DEL REY
BONSALL, CA 92003

Re: Initial - Fire & Life Safety on August 07 2023

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.

Inspector:

Fire Protection Spec. Lars Beeghley

lbeeghley@ncfire.org

760-723-2043

Property Representative:

Joshua Funk

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 Administrative Code, Group 2 --Administration of Self-Insurance.



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



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 Orangethorne Ave, Suite 6
Garden Grove (714) 903-1100**

19. SCHEDULE OF CHARGES

- A. List proposed charges. Note any changes from the previous year.
- | | |
|------------------------------|------------------------------|
| Admission (general) | \$3, \$2 Seniors |
| Admission (clubhouse) | \$10 Vessels, \$10 Burgart's |
| Reserved seating (general) | Free |
| Reserved seating (clubhouse) | Free |
| Parking (general) | Free |
| Parking (preferred) | \$5 premium |
| Parking (valet) | Not offered |
| Programs (on-track) | \$2.50 |
| (off-track) | \$2.50 |
- 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.
- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> Corners (lockers and cubicles) | How many 60 | |
| <input checked="" type="checkbox"/> Showers | <input checked="" type="checkbox"/> Steam room, sauna, or steam cabinets | <input checked="" type="checkbox"/> Lounge area |
| <input checked="" type="checkbox"/> Masseur | <input checked="" type="checkbox"/> Food/beverage service | <input checked="" type="checkbox"/> Certified platform scale |
- B. Describe the quarters to be used for female jockeys/drivers. Separate quarters with showers, lockers and sauna.

21. BACKSTRETCH EMPLOYEE HOUSING

- A. Inspection of backstretch housing was completed by CHRB Investigator Stuart Ida on November 4, 2022 .
- 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: 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%



March 22, 2023

RE: Annual Barn Area Housing Inspection

In October of 2022, 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, Los Alamitos Race Course Security Officers, 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 by city official and CHRB investigators and in compliance with City and housing authority standards.

Respectfully,

A handwritten signature in blue ink, appearing to read "Frank Sherren", is written over the word "Respectfully,".

Frank Sherren

Los Alamitos Race Course

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 an 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 exception
- 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.



RACE MEET AGREEMENT
2023

BETWEEN

LOS ALAMITOS RACING ASSOCIATION

AND

CALIFORNIA THOROUGHBRED TRAINERS

September 13, 2023 – September 26, 2023

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RACE MEET AGREEMENT

LOS ALAMITOS RACING ASSOCIATION

September 13, 2023 – September 26, 2023

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 September 13, 2023, the first day of TRACK's 2023 Meet, except as otherwise provided herein, (hereinafter referred to as "2023 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 September 13, 2023, through September 26, 2023, which meet is hereinafter referred to as the "2023 Meet."

II.

PURSE PROJECTIONS

TRACK shall provide to CTT prior to the 2023 Meet for CTT's information, TRACK's projections (and supporting documents) of estimated purses for the 2023 Meet.

III.

CTT DISTRIBUTIONS

TRACK shall pay to CALIFORNIA THOROUGHBRED TRAINERS, INC. ("CTT") for the 2023 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 Backstretch Employees' Retirement Savings Pension Plan 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 2023 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 stalls 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 2023 Meet.

IX.

FIRST POST TIME

All Post times for the 2023 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 2023 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 2023 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 2023 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 2023 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 2023 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 2023 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 2023 Meet and while the main track, and inner track, are open for training preceding and following the 2023 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 2023 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 2023 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 2023 Meet, as well as the training period before and after the 2023 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 2023 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

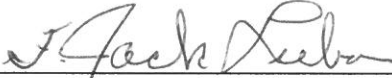
The terms of this Agreement shall be without prejudice to the abilities of the parties to challenge, by legal proceedings or otherwise, any rights, obligations or privileges which are the subject hereof at any time during the pendency or upon termination of this Agreement, and the parties hereto shall 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

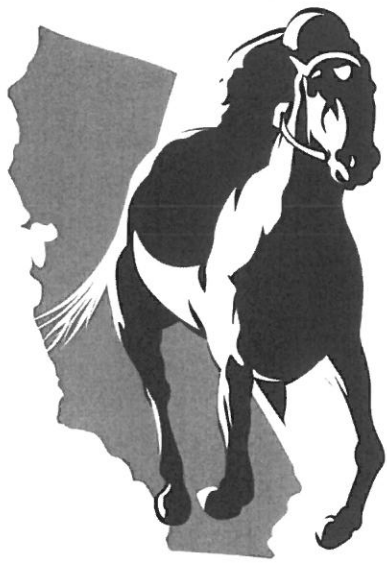
The persons signing on behalf of all undersigned parties agree to be bound by the terms of this Agreement, whether directly or indirectly. The persons signing on behalf of the parties designated below herein warrant that they have the legal authority to execute this Agreement. Each undersigned party 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 ANGELES RACING ASSOCIATION

<u>June 8, 2023</u>	
Date	F. Jack Liebau Vice President

CALIFORNIA THOROUGHBRED TRAINERS, INC.

June 6, 2023	
Date	Alan F. Balch Executive Director



TOC

Thoroughbred Owners of California
*Serving the California
Thoroughbred Racehorse Owner*

2023

RACE MEET AGREEMENT

BETWEEN

**LOS ALAMITOS
RACING ASSOCIATION**

AND

**THOROUGHbred OWNERS
OF CALIFORNIA**

September 13, 2023

Through

September 26, 2023

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2023 RACE MEET AGREEMENT

Los Alamitos Racing Association
September 13, 2023 through September 26, 2023

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 2023 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 September 13, 2023 through September 26, 2023, herein referred to as the "2023 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 2023 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 2022 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 three separate checks, two and a half percent (2.5%) of the Gross Distribution to be used as follows: one percent (1%) to TOC and half of one percent (1/2%) to CTT for administrative expenses and services rendered to horsemen (checks payable to TOC and CTT, Inc., respectively), 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 2023 Meet but in no event longer than 30 days from the close of the 2023 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 95-3/4% of the Gross Distribution and will pay the remaining 4-1/4% 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 2023 Meet, TRACK's Gross Distribution was \$1,000,000.00, TOC would receive one percent (1%); CTT would receive one-half of one percent (1/2%); 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 \$957,500.00.

TRACK shall, during the 2023 Meet, include in purse money available any underpayment from the 2022 Meet, if any, any unpaid surplus due to horsemen from the SCOTW Inc 2 1/2% fund

generated during the 2023 Meet reduced by 4-1/4% 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 2023 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 2023 Meet to TOC five months, but in no event less than three months, prior to the first day of the 2023 /Meet.

VII.

DAILY MUTUEL HANDLE

Track and TOC agree that based on information available as of April 7, 2023 the current underpayment in the combined purse accounts for the 2022 Thoroughbred and Fair meets, is estimated to be approximately \$261,829 (includes allocation by TOC of purse enrichment). It is anticipated that approximately \$130,915 (50%) of the estimated underpayment will be used for the Fall Meet and \$130,915 (50%) 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 2023 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 2023 average daily purse generation, or in the event the purse projections for the 2023 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 2023 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 2023 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 2023 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 2023 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 2023 Meet, other than as provided for herein.

Purses paid for overnight races during the 2023 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 2023 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 2023 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 2023 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 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 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 2023 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 2023 Meet;
15. Within thirty (30) days following the 2023 Meet, a complete written account of all Paymaster earnings during the 2023 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 2023 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 2023 Meet. The minimum official, recorded workout distances and number of works for horses to run at the 2023 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 2023 Meet, except as expressly authorized by TRACK. Any owner, trainer, or veterinarian found to be in possession of such device(s) during the 2023 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 2023 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 2023 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 2023 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 2023 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. on weekends and 1:00 p.m. on weekdays. 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 2023 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 2023 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 2023 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 2023 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 2023 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 2023 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 2023 Meet and while the track is open for training preceding and following the 2023 Meet.

XIX.

STABLING AT AND VANNING FROM AUXILIARY STABLING FACILITIES

TRACK shall, at least 60 days prior to the opening of its 2023 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 2023 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 2023 Meet, during the 2023 Meet and for five days following the 2023 Meet.

XX.

ANTI-MONOPOLY PROVISION

TRACK acknowledges TOC's interest in assuring that horsemen will, during the 2023 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 2023 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 2023 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 2023 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 2023 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 2023 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 2023 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 2023 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 2023 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: Mr. William A. Nader
 President & CEO
 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

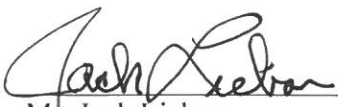
This Agreement has been jointly negotiated and drafted by the Parties and, in construing and interpreting this Agreement, no provision shall be construed or interpreted for or against any of the Parties because such provision, or any other provision, or the Agreement as a whole, was purportedly drafted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

7/21/2023
Dated: _____

Mr. Jack Liebau
Vice President

THOROUGHBRED OWNERS OF CALIFORNIA, INC.

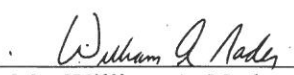
7/21/2023
Dated: _____

Mr. William A. Nader
President & CEO

EXHIBIT A
2023 STAKES SCHEDULE

Pending



**EXHIBIT B
2023 OVERNIGHT SCHEDULE**

Revised	
CONDITION	New Purses
MDN CLM 20,000	\$ 20,000.00
MDN CLM 30,000	\$ 23,000.00
MDN CLM 40,000	\$ 26,000.00
MDN CLM 50,000	\$ 29,000.00
MDN CLM 75,000	\$ 32,000.00
MDN ALW	\$ 45,000.00
CLM 6,250	\$ 15,000.00
CLM 6,250 CLAUSE	\$ 14,000.00
CLM 8,000	\$ 16,000.00
CLM 8,000 CLAUSE	\$ 15,000.00
CLM 10,000	\$ 21,000.00
CLM 10,000 CLAUSE	\$ 20,000.00
CLM 12,500	\$ 24,000.00
CLM 12,500 CLAUSE	\$ 23,000.00
CLM 16,000	\$ 26,000.00
CLM 16,000 CLAUSE	\$ 25,000.00
CLM 20,000	\$ 29,000.00
CLM 20,000 CLAUSE	\$ 28,000.00
CLM 25,000	\$ 30,000.00
*CLM 25,000 CLAUSE	\$ 29,000.00
CLM 32,000	\$ 33,000.00
*CLM 32,000 CLAUSE	\$ 32,000.00
CLM 40,000	\$ 35,000.00
CLM 50,000	\$ 36,000.00
STR ALW 6,250	\$ 16,000.00
STR ALW 8,000	\$ 17,000.00
STR ALW 12,500	\$ 21,000.00
STR ALW 16,000	\$ 22,000.00
STR ALW 20,000	\$ 22,000.00
STR ALW 25,000	\$ 28,000.00
STR ALW 30,000	\$ 29,000.00
STR ALW 40,000	\$ 32,000.00
STR ALW 50,000	\$ 33,000.00
ALW OPT-CLM 20,000	\$ 47,000.00
ALW OPT-CLM 40,000	\$ 47,000.00
ALW	\$ 47,000.00
OVERNIGHT HANDICAP	\$ 75,000.00
STAKES	\$ 100,000.00

CAL BRED %		
12%	STR ALW	Plus up to (\$5) to CAL BRED Winner's
	STR OPT CLM	
	OPEN CLM OVER \$40K	
30%	MON ALW	Plus up to (\$5) to CAL BREDS
	ALW OPT CLM	
	ALW	

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 2, 2023 (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 acknowledge, TRACK, TOC and CTT do hereby agree as follows:

1. **TERM** This Agreement shall take effect on June 2, 2023 and shall continue through December 31, 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 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 statutes, laws and regulations which are necessary for the Thoroughbred Trainer to comply with in order to effectuate the purpose of this Agreement.

6. MISCELLANEOUS

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

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

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


d. Counterparts. This Agreement and all amendments hereto may be executed in several counterparts and each counterpart shall constitute a duplicate original of the same instrument, 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.

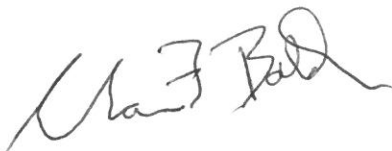
LOS ALAMITOS RACING ASSOCIATION

By: 
Name: F. JACK KREHAN
Title: VP

THOROUGHBRED OWNERS OF CALIFORNIA, INC.

By: 
Name: Jordyn Egan
Title: Executive Director

CALIFORNIA THOROUGHBRED TRAINERS, INC.

By: 
Name: ALAN F BALCH
Title: Executive Director

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.

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.

7/21/2023

X Jack Liebau

Jack Liebau
Vice President
Signed by: dd20e8b4-3b0c-4533-a21d-4ef3db8f2154

Jack Liebau Vice President

Print Name

Print Title

Date

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
August 17, 2023

ISSUE:

Over the last year, the California Veterinary Medical Board has filed accusations against several California Horse Racing Board (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 Rule 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 sought to amend the language of Rule 1867 in an emergency regulation in order to provide clarity for practitioners and insulate them from erroneous allegations of violation of this rule. The emergency regulation was approved by the Office of Administrative Law (OAL) on March 13, 2023. The emergency regulation became effective on March 13, 2023, and will expire on September 12, 2023. In order to make the emergency regulation permanent, the CHRB is currently proceeding with the regular rulemaking process (the certificate of compliance). During the 45-day comment period of the regular rulemaking process, which was from May 26, 2023 to July 10, 2023, two public comments were received and are attached for Board consideration.

ANALYSIS:

The emergency amendment to CHRB Rule 1867, Prohibited Veterinary Practices, addresses 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. With the approval of this emergency amendment on March 13, the proposed changes went into effect the same day. 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 regular rulemaking process to make permanent the emergency regulations concluded the 45-day comment period on July 10, 2023. During that time, two public comments were received and are attached for Board consideration.

BACKGROUND:

Authority:

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 Horse Racing Law. Responsibilities of the Board shall include, but not be limited to, adopting rules and regulations that protect and advance the health, safety, welfare, and aftercare of racehorses. BPC [section 19562](#) provides that the Board may prescribe rules, regulations, and conditions, consistent with the provisions of Horse Racing Law, under which all horse races with wagering on their results shall be conducted in California. BPC [section 19580](#) provides that authority is vested with the Board to adopt regulations to establish policies, guidelines and penalties related to equine medication in order to preserve and enhance the integrity of horse racing in the state. BPC [section 19582](#) provides that violations of BPC section 19581, as determined by the Board, are punishable in regulations adopted by the Board, and that the Board may classify violations based upon each class of prohibited drug substances, prior violations within the previous three years and prior violations within the violator's lifetime.

RECOMMENDATION:

The submission of the two public comments received during the 45-day public comment period are 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 factor 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 Trispyrophosphate (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.



June 1, 2023

Scott Chaney
Executive Director
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825
cschaney@chrh.ca.gov

RE: Comments on CHRB Proposed Amendments to CCR, Title 4, Section 1867

Dear Mr. Chaney:

The Veterinary Medical Board (Board) hereby submits its comments and recommended revisions to the California Horse Racing Board's (CHRB) proposed amendments to California Code of Regulations (CCR), title 4, section 1867 to address specific concerns of the Board.

Since the regulatory amendments deal with compounding drugs for horses, the Board believes the regulation should conform to federal law and clarify the difference between compounding "office stock" for use on multiple horses versus compounding a drug for an individual horse. According to the U.S. Food and Drug Administration (FDA) Guidance for Industry (GFI) #256, there is a significant difference regarding office stock and individual use compounding.

First, FDA GFI #[256](#), page 2, states that "drugs compounded from bulk drug substances violate the [Federal Food, Drug, and Cosmetic Act (FD&C Act)] because they are not approved or indexed, are not made according to [current good manufacturing practice (CGMP)], and cannot satisfy the FD&C Act's adequate directions for use provision (which requires, among other things, that a prescription drug have FDA-approved labeling)." The FDA GFI #[256](#) further states that "[t]he policies described in this document are intended to protect human and animal health by limiting the use of animal drugs compounded from bulk drug substances to when a veterinarian, acting within a valid veterinarian-client-patient relationship (VCPR), determines there is no medically appropriate human or animal drug that is FDA-approved, conditionally approved, or indexed to treat the animal (referred to as 'FDA-approved or indexed drugs' in this document)." (*Id.*)

FDA GFI #256 has a restricted list of drugs that can be compounded for office stock for use on horses; presently, there are only five such drugs. However, if a veterinarian is compounding a drug for an individual horse, there are no restrictions. That means that if a veterinarian has office stock at their facility or on their vehicle and it is not one of the five drugs listed, it is a violation of federal law. However, if the veterinarian is compounding a drug for an individual horse, there are no restrictions other than having established a VCPR prior to compounding the drug.

To properly clarify federal law restrictions affecting possession or use of a compounded drug and protect the equine animal patients, the Board proposes the regulation be amended, as shown on the attached proposal.

The Board also questions the CHRB's proposed amendment to add "manufacturing" in CCR, title 4, section 1867, subsection (b)(1), since neither the Board, nor CHRB, can inspect California licensed pharmacies. For this reason, we recommend subsection (b)(2) include language requiring the drug to be compounded by a California licensed veterinarian or California licensed pharmacy in full compliance with California laws and regulations governing drugs, pharmacy, and veterinary medicine. This language would mirror the requirements in FDA GFI 256, pages 8-13.

The Board welcomes the opportunity to work with CHRB to resolve the concerns raised above.

Sincerely,

Christina Bradbury, DVM, President
Veterinary Medical Board

Maria Preciosa S. Solacito, DVM, Vice-President
Veterinary Medical Board

Encl.: Recommended Revisions to Regulatory Amendments of California Horse Racing Board to California Code of Regulations, Title 4, Section 1867

**VETERINARY MEDICAL BOARD
RECOMMENDED REVISIONS TO REGULATORY AMENDMENTS
OF CALIFORNIA HORSE RACING BOARD TO
CALIFORNIA CODE OF REGULATIONS, TITLE 4, SECTION 1867**

CHRB amendments shown in black underlined text for additions and ~~black strikethrough text~~ for deletions.

VMB proposed amendments shown in *blue italic text* for additions and ~~red strikethrough text~~ for deletions.

Amend CCR, title 4, section 1867 as follows:

1867. Prohibited Veterinary Practices.

[...]

(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 *all of the following are satisfied*:

(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 *in full compliance with California laws and regulations governing drugs, pharmacy, and veterinary medicine.*

(C) The drug is compounded for an individual animal patient and not used as office stock, unless the compounded drug is listed for use on horses on the FDA List of Bulk Drug Substances for Compounding Office Stock Drugs for Use in Nonfood Producing Animals.

(D) All ingredients used in the compounded drug meet standards set in any applicable USP-NF monograph and comply with all requirements under the Federal Food, Drug, and Cosmetic Act (FD&C Act).

(E) The compounded drug is not a copy of a marketed FDA-approved or indexed drug, unless the compounder has documented the reason(s) why a marketed FDA-approved or indexed drug can be used as the source(s) of the active ingredients.

(F) The label of the compounded drug complies with a federal and state laws.

(c) All adverse events associated with a compounded drug shall be reported to the FDA on Form FDA 1932a online within 15 business days.

(d) A drug compounded pursuant to subsection (b) shall only be dispensed as follows:

(i) By the pharmacy, after receipt of a prescription for an individual animal patient from a veterinarian who has established a veterinarian-client-patient relationship, directly to the prescribing veterinarian or the animal patient owner or authorized agent of the owner.

(ii) By the veterinarian to the animal patient owner or authorized agent of the owner.

(ce) 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.



July 10, 2023

Nicole Lopes-Gravely, Regulations Analyst
California Horse Racing Board
1010 Hurley Way, suite 300
Sacramento, CA 95825

Re: Comment for Proposed Action on Rule 1867

Dear Nicole Lopes- Gravely,

The Outsourcing Facilities Association (the "OFA") is the trade association representing the U.S. Food and Drug Administration (the "FDA")-registered outsourcing facilities ("503Bs") operating pursuant to Section 503B of the Federal Food, Drug, and Cosmetic Act ("F&DC Act"). OFA's members provide compounding services to patients, healthcare providers, and healthcare facilities, and strive to ensure the specific needs of both providers and patients are met with safe and effective compounded and/or repackaged medications. OFA has been actively following the FDA implementation of the Compounding Quality Act ("CQA") and has brought together members of industry to advocate for a safe, reasonable and practical rollout of the CQA.

The OFA respectfully submits this comment in response to the proposed changes to California Horse Racing Board Rule 1867, Prohibited Veterinary Practices. OFA endorses the premise of the proposed changes, recognizing the importance of expanding the options available for compounded drugs in situations where no FDA-approved alternatives exist. We believe that adding "or California licensed outsourcing facility" to the list of allowable sources for compounded drugs, alongside licensed veterinarians and pharmacies, is a necessary and practical step toward enhancing the accessibility of necessary medications for animal healthcare.

Furthermore, we would like to emphasize that outsourcing facilities, such as those represented by our association, adhere to the most rigorous quality standards, namely Current Good Manufacturing Practices (cGMP). This ensures that compounded drugs are produced under strict guidelines to maintain consistency, potency, and sterility. By incorporating outsourcing facilities into the permissible sources for compounded drugs, the California Horse Racing Board can leverage the expertise and infrastructure of these facilities to further elevate the level of quality in compounded medications for the benefit of animals and their well-being.

We urge the California Horse Racing Board to recognize the significant contributions that outsourcing facilities can make in meeting the veterinary needs of horses and other animals in the racing industry. By including "or California licensed outsourcing facility" in the proposed amendment to Board Rule 1867, the Board will improve the availability and quality of compounded medications in a manner that aligns with federal and state guidelines.

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OUTSOURCING FACILITIES ASSOCIATION

Lee H. Rosebush
Chairman | OFA
Partner | BakerHostetler
1050 Connecticut Avenue, NW
Suite 1100
Washington, D.C. 20036-5403

Sincerely,

Lee H. Rosebush

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OUTSOURCING FACILITIES ASSOCIATION

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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 factor 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 Trispyrophosphate (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 in compliance with State and Federal laws and regulations-;

(C) The drug is compounded for an individual animal patient and not used as office stock, unless the compounded drug is listed for use on horses on the FDA List of Bulk Drug Substances for Compounding Office Stock Drugs for Use in Nonfood Producing Animals; and

(D) The compounded drug is not a copy of a marketed FDA-approved or indexed drug, unless the compounder has documented the reason(s) why a marketed FDA-approved or indexed drug can be used as the source(s) of the active ingredients.

(c) A drug compounded pursuant to subsection (b) shall only be dispensed as follows:

(i) By the pharmacy, after receipt of a prescription for an individual animal patient from a veterinarian who has established a veterinarian-client-patient relationship, directly to the prescribing veterinarian or the animal patient owner or designee of the owner.

(ii) By the veterinarian to the animal patient owner or designee of the owner.

~~(ed) 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 8

STAFF ANALYSIS

DISCUSSION AND ACTION BY THE BOARD REGARDING THE PROPOSED AMENDMENTS TO CHRB RULE 1846.5, POSTMORTEM EXAMINATION, AND RULE 1846.6, POSTMORTEM EXAMINATION REVIEW

(NOTE: THIS CONCLUDES THE 45-DAY PUBLIC COMMENT PERIOD. THE BOARD MAY ADOPT
THE PROPOSAL AS PRESENTED.)

Regular Board Meeting
June 29, 2023

ISSUE:

At the September 15, 2022, California Horse Racing Board (Board) meeting, the Board approved proposed amendments to Board Rules 1846.5 (Postmortem Examination) and 1846.6 (Postmortem Examination Review). The amendments are meant to ensure that every horse that dies or is euthanized in California within 72 hours of leaving a facility under the jurisdiction of the Board undergoes a postmortem examination and review. The Board's existing rules do not expressly extend postmortem requirements to horses that expire shortly after leaving a Board regulated facility.

During the 45-day public comment period for this rule change,¹ the Board received one comment on behalf of Santa Anita Park and Golden Gate Fields (attached). The comment requests that the Board also amend the reporting provisions within these two rules to allow a racing association or training facility where the catastrophic injury occurred to obtain an original copy of the necropsy and postmortem report. Providing the full, unredacted reports in a timely manner is beneficial to industry efforts to reduce future catastrophic injuries. Although these two reports are Board-mandated, current rules do not expressly allow original copies to be shared by the Board to a racing association.

ANALYSIS:

Staff recommends this comment be accepted as it would be helpful to provide the Board with this express authority. As of January 1, 2021, amendments to California's Veterinary Medicine Practice Act allow racing associations to obtain a racehorses' entire medical record from a veterinarian "upon request."² However, racing associations report that veterinarians either fail to provide necropsy and postmortem reports when asked or the transmission is severely delayed. It would be more efficient to have the Board send the reports directly to the racing association once they are complete and filed with the required parties. Currently the Board only transmits redacted copies of these reports to racing associations when requested. This conservative approach is meant to ensure that the Board is not waiving the confidentiality of these reports under the Public Records Act by sharing them with outside parties.

BACKGROUND:

Authority:

[Business and Professions Code \(BPC\) section 19420](#) vests in the Board jurisdiction and supervision over meetings in the State where horse races with wagering on their results are held and over all persons or things having to do with the operation of such meetings.

[BPC section 19440](#) states that the Board shall have all powers necessary and proper to enable it to carry

¹ The 45-day public comment period ran from April 14 – May 30, 2023.

² Bus. & Prof. Code §4857(a)(6), as amended by SB 800 (Dodd, Chapter 252, Statutes of 2020).

out fully and effectually the purposes of California Horse Racing Law. Responsibilities of the Board include adopting rules and regulations that protect and advance the health, safety, welfare, and aftercare of racehorses and the administration and enforcement of all laws, rules, and regulations affecting horse racing and parimutuel wagering.

[Board Rule 1842 \(Veterinarian Report\)](#) exempts the Board from disclosing privileged veterinary medical records to third parties except in a proceeding before the stewards or the Board, or in an exercise of the Board's jurisdiction.

RECOMMENDATION:

This item is presented for Board discussion and action. Included for your consideration is alternate language to address the concerns of Santa Anita Park and Golden Gate Fields. Should the Board approve the amended language, the regulation will be re-noticed for an additional 15-day public comment period.

AMENDMENTS FOR CONSIDERATION MARKED IN DOUBLE-UNDERLINE IN SUBSECTION (G)

CALIFORNIA HORSE RACING BOARD
TITLE 4. CALIFORNIA CODE OF REGULATIONS
DIVISION 4. CALIFORNIA HORSE RACING BOARD
ARTICLE 15. VETERINARY PRACTICES
PROPOSED AMENDMENT OF RULE 1846.5, POSTMORTEM EXAMINATION

1846.5. Postmortem Examination.

(a) The following shall be required to undergo a postmortem examination at a diagnostic laboratory which is under contract with the Board in order to determine the injury or sickness which resulted in euthanasia or natural death:

(1) Every horse which suffers a fatal injury on the racetrack in training or in competition;

(2) Every horse, or which dies or is euthanized within an area under the jurisdiction of the Board; and

(3) Every horse which dies or is euthanized in California within 72 hours of leaving a facility under the jurisdiction of the Board, shall undergo a postmortem examination at a diagnostic laboratory which is under contract with the Board to determine the injury or sickness which resulted in euthanasia or natural death.

(b) Test samples may be obtained from the carcass upon which the postmortem examination is to be conducted and sent to the diagnostic laboratory for testing for foreign substances or their metabolites, and natural substances at abnormal levels. When practical, test samples shall be procured prior to euthanasia.

(c) The costs associated with transportation to the diagnostic laboratory of any horse which has died under the provisions of subparagraph (a) shall be the responsibility of the racing association conducting the meeting where the death occurred or the training center or racetrack where death occurred when no meeting is in progress. In the case of a horse which dies or is euthanized in California within 72 hours of leaving a facility under the jurisdiction of the Board, the costs associated with transportation to the diagnostic laboratory shall be the responsibility of the racing association or training facility where the horse last resided. The services of the official veterinarian and the laboratory testing of postmortem samples for standard necropsy and special equine necropsy examinations shall be made available by the Board without charge to the owner. The cost of any additional necropsy examination(s) requested by the owner or trainer are the responsibility of the requesting individual.

(d) Requests for each postmortem shall be filed with the official veterinarian by the owner's or trainer's veterinarian within one hour of the death and shall be submitted on a Necropsy Submission Form, CHRB-72, (Rev. 6/04), hereby incorporated by reference, and which is available at all official veterinarian offices. The trainer is co-responsible to supply all information to complete CHRB-72. In the case of a horse which dies or is euthanized in California within 72 hours of leaving a facility under the jurisdiction of the Board, a request for postmortem shall be filed with the official veterinarian within one hour of the death and the request shall be submitted on CHRB-72 which is available at all official veterinarian offices. The trainer is the absolute insurer of the horse and responsible for the timely submission of CHRB-72 to the extent that the trainer exercised care and control at the time of death. The owner of the horse is the joint-absolute insurer and is equally responsible for ensuring CHRB-72 is filed.

(e) If the official veterinarian is not available, the owner's or trainer's veterinarian must phone the diagnostic laboratory within one hour of the death and fax or email CHRB-72 to the laboratory as notification that the horse is due for necropsy. On the official veterinarian's next scheduled work day, the owner's or trainer's veterinarian shall give the original CHRB-72 to the official veterinarian. In the case of a horse which dies or is euthanized in California within 72 hours of leaving a facility under the jurisdiction of the Board, the owner or trainer must phone the diagnostic laboratory within one hour of death and fax or email CHRB-72 to the

laboratory as notification that the horse is due for necropsy. On the official veterinarian's next scheduled work day of the racing association or training facility where the horse last resided, the owner or trainer shall give the original CHRB-72 to the official veterinarian.

(f) The racing association, racetrack or training center will notify the transporter within one hour of death to have the horse conveyed to the designated laboratory for necropsy.

(g) Upon completion of the postmortem examination, the diagnostic laboratory shall file a written report with the Executive Director, the Equine Medical Director and the official veterinarian. Once the report is filed with the listed designees, the Board may release a copy to the racing association or training facility where the horse last resided.

(h) Each owner and trainer accepts responsibility for the postmortem examination provided herein as a requisite for maintaining an occupational license.

NOTE:

Authority cited: Section 19440, Business and Professions Code.

Reference: Section 19444(c), Business and Professions Code.

HISTORY:

1. New rule filed 10-29-81; effective 11-28-81.
2. Amendment filed 11-10-92; effective 12-10-92.
3. Amendment filed 6-7-94; effective 7-7-94.
4. Amendment filed 8-11-95; effective 9-10-95.
5. Amendment filed 7-6-98; effective 8-5-98.
6. Amendment filed 4-25-00; effective 4-25-00.
7. Amendment filed 11-29-04; effective 12-29-04.

AMENDMENTS FOR CONSIDERATION MARKED IN DOUBLE-UNDERLINE IN SUBSECTION (G)

CALIFORNIA HORSE RACING BOARD
TITLE 4. CALIFORNIA CODE OF REGULATIONS
DIVISION 4. CALIFORNIA HORSE RACING BOARD
ARTICLE 15. VETERINARY PRACTICES
PROPOSED AMENDMENT OF RULE 1846.6, POSTMORTEM EXAMINATION REVIEW

1846.6. Postmortem Examination Review.

(a) The Board shall conduct a postmortem examination review to determine the circumstances of each equine fatality within a California Horse Racing Board (CHRB) inclosure and each equine fatality in California within 72 hours of leaving a CHRB inclosure.

(b) The postmortem examination review shall be conducted by a member of the board of stewards, a safety steward and the Equine Medical Director or an official veterinarian designated by the Executive Director and Equine Medical Director.

(c) The trainer of the expired horse will be required to appear before the postmortem examination review panel. Additional licensees may also be required to appear at the discretion of the postmortem examination review panel.

(d) The trainer shall make available at the postmortem examination review the training records for the expired horse, which shall include exercise, medication and shoeing histories for a minimum of 60 days prior to the date of death of the horse.

(e) All CHRB licensed veterinarians attending or treating a horse having died within a CHRB inclosure or in California within 72 hours of leaving a CHRB inclosure shall make available at the postmortem examination review a summary medical record covering a minimum of 60 days prior to the date of death of the horse, or longer if requested by the postmortem review panel. The summary medical record shall include:

(1) A history or pertinent information as it pertains to the horse's medical status, including an interpretation of all diagnostic imaging and laboratory findings.

(2) Data, including that obtained by instrumentation, from the physical examination.

(3) Treatment and intended treatment plan, including medications, dosage and frequency of use.

(4) All medications and treatments prescribed and dispensed, including strength, dosage, route of administration, quantity, and frequency of use.

(5) Daily progress and disposition of the case.

(6) Copies of laboratory data, if requested by the postmortem review panel.

(7) Copies of diagnostic images including but not limited to radiographs, ultrasounds and nuclear scintigraphies, if requested by the postmortem review panel.

(f) The equine medical records described in (e)(6) and (7) of this regulation are the property of the veterinary facility that originally ordered them to be prepared and require the authorization of the client before the records can be released.

(g) Upon completion of the postmortem examination review, the postmortem examination review panel shall file a written report with the Executive Director and the owner and trainer of the expired horse. Once the report is filed with the listed designees, the Board may release a copy to the racing association or training facility where the horse last resided.

NOTE:

Authority cited: Section 19440, Business and Professions Code.

Reference: Sections 19435 and 19444, Business and Professions Code.

HISTORY:

1. New section filed 3-10-20; effective 7-1-20



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

Re: Proposed Amendments to CHRB Rule 1846.6

Dear Ms. Garcia,

I write on behalf of Santa Anita Park and Golden Gate Fields regarding the proposed amendments to CHRB Rule 1846.6.

We urge the Board to add to Rule 1846.6 the requirement that the racing association or training facility where the horse suffered a catastrophic injury receive an unredacted copy of the necropsy report. We believe that the racing association or training facility receiving an unredacted copy of the necropsy report may be helpfully in reducing future catastrophic injuries.

Thank you for your attention to this matter.

Sincerely,

Eric Sindler

Agenda Item 9

STAFF ANALYSIS

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

Regular Board Meeting
August 17, 2023

ISSUE:

The California Horse Racing Board (Board) noticed the originally proposed text of Board Rule 1500, Apprentice Jockey, and Board Rule, 1619, Apprentice Allowance, to the public on March 31, 2023. The final rulemaking package was submitted to the Office of Administrative Law (OAL) on May 17, 2023. OAL informed the Board that the rule did not meet the requirements of the California Administrative Procedures Act (APA), so OAL could not approve the file without modification.

ANALYSIS:

The original rulemaking file, submitted to OAL on May 17, 2023, had elements that lacked clarity such that it failed to comply with the Administrative Procedures Act (APA). The originally proposed text in the rulemaking file lacked enough clarity to fail scrutiny under the APA review. To correct these issues, the text of Board Rule 1500(j), was modified to provide clarity regarding the extension of time for the weight allowance and what criteria would be used when granting extensions. Additionally, a change was made throughout the proposed regulation from “stewards” to “Board of Stewards” to provide additional clarity to the rule. If the modified text is approved by the Board, staff will notice the regulation to the public for a 15-day notice and comment period.

BACKGROUND:

Business and Professions Code (BPC) [section 19440](#) states the Board shall have all powers necessary and proper to enable it to carry out fully and effectually the purposes of this chapter. Responsibilities of the Board shall include adopting rules and regulations for the protection of the public and the control of horse racing and pari-mutuel wagering.

BPC [section 19460](#) provides that all licenses are subject to all rules, regulations, and conditions prescribed by the Board.

BPC [section 19562](#) provides that the Board may prescribe rules, regulations, and conditions, consistent with the provisions of BPC Division 8, Chapter 4, under which all horses races with wagering on their results shall be conducted in the State of California.

RECOMMENDATION:

This item is presented for Board discussion and action.

CALIFORNIA HORSE RACING BOARD
TITLE 4. CALIFORNIA CODE OF REGULATIONS
DIVISION 4. CALIFORNIA HORSE RACING BOARD
ARTICLE 4. OCCUPATIONAL LICENSES
PROPOSED AMENDMENT OF RULE 1500, APPRENTICE JOCKEY

1500. APPRENTICE JOCKEY.

(a) An apprentice jockey is a race rider who has ridden less than 40 winners or less than two years since first having been licensed in any racing jurisdiction, and who otherwise meets the license qualifications of a jockey.

(b) The apprenticeship of an apprentice jockey shall automatically terminate one year from the date of ~~the his or her~~ fiftenth (10th) winning ride of the apprentice jockey, or on the date of ~~the his or her~~ (40th) winning ride of the apprentice jockey, whichever comes later. No apprenticeship shall extend for more than two years from the date of the ~~fiftenth (10th)~~ fiftenth (10th) winning mount, except for good cause the Board may extend the termination date of an apprenticeship or amend the conditions under which the apprenticeship is granted.

(c) Any combination of Thoroughbred, Appaloosa, Arabian or Paint races at authorized race meetings in the United States, Canada or Mexico, which are reported in the Daily Racing Form or other recognized racing publications, shall be considered in determining eligibility for license as an apprentice jockey; provided, however, that any person who has ridden as a licensed jockey in any racing jurisdiction shall have the burden to establish that the granting of an apprentice jockey license to him or her is in the best interest of the rider and of Thoroughbred, Appaloosa, Arabian or Paint racing in this State. Nothing herein shall prohibit an apprentice jockey contract between the apprentice and a qualified employer.

(d) An applicant for apprentice jockey may be prohibited from riding until the Board of Stewards or the California Horse Racing Board (CHRB/Board) have sufficient opportunity (not to exceed 14 days) to verify the applicant's previous riding experience.

(e) The conditions of an apprentice jockey license do not apply to quarter horse racing. A jockey's performances in quarter horse racing do not apply to the conditions of an apprentice jockey license.

(f) An individual seeking to become an apprentice jockey may obtain an apprentice certificate by submitting a form provided by the Board and obtaining approval from the Board of Stewards. An

individual shall not receive more than one apprentice license. In case of emergencies, a copy of the original certificate may be obtained from a CHRB office.

(g) An applicant with an apprentice certificate approved by the Board of Stewards may be licensed as an apprentice jockey. The apprentice certificate will grant an apprentice jockey all the allowances and conditions as stated in this rule, and Rule 1619, Apprentice Jockey Allowance.

(h) An apprentice jockey that has ridden less than ten (10) winners may not accept mounts on two-year-olds, first time starters, or in turf races, without the prior approval of the Board of Stewards.

(i) The apprentice jockey will be responsible to have their apprentice certificate with them at all times. Prior to riding, the apprentice certificate will be submitted to the clerk of scales at each racing association in which the apprentice is licensed and riding.

~~(j)(1) If an apprentice jockey is unable to ride for a period of seven (7) consecutive days or more after the date of their tenth (10th) winning mount because of service in the national armed forces, enrollment in an institution of secondary or higher education, restrictions on racing, physical disablement or illness, or pregnancy, the stewards or CHRB may extend the time during which such apprentice weight allowance may be claimed for a period not to exceed the period such apprentice jockey was unable to ride. An extension may be granted for other reasons that may be acceptable to the Board. The Board and stewards may grant extensions to apprentice licenses and certificates which they have issued. All other requests for extensions shall be directed to the jurisdiction that approved the apprentice license or certificate. The Board of Stewards shall extend the time during which a weight allowance may be claimed when an apprentice jockey is unable to continue riding due to:~~

A) Service in the national armed forces;

B) Enrollment in an institution of secondary or higher education;

C) Restrictions on racing;

D) Physical disablement or illness;

E) Pregnancy;

2) The Board of Stewards may extend the time during which a weight allowance may be claimed for other hardship outside of the control of the apprentice jockey.

(k) To qualify for an extension, an apprentice jockey shall have been rendered unable to ride for a period of seven (7) consecutive days or more after the date of their tenth (10th) winning mount during the period in which the apprentice was entitled to an apprentice weight allowance.

(l)(4) An apprentice jockey ~~can~~ shall submit an Apprentice Jockey Extension Form CHRB-248 (New 08/22), which is hereby incorporated by reference, to a CHRB licensing office if they meet the requirements of subsection (j).

(1) When submitting Form CHRB-248, the apprentice jockey shall produce documentation verifying time lost due to the reason(s) defined in subsection (j).

(2) All other requests for extensions shall be directed to the jurisdiction that approved the apprentice license or certificate.

Authority: Sections 19440 and 19460
Business and Professions Code

Reference: Section 19440 and 19460
Business and Professions Code

CALIFORNIA HORSE RACING BOARD
TITLE 4. CALIFORNIA CODE OF REGULATIONS
DIVISION 4. CALIFORNIA HORSE RACING BOARD
ARTICLE 6. ENTRIES AND DECLARATIONS
PROPOSED AMENDMENT OF RULE 1619, APPRENTICE JOCKEY ALLOWANCE

1619. APPRENTICE JOCKEY ALLOWANCE.

An apprentice jockey shall be allowed the following weight allowances in all ~~Thoroughbred, Appaloosa, Arabian and Paint~~ races, except stake and handicap races, and pursuant to Rule 1500(d):

~~(a) Ten pound allowance beginning with the first mount and continuing until the apprentice has ridden five winners.~~

~~(b)~~ (7) A seven (7) pound allowance beginning with their first mount and continuing until the apprentice jockey has ridden ~~an additional 35~~ ten (10) winners; and

~~(c)~~ (5) A five (5) pound allowance from their tenth (10th) winner and until the apprentice jockey has ridden a total of forty (40) winners, or for one year, whichever comes later. ~~If an apprentice has ridden a total of 40 winners prior to the end of a period of one year from the date of riding their fifth winner, they shall have an allowance of five pounds until the end of that year.~~

~~(d)~~ (c) If after one year from the date of ~~his or her fifth~~ their tenth (10th) winning mount the apprentice jockey has not ridden a total of forty (40) winners, from the date of their first winning mount, they may continue to ride with a five (5) pound weight allowance for one more year from the date of their tenth (10th) winning mount or until they have ridden forty (40) winners, the applicable weight allowance shall continue for one more year or until the date of the 40th winner, whichever comes first.

~~(e)~~ (d) An apprentice jockey allowance may be waived with ~~consent of the steward's~~ permission at the time of entry by the trainer or the trainer's designee.

~~(f)~~ (e) In no event may an apprentice jockey allowance be claimed by more than 2 (two) years from the date of the tenth (10th) winning mount, unless an extension has been granted by the Board of Stewards or the CHRB pursuant to CHRB Rule 1500 (j).

Authority: Section 19562
Business and Professions Code

Reference: Section 19562
Business and Professions Code



STATE OF CALIFORNIA
CALIFORNIA HORSE RACING BOARD
CHRB-248 (New 08/22)

APPRENTICE JOCKEY EXTENSION FORM

Date:

To:

To Whom It May Concern:

I hereby request an extension of my jockey apprentice allowance for the following reason(s):

- Service in the National Armed Forces.
- Enrollment in an Institution of Secondary or Higher Education.
- Restrictions on Racing.
- Physical Disablement, Illness, or Pregnancy.
- Other reason hardship outside the control of the apprentice jockey which may be acceptable to the CHRB. (Provide explanation below)

My jockey apprentice allowance expires on:
(DATE)

Total number of calendar days I was unable to ride and requested as an extension in this application:

If due to Restrictions on Racing, please explain:

Name(s) of Steward(s) at track:

If due to Physical Disablement, Illness, or Pregnancy, please explain:

~~Note to applicant: No request for extension due to Physical Disablement, Illness, or Pregnancy will be considered by the Commission without a confirming report from your doctor. Be sure to secure letters from attending physicians stating nature and extent of injury, date, etc. and names of stewards presiding at meeting where you were injured or became ill.~~

I was examined at the time by: on
(NAME OF PHYSICIAN) (DATE)

(ADDRESS OF EXAMINING PHYSICIAN)

I was examined and declared fit to ride by on
(NAME OF PHYSICIAN) (DATE)

(ADDRESS OF EXAMINING PHYSICIAN)

Attached is a letter from my physician verifying above facts.

If applicable, my apprentice contract expires on with
(DATE) (NAME OF CONTRACT HOLDER)

Attach documentation verifying time lost pursuant to CHRB Rule 1500(I)(1). No request for an extension due to physical disablement, illness, or pregnancy will be considered without a confirming report from your doctor. When applicable, secure letters from attending physicians stating nature and extent of injury, date, etc., and names of stewards presiding at meeting where you were injured or became ill.

Respectfully submitted by,

(PRINT FULL NAME)

(SIGNATURE)

(DATE)

Agenda Item 10

STAFF ANALYSIS

**DISCUSSION AND ACTION BY THE BOARD REGARDING FASIG-TIPTON'S
REQUEST FOR AUTHORIZATION OF ITS UPCOMING HORSE SALE AT FAIRPLEX
IN POMONA, CALIFORNIA, PURSUANT TO CHRB RULE 1807, AUTHORIZED
HORSE SALES.**

Regular Board Meeting
August 17, 2023

ISSUE

Pursuant to Board Rule 1807, Authorized Horse Sales, Fasig-Tipton Co., Inc. request Board approval of its upcoming horse sale scheduled for September 26, 2023, at Fairplex Park in Pomona, California.

BACKGROUND

Board Rule 1807, Authorized Horse Sales, provides that the Board may authorize a horse sale or horse auction sale for the sale of race horses or breeding stock that is used in the production of race horses, to be held on the premises of a racing association, and the authorization and approval of such horse sale or horse auction sale shall be upon such conditions as may be imposed by the Board.

RECOMMENDATION

This item is presented for Board discussion and action.

Subject: Re: Sale approval

Good morning,

Horse sale approval request.

Fasig Tipton will be conducting the yearly horse sale at Fairplex Park on September 26th. We will probably have roughly 300 horses in the sale and most being Cal Breds for the breeders of California. Yes you can CC me with anything you need and I would like to be put on the Aug calendar at Del Mar.

Thank you,
Mike Machowsky



Mike Machowsky

California Representative & Account Executive
Fasig-Tipton Co.

285 W. Huntington Dr, Arcadia, CA 91007

O: (626) 254-1360 | M: (626) 483-2500

mmachowsky@fasigtipton.com | www.fasigtipton.com



Agenda Item 11

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD REGARDING THE REQUEST FOR
APPROVAL OF THE NOMINATED MEMBERS TO THE BOARD OF DIRECTORS OF
THE CALIFORNIA THOROUGHBRED HORSEMEN'S FOUNDATION, INC.,
PURSUANT TO CHRB RULE 2049(A), DESIGNATION AND APPROVAL OF
HORSEMEN'S WELFARE FUND.

Regular Board Meeting
August 17, 2023

ISSUE:

Pursuant to California Horse Racing Board (Board) [Rule 2049](#), Designation and Approval of Horsemen's Welfare Fund, the California Thoroughbred Horsemen's Foundation (CTHF) has requested Board approval of the nominated members to its Board of Directors.

ANALYSIS:

The CTHF nominated two returning directors for a three year-term beginning on July 1, 2023 through June 30, 2026. This brings CTHF to a total of nine members, which is within the range of the number of members permitted under Board Rule 2049.

In accordance with Board Rule 2049(a), the nominations have been submitted to the Board for approval.

BACKGROUND:

Business and Professions Code (BPC) [section 19440](#) provides that the Board shall have all powers necessary and proper for it to carry out the purposes of the Horse Racing Law. BPC [section 19641](#) states that any redistributable money in a pari-mutuel pool subject to payment to a claimant pursuant to BPC [section 19598](#), but not successfully claimed within that period, shall be paid as specified and an estimated payment equal to 20 percent of the preceding year's unclaimed redistributable money shall be distributed to the welfare fund as specified.

Board Rule 2049, Designation and Approval of Horsemen's Welfare Fund, sets forth the requirements for the establishment and designation of a charitable corporation to administer the horsemen's welfare fund for the benefit of horsemen. Board Rule 2049 requires that the charitable corporation have a minimum of five, and a maximum of eleven directors who are subject to Board approval. The charitable corporation shall select at least one director or trustee without financial interest in horse racing pursuant to Business and Professions Code section 19641.2(c).

The CTHF is a self-administered charitable program dedicated to assisting the financial needs of backstretch workers and their primary dependents. The CTHF offers medical and dental care, prescriptions, eye testing and glasses, financial aid, social programs, free clothing, and household items. The CTHF also provides services and support through the California Thoroughbred Trainers (CTT), the Winners Foundation, and the Chaplaincy program. The CTHF is regulated by the Board and is funded principally through the receipt of unclaimed winning pari-mutuel ticket revenues and a share of Advance Deposit Wagering (ADW) receipts. Additionally, donations and support are received from thoroughbred tracks the Thoroughbred Owners of California (TOC) and individual donors.

RECOMMENDATION:

Staff recommends the Board hear from the CTHF representatives.

CALIFORNIA THOROUGHBRED HORSEMEN'S FOUNDATION, INC.

"Assisting Horsemen in Need"



June 22, 2023

Mr. Scott Chaney
Executive Director
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, California 94825

Dear Scott:

CHRB Rule 2049 (a) requires our foundation to gain approval of the CHRB for directors elected to our board, whether serving another term, or new to our board.

During the recent June CTHF board of directors' meeting, nominations were held for open board member positions. The following individuals, both returning directors, were elected for a three-year term beginning on July 1, 2023, and expiring on June 30, 2026.

KEN SMOLE
President

VICTOR LEVINE, M.D.
Vice President

ANGIE CARMONA
Secretary/Treasurer

Board of Directors

RAY BELL

ANGIE CARMONA

DAMASCUS CASTELLANOS

RICK GOLD

VICTOR LEVINE, M.D.

JOSH RUBINSTEIN

ERIC SINDLER

KEN SMOLE

MILLIE YAKTEEN

In Memoriam

NOBLE THREEWITT

Director Emeritus

LEONARD DORFMAN

CLIFF GOODRICH

Executive Director

Angie Carmona

Angie has been serving California Thoroughbred horse racing for over thirty years. Angie came to Santa Anita in 1983 and has been an advocate for the interests of the backstretch community ever since. She was first elected to the CTHF board in 2014.

Angie also currently serves as the Deputy Director of the California Thoroughbred and is a board member serving the non-profit Edwin J. Gregson Foundation, dedicated to improving the quality of life for backstretch workers through educational programs such as scholarships, as well as social and recreation programs.

Eric Sindler

Eric has been a fan of horseracing since first going to Pimlico Racecourse over thirty years ago. After graduating from law school, and working for a few years, his love for racing led him to Arizona's Racetrack Industry Program where he obtained a master's degree.

Eric currently is General Counsel for 1st Racing – California Division. He also serves on the board of SCOTWINC, the Stabling and Vanning Committee and the CTBL.

While Ms. Carmona and Mr. Sindler were again elected to serve another three-year term, unfortunately, Victor Levine and owner Rick Gold tendered their respective resignations, effective June 30. This leaves seven current board members.

CTHF is allowed eleven board members, by CHRB Rule. With the recent completion of a Strategic Plan, we are currently seeking prospective board members with skill sets which correlate to our needs to serve the backstretch community. By way of example, Victor Levine was an emergency room physician for thirty-eight years. A replacement, with a medical background, is a logical next step.

We ask the board to approve Ms. Carmona and Mr. Sindler, and we look forward to bringing additional board members to you for approval in the relatively near future.

Best regards,

A handwritten signature in blue ink, appearing to read "Cliff Goodrich", with a long horizontal stroke extending to the right.

Cliff Goodrich`

CALIFORNIA HORSE RACING BOARD

August 17, 2023

REGULAR BOARD MEETING

There is no board package material for Item 12

CALIFORNIA HORSE RACING BOARD

August 17, 2023

REGULAR BOARD MEETING

There is no board package material for Item 13

CALIFORNIA HORSE RACING BOARD

August 17, 2023

REGULAR BOARD MEETING

There is no board package material for Item 14

CALIFORNIA HORSE RACING BOARD

August 17, 2023

REGULAR BOARD MEETING

There is no board package material for Item 15