

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, FROM SEPTEMBER 10, 2025, THROUGH  
SEPTEMBER 23, 2025

Board Meeting  
August 21, 2025

**Application:** Los Alamitos Racing Association (LARA) at Los Alamitos Race Course

**Breeds:** Thoroughbred

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

September 2025						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	<b>12</b>	<b>13</b>
<b>14</b>	15	16	17	18	<b>19</b>	<b>20</b>
<b>21</b>	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 12/10/25. San Luis Rey Downs fire clearance valid through 08/04/26.	<a href="#">Rule 1420(g)</a>
Stabling and Vanning Agreement	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	2025 Southern California Stabling and Vanning Agreement valid through 12/31/25.	<a href="#">BPC 19607.1</a>
Fire Clearance	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	Los Alamitos fire clearance valid through 03/02/26.	<a href="#">Rule 1927</a>
Backstretch Inspection	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	Backstretch inspection completed on 11/08/24.	<a href="#">Rule 2102</a>
Track Safety Inspection	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	Track safety inspection completed on 07/29/25.	<a href="#">Rule 1471(g)</a>

<b>Required Information</b>	<b>Status</b>	<b>Comments</b>	<b>CHRB Rule/Law</b>
Workers' Compensation Insurance	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	Workers' compensation coverage valid 01/01/25 to 01/01/26.	<a href="#">Rule 1501</a>
Horsemen's Race Meet Agreements	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	<b>Thoroughbred Owners of California</b> – received 07/07/25.  <b>California Thoroughbred Trainers Association</b> – received 06/11/25.	<a href="#">Rule 2044</a>
CHRB Policies	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	<b>Inclement Weather Policy</b> – received 06/10/25.  <b>Concussion Protocol Policy</b> – received 06/10/25.  <b>Track Emergency Procedures</b> – received 06/10/25.	<a href="#">Rule 1432</a>
Wagering Information	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding		<a href="#">BPC 19599</a>
Emergency and Security	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding		<a href="#">BPC 19481.3</a>
Veterinary Services	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding		<a href="#">Rule 1481</a> <a href="#">Rule 1840</a> <a href="#">Rule 1841</a>
ADW Providers and Horsemen's Approvals	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding		<a href="#">BPC 19604 &amp; 19604(b)(1)(C)</a>
Administrative Information	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	Occupational licenses must be obtained/renewed prior to the start of the race meet and/or renewed during the term of the race meet.  Deposit Received Required Signatures	<a href="#">Rule 1481</a>  <a href="#">BPC 19490</a> <a href="#">Rules 1433 &amp; 1437</a>

**RECOMMENDATION:** Staff recommends approval of the application. The application as submitted satisfactorily meets all requirements for licensure.



May 27, 2025

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 2025 Los Angeles Racing Association Meet from September 10, 2025, through September 23, 2025, 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:

A handwritten signature in blue ink, appearing to read "Cathy Allred". The signature is written over a horizontal line.

Cathy Allred, Director/Secretary  
Los Alamitos Racing Association



May 27, 2025


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

Attn: Scott Chaney  
Executive Director

Commissioners:

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 2025 LARA Meet, September 10, 2025 through September 23, 2025.

Respectfully submitted,

By:   
Cathy Allred, Director/Secretary  
Los Alamitos Racing Association



4961 Katella Avenue, Los Alamitos, CA 90720

714-820-2800 • [www.losalamitos.com](http://www.losalamitos.com)

May 27, 2025

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

Dear Mr. Chaney,

During its 2025 Race Meet, September 10, 2025 through September 23, 2025, Los Alamitos Racing Association hereby agrees to adhere to the CHRB Track Veterinarian Emergency Procedure protocols, as posted on the CHRB website.

Sincerely,

Cathy Allred

Secretary

Los Alamitos Racing Association

STATE OF CALIFORNIA  
CALIFORNIA HORSE RACING BOARD  
APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING  
CHRB-17 (Rev 3/23)

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: Cathy Allred, c/o Los Alamitos Race Course, 4961 Katella Avenue, Los Alamitos, CA 90720; Telephone (714) 820-2800, Fax (714) 820-2743, email: cathymonji@gmail.com
- B. Breed of horse:      Thoroughbred       Quarter Horse       Harness
- C. Racetrack name: Los Alamitos Race Course
- D. Attach a certified check payable to the Treasurer of the State of California in the amount of \$10,000 as deposit for license fees pursuant to Business and Professions Code section 19490.
- E. Was the association licensed to operate a race meeting prior to January 1, 2001?  
Yes       No   
If no, attach a surety bond in the amount of one hundred thousand dollars.

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

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

**2. DATES OF RACE MEETING**

- A. Inclusive dates allocated for the entire meeting: September 10 through September 23, 2025
- B. Actual dates racing will be held: 9/12, 9/13, 9/14, 9/19, 9/20, 9/21
- 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 days per week

### 3. RACING PROGRAM

- A. Total number of races: 48
- B. Number of races for each day or night: 8 races per day. If equine inventory is sufficient, will add races on weekends.
- C. Total number of stakes races: Two
- 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). This year's stakes schedule includes the Dark Mirage Stakes with a 2025 purse of \$75,000 and an added supplement of \$25,000, for a total purse of \$100,000. The 2024 Dark Mirage had a purse of \$75,000 with an added supplement of \$50,000.
  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. 1<sup>st</sup> race-1:00 pm, 2<sup>nd</sup> race-1:30 pm, 3<sup>rd</sup> race-2:00 pm, 4<sup>th</sup> race-2:30 pm, 5<sup>th</sup> race-3:00 pm, 6<sup>th</sup> race-3:30 pm, 7<sup>th</sup> race-4:00 pm, 8<sup>th</sup>

LOS ALAMITOS RACECOURSE  
STAKES SCHEDULE

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Closing Thursday, September 4, 2025

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Saturday, September 13, 2025 \$75,000 Guaranteed

E.B. JOHNSTON STAKES (Cal Bred)

For Three Year Olds and Upward

One Mile

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Closing Thursday, September 11, 2025

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Saturday, September 20, 2025 \$100,000  
(\$25,000 Added)

DARK MIRAGE STAKES

For Fillies And Mares Three Year Olds and Upward

One Mile

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# LOS ALAMITOS RACE COURSE

## STAKES SCHEDULE

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*Closing Thursday, September 5, 2024*

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Saturday, September 14, 2024

\$75,000 Guaranteed



### **E.B. JOHNSTON STAKES (Cal Bred)**

For Three Year Olds and Upward

*One Mile*

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*Closing Thursday, September 5, 2024*

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Sunday, September 15, 2024

\$75,000

### **LOS ALAMITOS SPECIAL**

For Three Year Olds and Upward

*One Mile And One Sixteenth*

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*Closing Thursday, September 12, 2024*

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Saturday, September 21, 2024

\$125,000

### **DARK MIRAGE STAKES**

For Fillies And Mares Three Year Olds and Upward

*One Mile*

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*Closing Thursday, September 12, 2024*

---

Sunday, September 22, 2024

\$75,000

### **CAPOTE STAKES**

For Two Year Olds

*Six And One Half Furlongs*

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# LOS ALAMITOS RACE COURSE

## STAKES SCHEDULE

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*Closing Thursday, September 7, 2023*

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



### **E.B. JOHNSTON STAKES (Cal Bred)**

For Three Year Olds and Upward

*One Mile*

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*Closing Thursday, September 7, 2023*

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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*

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*Closing Thursday, September 14, 2023*

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

### **CAPOTE STAKES**

For Two Year Olds

*Six And One Half Furlongs*

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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	

## 2025 LARA SEPTEMBER

CONDITION	New Purses
MDN CLM 12,500	\$15,000.00
MDN CLM 20,000	\$20,000.00
MDN CLM 30,000	\$23,000.00
MDN CLM 40,000	\$25,000.00
MDN CLM 50,000	\$30,000.00
MDN ALW	\$45,000.00
CLM 6,250	\$15,000.00
CLM 6,250 CLAUSE	\$13,000.00
CLM 8,000	\$16,000.00
CLM 8,000 CLAUSE	\$14,000.00
CLM 10,000	\$20,000.00
CLM 10,000 CLAUSE	\$17,000.00
CLM 12,500	\$23,000.00
CLM 12,500 CLAUSE	\$21,000.00
CLM 16,000	\$25,000.00
CLM 16,000 CLAUSE	\$22,000.00
CLM 20,000	\$28,000.00
CLM 20,000 CLAUSE	\$27,000.00
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	\$37,000.00
STR ALW 6,250	\$16,000.00
STR ALW 8,000	\$17,000.00
STR ALW 12,500	\$20,000.00
STR ALW 16,000	\$22,000.00
STR ALW 20,000	\$24,000.00
STR ALW 25,000	\$26,000.00
STR ALW 30,000	\$28,000.00
STR ALW 40,000	\$32,000.00
STR ALW 50,000	\$34,000.00
ALW OPT-CLM 20,000	\$46,000.00
ALW OPT-CLM 40,000	\$47,000.00
ALW	\$47,000.00
OVERNIGHT HANDICAP	\$75,000.00
STAKES	\$100,000.00

race-4:30 pm

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

#### 4. RACING ASSOCIATION

- A. Association is a:  Corporation (complete subsection C)  
 LLC (complete subsection D)  
 Other (specify, and complete subsection E)
- B. Complete the applicable subsection and attached Addendum, Background Information and Ownership.

#### C. CORPORATION

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; Frank Sherren-Director; Cathy Allred-Director & Secretary; 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; Richard English-CFO; Orlando Gutierrez-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 Allred-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): Cathy Allred, Director, 4961 Katella Avenue, Los Alamitos, CA 90720; cathymonji@gmail.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%



May 27, 2025

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

Attn: Scott Chaney  
Executive Director

Commissioners:

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 2025 Meet, September 10, 2025, through September 23, 2025.

- o Rolling Daily Doubles beginning with Race 1 are subject to a 20% takeout rate.
- o 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,

By:   
Cathy Allred, Director/Secretary  
Los Alamitos Racing Association



May 30, 2025

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

RE: September 2025 Los Alamitos Racing Association – Wagering Approvals

Dear Scott,

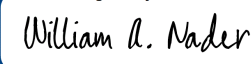
Los Alamitos Racing Association has contacted the Thoroughbred Owners of California (TOC) regarding the conducting of the following wagers on each racing day of its race meet beginning September 10, 2025 through September 23, 2025.

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

The TOC agrees to all wagers listed above.

Please contact me with any questions.

Sincerely,

DocuSigned by:  
  
20CE9094162E418...  
William A. Nader  
President & CEO

Cc: Rick English, Bob Synder, George Yniguez, Los Alamitos

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
2024-6 cards in September	34,702,821	21,935
2023-6 cards in September	37,903,058	27,340
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

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

- A. Purse distribution:

1. All overnight races including overnight stakes:

Current meet estimate: 1,311,000  
 Prior meet actual: 1,310,737

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

Current meet estimate: 218,500  
 Prior meet actual: 218,456

2. Graded or Listed stakes:

Current meet estimate: 100,000  
 Prior meet actual: 100,000

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

Current meet estimate: 16,667  
 Prior meet actual: 16,667

3. California-bred stakes:

Current meet estimate: 75,000  
 Prior meet actual: 75,000

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

Current meet estimate: 12,500  
 Prior meet actual: 12,500

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

Current meet estimate: 42.86%  
 Prior meet actual: 42.86%

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

Current meet estimate: 1,486,000  
 Prior meet actual: 1,485,737

Average Daily Purses (7A4 ÷ number of race days)

Current meet estimate: 247,667  
 Prior meet actual: 247,623

B. Purse Account Information:

1. Amount in Purse Account at close of last meet (after purses paid): 405,000

2. Last 5 completed meets' actual overpayment/underpayment (most recent = 1):

Meet	Start Month/Year	\$Amount	Over/Under?
1	Sep/24	403,838	Under
2	Sep/23	586,595	Under
3	Sep/22	357,685	Under
4	Jun/21	105,395	Under
5	Jun/20	27,016	Under

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

Current meet estimate: 150,000  
 Prior meet actual: 149,515

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:
CTT	12,000	11,943
TOC	12,000	11,943
CTHF	6,000	5,972

Total: 30,000

Total: 29,858

E. Amount from all sources to be distributed in the form of purses or other benefits to horsemen:

(7A + 7C + 7D):

Current meet estimate: 1,666,000  
 Prior meet actual: 1,665,110

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

Current meet estimate: 277,667  
 Prior meet actual: 277,518

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: 882,000  
 Prior meet actual: 880,177

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

Current meet estimate: 147,000  
 Prior meet actual: 146,696

G. Purse funds to be generated from interstate handle:

Current meet estimate: 280,000  
 Prior meet actual: 279,553

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

Current meet estimate: 46,667  
 Prior meet actual: 46,592

H. Bank and account number for the Paymaster of Purses' purse account: BMO Bank N.A., 4400 MacArthur Blvd., Newport Beach, CA 92660. Account [REDACTED].

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; 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: 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 private veterinarians are retained by the owners and trainers of horses stabled at Los Alamitos. In addition, Los Alamitos Racing Association track veterinarians Drs. Sapp, Moser, Reese, or Fitzgerald are on track monitoring training when the track is open. Each auxiliary training location provides similar track veterinarian monitoring of training. In the morning of race days, two track veterinarians each examine half of the horses entered on each race day. Drs. Rebecca (Becky) Fitzgerald, Nolton Pattio, and Dr. Laura Austgen are the Association Veterinarians for morning examinations. Drs. Rebecca Fitzgerald and Laura Austgen are the Association Veterinarians on-track during racing. The track veterinarians observe horses when the horses are in the paddock, view them during the post parade, accompanies them in the starting gate and follows them during the race. During the afternoon racing, Dr. Pattio serves as the CHRB official veterinarian in the test barn.
  - 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

## Veterinarians Available for Emergency Services

Vet	Phone	Name of Practice
<u>Los Alamitos:</u>		
Bradley, Sam	310-339-7666	Equine Medical Center
Austgen, Laura	714-820-2836	Los Alamitos
Moser, Bryn	951-279-5070	Los Alamitos
Cernates, Carlos	626-893-6642	Self
Fitzgerald, Rebecca	714-820-2836	Los Alamitos
Reese, Jen	714-820-2836	Los Alamitos
Chaparro, Ceci	714-865-8174	Equine Sports Med
Sapp, Kelsey	210-602-1004	Los Alamitos
Schmidt, Stephanie	561-425-5401	Equine Sports Med
Troncatty, Ashley	818-414-2040	Equine Sports Med
Yacoub, Anita	951-206-7496	Equine Sports Med
<u>San Luis Rey Downs (off-track training)</u>		
Grant, Barry	760-585-6158	LATC
Manno, Mike	619-871-4541	LATC
Pirrone, Mike	575-312-9684	LATC
Porubovich, Lindsey	602-290-0623	Self
Byrd, Wade	310-245-7000	Self
<u>Santa Anita (off-track training)</u>		
Anderson, Elizabeth	626-808-2508	Golden State Equine
Araujo, John	626-893-7612	Self
Baker, Vince	714-269-1301	Equine Medical Center
Bergstrom, Tom	951-522-0722	Equine Medical Center
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	Self
Canfield, Cathy	626-372-4571	Equine Medical Center
Carpenter, Ryan	805-320-4811	Equine Medical Center
Deluhery, Jay	707-339-6347	LATC
Dowd, Joe	818-400-7498	Dowd
Finley, Jenn	626-422-6412	Von Bleucher
Jones, Sarah	970-799-9603	Self
Mcafoos, Jessie	618-927-0908	Blue/Von Bleucher
Seim, Amy	626-249-5905	Self
Valko, Karen	951-317-7935	Steppe Equine
Von Bluecher, Helmuth	626-862-6147	Von Bleucher

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).

	<b>TYPE OF WAGERS</b>	<b>APPLICABLE RULES</b>
Example Race:	\$1 E; \$1 Double	CHRB #1959; ARCI #VE
Race #1	See attached listing	See attached listing
Race #2		
Race #3		
Race #4		
Race #5		
Race #6		
Race #7		
Race #8		
Race #9		
Race #10		
Race #11		
Race #12		
Race #13		

- B. Identify any wagers noted in 10.A. (the current pari-mutuel wagering program) that were not in the prior year’s pari-mutuel program or that are not being carried forward from the previous year’s pari-mutuel wagering program. None
- C. Maximum carryover pool to be allowed to accumulate before its distribution **OR** the date(s) designated for distribution of the carryover pool: September 21, 2025
- 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 10/29/2025.
- 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	

# Los Alamitos Racing Association September 2025 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 #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, Amwest, 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: 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



May 30, 2025

Ms. Cathy Allred  
Los Alamitos Racecourse  
4961 Katella  
Los Alamitos, CA 90720

RE: Los Alamitos Race Course (LARC) 2025 Race Meeting ADW Approvals

Dear Cathy,

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 29, 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 and wagering platform FanDuel Racing (collectively TVG), XpressBet, Bet365 and wagering platform 1/ST BET (collectively Xpressbet), TwinSpires and wagering platform DK Horse (collectively TwinSpires), NYRAbets and wagering platform Caesars Racebook (collectively NYRAbets), BetAmerica, Watch and Wager and AmWest to accept wagers on LARC and other Thoroughbred races during the September 2025 race meeting, September 10 through September 23, 2025, 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, Game Play Network, Bet365, and AmWest 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, Game Play Network, Bet365 and AmWest may deduct a Hub Fee of 1.5% of gross handle for ADW wagers accepted by California residents located within the enclosure of a Thoroughbred racetrack or fair on days when they are running live race meets, as more fully set forth in Exhibit A.
- e. For all wagers identified in sections 1.a.-c. above, the remainder of the takeout shall be distributed in conformity with the Market Access Fee provisions of California law (Section 19604 et seq).

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

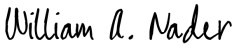
- a. TVG, XpressBet, TwinSpires, DK Horse, Caesars, MGM, and NYRA may deduct a Hub Fee of 5.0% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- b. BetAmerica 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, Game Play Network, Bet365 and AmWest 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, Game Play Network, Bet365, and AmWest 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, Watch and Wager, AmWest.

Sincerely,

DocuSigned by:  
  
20CE9094162E418...

William A. Nader  
President & CEO

cc: Rick English, Bob Synder, George Yniguez, Los Alamitos

## **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.  
Cypress, 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 7<sup>th</sup> 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

THI 68 dba: New OC Tavern (mini satellite)  
2369 S. El Camino Real  
San Clemente, CA 92672

Sammy's (mini satellite)  
23221 Lake Center Dr.  
Lake Forest, CA 92630

Santa Clarita Lanes (mini satellite)  
21615 Soledad Canyon Rd.  
Saugus, CA 91350

Tilted Kilt/Oaks Local (mini satellite)  
1345 Thousand Oaks Blvd.  
Thousand Oaks, CA 91362

The Derby Group (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 Rd.  
Lake Elsinore, CA 92530

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

Gas Lamp Tavern (mini satellite)  
868 5<sup>th</sup> Ave.  
San Diego, CA 92101

## **NORTHERN CALIFORNIA**

Big Fresno Fair  
1121 Chance Ave.  
Fresno, CA 93702

Monterey County Fair  
2004 Fairgrounds Rd.  
Monterey, CA 93940

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 S. Airport Way  
Stockton, CA 95206

Solano County Fair  
900 Fairgrounds Dr.  
Vallejo, CA 94589

- D. Out-of-state wagering systems the association proposes to offer its live audiovisual signal: Attached
- E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the association: Attached
- F. California minisatellite wagering facilities the association proposes to offer its live audiovisual signal: Attached
- G. For **THOROUGHBRED** racing associations, list the host track from which the association proposes to import out-of-state and/or out-of-country Thoroughbred races. Include the dates imported races will be held, and indicate whether a full card will be accepted. If the full card will not be imported, state “selected feature and/or stakes races”.

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

**THOROUGHBRED SIMULCAST RACES TO BE IMPORTED**

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

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

**QUARTER HORSE SIMULCAST RACES TO BE IMPORTED**

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

## Commingled Locations

AmWest Entertainment	Finger Lakes ADW	Northfield Park	TwinSpires
Amwest Accounts	Fonner Park	Cedar Downs OTB	TwinSpires High Volume
Caribbean locations	Freehold (NJ)	Northville Downs	US Off Track ADW
Couer D'Alene Casino (ID)	Gillespie County Fair	NYRA	Velocity Wagering Ltd.
Triple Crown (SD)	Global Wagering Group	NYRA ADW	Venezuela OTB
Arapahoe-Mile High	Global Wagering Solutions	Oaklawn Park	Vernon Downs
Arima Race Club	Betsson, OneXTwo, German Tote	Oaklawn Park ADW	WatchandWager ADW
Bangor Raceway	Racebets, Sportech Netherlands,	Ocean Downs	Western OTB
Batavia	Magna Bet, Pferdewetten, Dantoto	Panama	Wheeling Downs
Belterra Park	Bet 365, Ladbrokes Coral, UK Tote	PariBet ADW	Will Rogers Downs
BetAmerica	4 Racing/Gold Coast (South Africa)	PariBet OTB (North Dakota)	Wyoming (307 Racing)
Beau Rivage Casino (MS)	Gold Strike Casino (MS)	PARX	Wyoming OTB
Birmingham Greyhound	Grants Pass (& Oregon OTB's)	PARX ADW	Wyoming Downs
Borgata Casino (NJ)	Greenetrack	Penn National	XpressBet
Buffalo Raceway	Greyhound at Post Falls	Penn National ADW	Yonkers Raceway
Canterbury Park	Gulfstream Park	Peru	Yonkers ADW (EmpireCityBets)
Capital District OTB	Harrah's Philadelphia (Chester)	Plainridge Race Course	Youbet Group 1
Catskills OTB	Harrington Raceway	Plainridge ADW	Zia Park
Charles Town Race Course	HarringtonBets ADW (DE regional)	Player Management Group	123Gaming
Churchill Downs	Hawthorne Race Course	PlayUp Limited ADW	
Colonial Downs	Hawthorne ADW	Pocono Downs ADW	<b>Separate Pool Locations</b>
Columbus Raceway	Hoosier Park	Pocono Downs OTB	Betting Exchange
Connecticut OTB	Horseman's Park	Prarie Meadows	Camarero (Puerto Rico)
Bradley Teletheater, Bristol	Idabet	Premier Gateway International	Caymans (Jamaica)
New Britain, Norwalk, Milford	Indiana Downs	Premier Turf Club	Chile
East Haven, Hartford, Putnam	Clarksville/Evansville OTB	Presque Isie	Codere (Mexico)
Shoreline Star, Sports Haven	Intermountain Racing	Remington Park	MIR Books (Caliente)
Torrington, Waterbury	Jockey Club Brasilia	Remington OTB Network	NDS Books (Nevada)
Manchester, New London	Keeneland	Retama Park	Suaposta (Brazil) ADW
Willimantic, Stanford OTB	Keeneland Select ADW	Racing & Gaming Services	Tabcorp (Australia)
John Martin's Manor Restaurant	Kentucky Downs	Ruidoso Downs	XB (GWS)
Connecticut OTB ADW	Kentucky OTB	Running Aces Harness Park	
Coushatta Casino	Lewiston OTB's	Sam Houston	
Parafon Casino	Lien Games	Valley Greyhound Park	
Ho-Chunk Casino	Chips Lounge/Rumors OTB	Saratoga Harness Raceway	
Mohegan Sun Casino	Howard Johnsons OTB	Saratoga Bets (ADW)	
Oneida Bingo and Casino	Skydancer Casino OTB	Scarlet Pearl Casino (MS)	
Pony Bar Simulcast Center	X the Spot (Virgin Islands)	Scioto Downs	
Tote Investment Racing	Offtrack Betting ADW	Seabrook Greyhound	
Randall James Racetrack	Lone Star	Seabrook Greyhound ADW	
Millenium Racing	Louisiana Downs	Southland Greyhound	
Royal Beach Casino	LVDC	State Fair (Lincoln, NE)	
Divi Carina Bay Casino	Atlantis Paradise Casino	Suaposta (Brazil) ADW	
Winner's Circle	Buffalo Thunder Resort	Suffolk District OTB	
Corpus Christi Greyhound	Foxwoods Resort Casino	Suffolk Downs	
Dayton Raceway	Mahoning Valley	Sunland Park	
Deleware Park	Maronas (Uruguay)	SunRay Park & Casino	
Delta Downs	Maryland Jockey Club	Tampa Bay Downs	
Dover Downs	Meadowlands (NJ)	Taunton ADW	
Dubuque (Iowa Greyhound)	Meadows The (ADW) - PA regional	Taunton Dog Track Inc.	
Wild Roses OTB's	Miami Valley Gaming & Racing	The Downs at Albuquerque	
Egg Harbor ITW (NJ)	Mobile Greyhound	Thistledown	
Elite Turf Club	Monmouth Park (NJ)	Tioga Downs	
Ellis Park	Montana OTB	Tri-State GH (Mardi Gras)	
Emerald Downs	Monticello	Turf del Norte (Mexico)	
Evangeline Downs	Mountaineer Park	Turf de Norte - Tribeca (D.R.)	
Fair Grounds	Nassau Regional OTB	Turf Paradise	
Fair Grounds ADW	Nevada Pari-Mutuel Assoc.	Turfway Park	
Fair Meadows	Newport Jai Alai	TVG	
Favorites at Gloucester (NJ)	New Jersey ADW (4NJBets)	TVG High Volume	
Finger Lakes	New Palace Casino (MS)	Twin River Greyhound	

## 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 12 to 21, 2025)**

**Please note track listings on this page reflect available information through June 4, 2025**

Ajax Downs	Horseshoe Indianapolis
Assiniboia	Kentucky Downs thru Sept. 10
Belmont Park starts Sept. 11	Laurel Park
Belterra	Lethridge
Canterbury	Lone Star
Century Downs thru Sept. 20	Louisiana Downs
Century Mile thru Sept. 13	Monmouth thru Sept. 14
Colonial Downs thru Sept. 12	Mountaineer
Delaware Park	Penn National
Fanduel Sportsbook	Parx Racing
Finger Lakes	Prairie Meadows
Fort Erie	Presque Isle
Fresno TBA	Remington Park
Grants Pass	Thistledowns
Gulfstream Park	Will Rogers
Harrahs Columbus Neb thru Sept. 13	Woodbine
Hastings	South America
Hawthorne	
Hollywood Charles Town	

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. Laura Austgen
Clerk of Scales	Charles McCaul, Kevin Colosi
Clerk of the Course	Heather Correa
Film Specialist	Board of Stewards
Horse Identifier	Jennifer Paige
Horseshoe Inspector	Victor Tovar
Paddock Judge	Jesus Cavillo
Patrol Judges	Tony Rose
Placing Judges	Randy Valdez & Danielle Kasparoff
Starter	Gary Brinson
Timer	Bernard Thomas Mitchell

- B. Management officials in the racing department:

Director of Racing	George Yniguez
Racing Secretary	Randy Valdez
Assistant Racing Secretary	Kevin Colosi
Paymaster of Purses	Dawn Jackson
Others (identify by name and title)	Natividad Estrada, Associate Director of Racing

- 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, PO 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 12/31/27.

- 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 4/22/2026. One camera at the end of the homestretch, one camera at the end of the backstretch, one camera coming out of 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, 4/22/2026.

## 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 Allred, 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: 24
  - 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:  
n/a
    - c. Describe number and location of surveillance cameras in detention stall area.  
n/a
  - 3. TCO2 Testing:
    - a. Number of races to be tested, and number of horses entered in each race to be tested: 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

Organizational Chart

LOS ALAMITOS RACE COURSE  
**SECURITY DEPARTMENT**

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DIRECTOR OF SECURITY	CATHY ALLRED	OFFICE (714) 820-2810 CELL (949) 355-2203
SERGEANT-DAY SHIFT	FRANK WOZNIAK	OFFICE (714) 820-2661 CELL (562) 275-5373
LIEUTENANT-NIGHT SHIFT	LUIS RIVAS	OFFICE (714) 820-2663 CELL (626) 675-3663
SERGEANT-DAY STABLE	FERNANDO GOMEZ	OFFICE (714) 820-2830 CELL (951) 768-7094
SERGEANT-NIGHT STABLE	JOSE ALVAREZ	CELL (714) 495-0954
DAY SHIFT SECURITY OFFICERS	LUIS RIVAS, JR. GUILLERMO CHAVEZ JOSE MURILLO BUNTHOEUN SOS MARCOS BRAN	DESK/DISPATCH MAINLINE CLUBHOUSE MEZZ
NIGHT SHIFT OFFICERS	JACKIE DIXON HENRY CHAMBERS GLORIA GANOE SAMUEL WEAVER	MAINLINE PADDOCK PARKING LOT MEZZ
STABLE AREA OFFICERS	JORGE AVINA CESAR FRANCO JOSE ALVAREZ DAVID RIVAS	NIGHT STABLE GRAVEYARD SPLIT SHIFT NIGHT STABLE
STABLE GATE	TITTUS R. WHITE CHERI WILLET GREICY QUEVEDO SHARRIL JANISKY MARCO AVINA BENJAMIN GARCIA BENJAMIN CARDENAS	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.

- C. Describe the 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

## 16. EMERGENCY SERVICES

- A. Name, address, and emergency telephone number of each human and horse ambulance service to be used during workouts and during racing: Huntington Ambulance Service, Box 145, Sunset Beach, CA 94742, Telephone (714) 820-2845; Stacey O'Bryan (714) 325-0363; Jessica Jones (714) 325-0384; Jade Jones (714) 325-0385. 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. The second ambulance rotates among the Southern California race meets. Both ambulances are equipped with 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 each human ambulance service 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 each ambulance service to be used during workouts at auxiliary sites: Santa Anita: Symons Ambulance, 18592 Cajon Blvd., San Bernardino, CA 92407. Telephone (626) 222-4236. 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 each ambulance service 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

# Huntington Ambulance,LLC

CHRB  
1010 Hurley Way #300  
Sacramento, CA 95825

May 21, 2025

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



**symbiosis**

*Care Reimagined.*

March 5, 2025

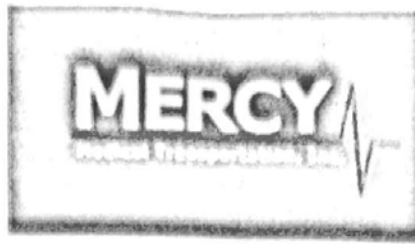
To: Los Alamitos Race Track

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

1801 Orange Tree Lane, Redlands, CA 92407 • Office: (909) 880-2979  
[www.symbiosisambulance.com](http://www.symbiosisambulance.com)



March 14, 2025

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 "Jesse Torres". The signature is fluid and stylized, with a large loop at the end.

Jesse Torres

COO

Mercy Medical Transportation, Inc.

Phone: 619-405-8274


Email: [jtorres@mercymedtrans.com](mailto:jtorres@mercymedtrans.com)

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

medical services, pursuant to Business and Professions Code section 19481.3(a):

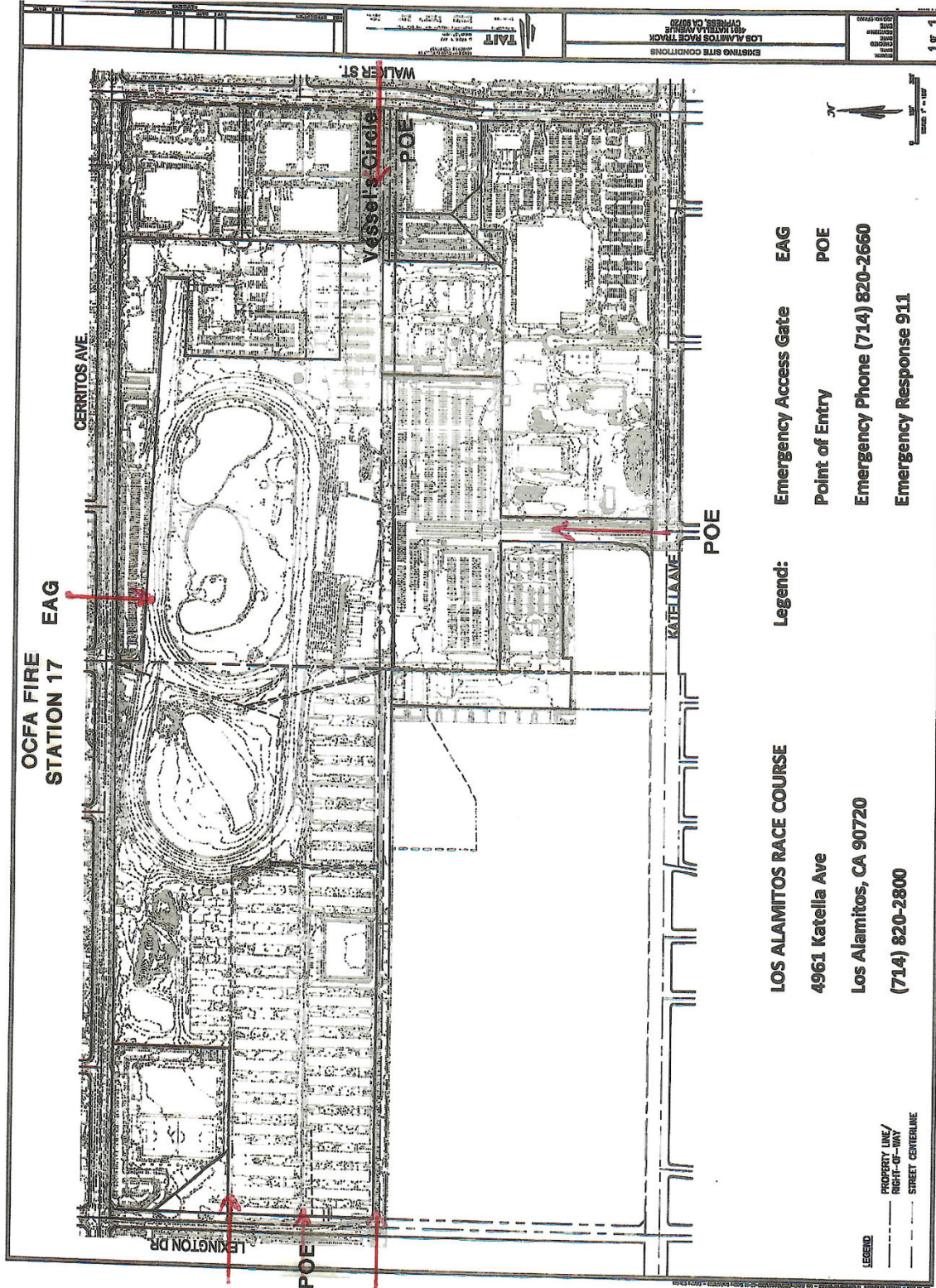
- E. Name, address, and emergency telephone number of the hospital to be used for admittance and treatment of emergency injuries in the event of an on-track injury to a jockey: Los Alamitos Medical Center, 3571 Katella Avenue, Los Alamitos, CA 90720. (562) 598-1311. Long Beach Memorial Hospital (certified trauma center), 2801 Atlanta Avenue, Long Beach, CA 90806. (562) 933-2000. UC Irvine Medical Center, 101 The City Drive, Orange, CA 92868 (714) 456-7890.
- F. Attach, in English and Spanish, the emergency medical plan procedures that will be posted in each jockey's room to be used in the event of an on-track injury to a jockey.
- G. Names of health and safety manager and assistant manager responsible for compliance of health and safety provisions pursuant to Business and Professions Code section 19481.3(d): Frank Sherren, Safety Manager; Allie Rodriguez, FLSIG Safety Manager
- H. Attach a fire clearance from the fire authority having jurisdiction over the premises.
- I. Name of the workers' compensation insurance carrier for the association and the number of the insurance policy (if self-insured, provide details): Self insured; Finish Line Self Insurance Group. Certificate #4524-001
- J. Attach a Certificate of Insurance for workers' compensation coverage. The CHRB is to be named as a certificate holder and given not less than ten (10) days' notice of any cancellation or termination of insurance that secures the liability of the association for payment of workers' compensation.

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



**LOS ALAMITOS RACE COURSE  
MEDICAL EMERGENCY  
RESPONSE PROCEDURES**

LOS ALAMITOS RACE COURSE  
4961 Katella Avenue  
Cypress, CA 90720  
Tel. 714.820.2800



OCFA FIRE STATION 17 EAG

**LOS ALAMITOS RACE COURSE**  
 4961 Katella Ave  
 Los Alamitos, CA 90720  
 (714) 820-2800

**Legend:**  
 Emergency Access Gate EAG  
 Point of Entry POE  
 Emergency Phone (714) 820-2660  
 Emergency Response 911

**LEGEND**  
 - - - - - PROPERTY LINE/  
 - - - - - RIGHT-OF-WAY  
 - - - - - STREET CENTRELINE

## Los Alamitos Race Course Medical Support Overview

### Morning Workouts

- One BLS staffed with two licensed EMT's and one paramedic on site during all morning training hours.

### Race Days

- One ALS unit staffed with three licensed EMT's and one paramedic on site during all race hours
- Paramedic backup provided by Orange County Fire Station 17 located 100 yards away
- 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 – Stacy O’Bryan (714)-325-0363 or Jessica Jones (714)-325-0384

**Finish Line Self Insurance roup** (Employee Workers’ Comp Provider)

Contact Information – Michael Lyon (714)-820-2743

**Security Communications Desk**

Contact Information - (714)-820-2660

**Healthpoint Industrial Clinic**

7052 Oranewood Avenue #6  
arden rove, CA 92841  
(714)-903-1100

**Los Alamitos Medical Center**

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

**University of California Irvine Medical Center**

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

**Long Beach Memorial Medical Center**

2801 Atlantic Avenue  
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/ Safety Steward/ Track Veterinarian/ 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
- Clocker activates track warning lights
- 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
- Outriders/ Safety Steward at track adjacent gate halt access to track
- If necessary outrider notifies veterinarian to respond to incident scene

**EMT Procedure**

- 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 Main Stable Gate
- If ambulance crew makes direct transport to closest hospital, track is shut down until ambulance returns

# Los Alamitos Race Course Race Day 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
- 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 CS 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
- 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
- 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 during each race
- Once notified of an 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 directions of the track Veterinarian

**Los Alamitos Race Course**  
**Emergency Protocol**  
**Human/ Horse Ambulance in Paddock (Race Day)**

**EMT Coverage of Paddock Area**

- During the saddling of horses in the paddock on race days 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 Horse Ambulance, the security officer assigned to the paddock area will notify the Horse Ambulance driver via radio and the Stewards at extension 2749
- 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 extension 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 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 on site
- Patrons with minor medical complaints are directed to the Security Office where Security Communications can radio for EMT crew to check vital signs and advise on additional treatment such as seeing a personal doctor, going to emergency room or medical clinic
- Patrons in need of immediate additional care are kept on site while Paramedic assistance is requested through 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

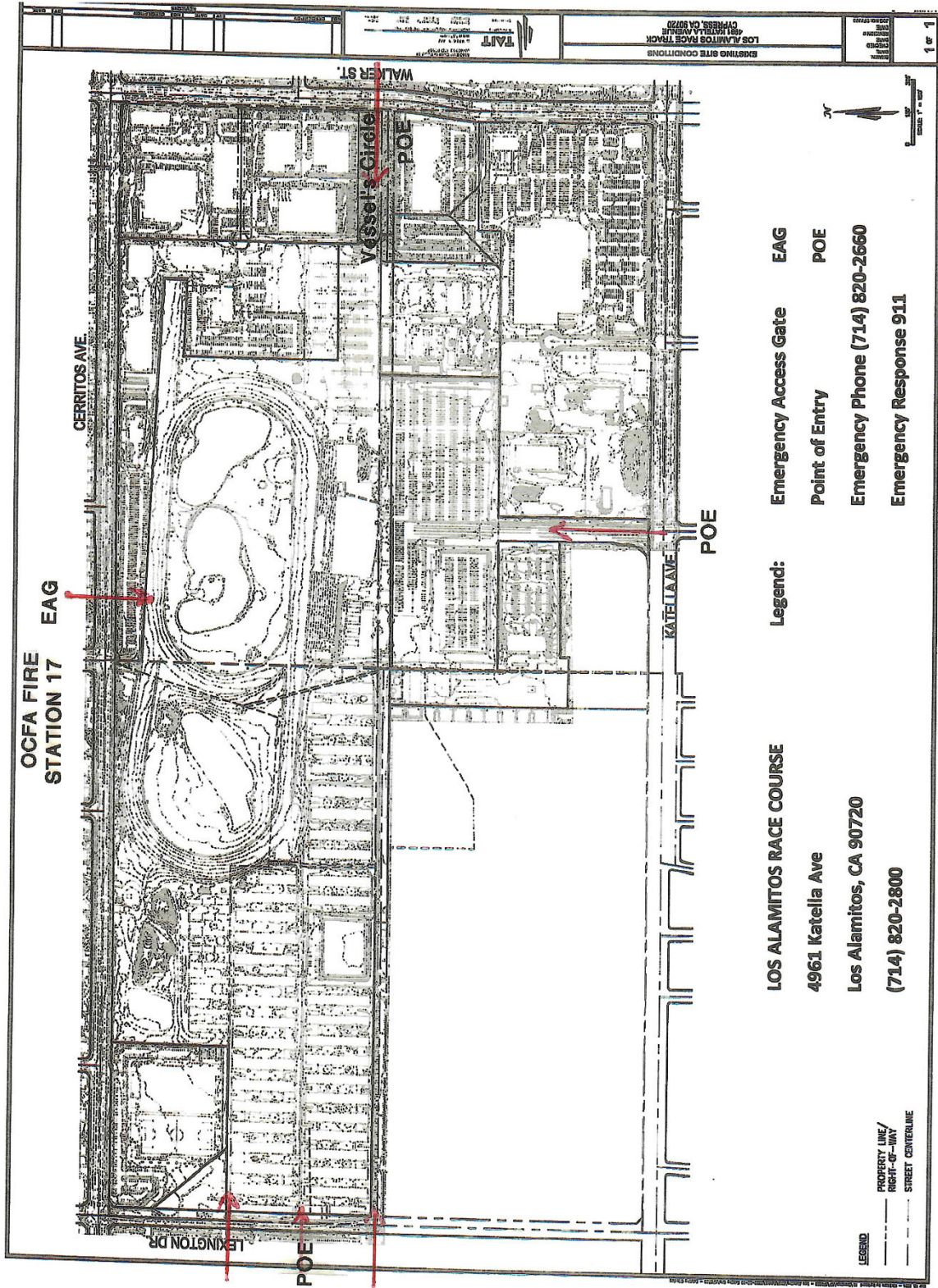
Los Alamitos Race Course  
Accident/ Injury Procedures  
Employee Injury

- 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 Avenue  
Cypress, CA 90720  
Tel. 714.820.2800



## Los Alamitos Race Course

### Descripción General de Soporte Médico

#### **Entrenamientos Matutinos**

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

#### **Día de la Carrera**

- Una unidad BLS con tres EMTS con licencia y una paramédica 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 Jessica Jones (714)-325-0384

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

Información del contacto – Michael Lyon (714)-820-2743

**Escritorio de Comunicaciones de Seguridad**

Información del contacto – (714)-820-2660

**Healthpoint Industrial Clinic**

7052 Orangewood Avenue #6  
Garden Grove, CA 92841  
(714)-903-1100

**Los Alamitos Medical Center**

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

**University of California Irvine Medical Center**

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

**Long Beach Memorial Medical Center**

2801 Atlantic Avenue  
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/ Steward de Seguridad/ Veterinario de Pista de Carreras/ 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
- Clocker 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
- Steward de seguridad/ Outrider 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 puerta principal del establo
- 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 Dia de la 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
- 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
- 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
- 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 (Dia de la Carrera)**

**Cobertura de EMT del área de paddock**

- Durante el ensillado de caballos en el paddock en las dia de la 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 y los Stewards en ext. 2749
- 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 el sitio
- Los usuarios con quejas médicas menores son dirigidos a la Oficina de seguridad 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 sitio 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



# 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](http://www.ocfa.org)

March 3, 2025

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 Los Alamitos Race Course maintains a reasonable degree of fire safety throughout the year and there are currently no open fire code violations.

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

Respectfully,

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

## Fire Department

**Chen Suen**

Fire Chief

710 S. Santa Anita Ave.

Arcadia, CA 91006

(626) 574-5100



CITY OF  
**ARCADIA**

July 15, 2025

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, 2025, through December 10, 2025.

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



August 05 2025

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

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

Re: Initial Fire & Life Safety on August 05 2025

## 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:

A handwritten signature in black ink, appearing to read "Lars Beeghley".

---

Lars Beeghley  
760-723-2043

Property Representative:

A handwritten signature in black ink that reads "Not Available".

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Not available

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)

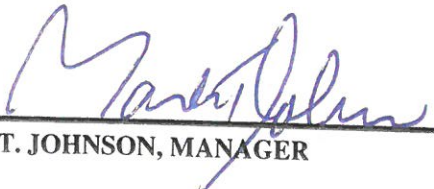
has complied with the requirements of the Director of Industrial Relations under the provision of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> License # 0E67768 <b>IOA Insurance Services</b> 3875 Hopyard Road Suite 200 Pleasanton, CA 94588	<b>CONTACT NAME:</b> Sara Przemielewski <b>PHONE (A/C, No, Ext):</b> (925) 660-3531 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Sara.Przemielewski@ioausa.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A :</b> ACE American Insurance Company <b>INSURER B :</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>

**INSURED**  
 Los Alamitos Racing Assoc and Quarter Horse Racing, Inc.  
 4961 Katella Avenue  
 Los Alamitos, CA 90720

### COVERAGES

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <b>N</b>	N/A	WCLC72626795	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

### Evidence of Coverage

### CERTIFICATE HOLDER

### CANCELLATION

California Horse Racing Board 1010 Hurley Way, Suite 300 Sacramento, CA 95825	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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- B. Describe any "Season Boxes" and "Turf Club Membership" fees. **None**
- C. Describe any "package" plans, such as combined parking, admission, and program. **None**

## 20. JOCKEYS/DRIVERS' QUARTERS

- A. Check the applicable amenities available in the jockeys/drivers' quarters.
  - Corners (lockers and cubicles) How many 60
  - Showers  Steam room, sauna, or steam cabinets  Lounge area
  - Masseur  Food/beverage service  Certified platform scale
- B. Describe the quarters to be used for female jockeys/drivers. **Separate quarters with showers, lockers and sauna**

## 21. BACKSTRETCH EMPLOYEE HOUSING

- A. Inspection of backstretch housing was completed by (name) attached on (date) attached.
- 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%  
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,



California Horse Racing Board  
1010 Hurley Way, Suite 300  
Sacramento, California 95825  
(916) 263 – 6000

RE: **20. BACKSTRETCH EMPLOYEE HOUSING**

In compliance with the requirements of California Horse Racing Board rules and regulations an inspection of the “Backstretch Employee Housing” was conducted at Los Alamitos Race Course. The inspection was conducted on November 4<sup>th</sup> and 5<sup>th</sup>, 2024.

The inspections were coordinated and supervised by Frank Sherren, Facility Manager Los Alamitos Race Course and approved by City of Cypress Building and Safety Department.

The inspection was conducted by LARC staff members from the Maintenance Department, Janitorial Department and the Security Department. Also present on the inspections were members of the California Horse Racing Board.

The facility was found to be in compliance with all building and housing regulations, no violations were sited.

Please contact me if you have any questions or need further clarification.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Frank Sherren", is written over the "Respectfully Submitted," text.

Frank Sherren  
**Facility Manager**  
**Los Alamitos Race Course**  
**4961 Katella Ave**  
**Los Alamitos, CA. 90720**  
**714.820.2800 ex 2715**  
[fsherren@losalamitos.com](mailto:fsherren@losalamitos.com)

Dennis Moore, Track Consultant

- F. Attach a Track Safety Maintenance Program pursuant to CHRB Rule 1474.
- G. If the association is requesting approval to implement alternate methodologies to the provisions of Article 3.5, Track Safety Standards, pursuant to CHRB Rule 1471, attach a Certificate of Insurance for liability insurance that will be in force for the duration of the meeting specified in Section 2. -The CHRB is to be named as a certificate holder and given not less than ten (10) days' notice of any cancellation or termination of liability insurance. Additionally, the CHRB must be listed as additionally insured on the liability policy at a minimum amount of \$3 million per incident. The liability insurance certificate must be on file in the CHRB headquarters office prior to the conduct of any racing.

### **23. DECLARATIONS**

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

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



**TOC**

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

2025

**RACE MEET AGREEMENT**

BETWEEN

**LOS ALAMITOS  
RACING ASSOCIATION**

AND

**THOROUGHbred OWNERS  
OF CALIFORNIA**

September 10, 2025

Through

September 23, 2025

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## **2025 RACE MEET AGREEMENT**

Los Alamitos Racing Association  
September 10, 2025 through September 23, 2025

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 2025 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 10, 2025 through September 23, 2025, herein referred to as the "2025 Summer 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*, decreased by the amount of the overpayment of purses during TRACK's 2024 Meet, if any.

The Gross Racing Distribution shall include unclaimed refunds ("outs"), if any, from TRACK's 2024 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 2025 Meet but in no event longer than 30 days from the close of the 2025 Meet. For distributions required by Section 19531(d)(3), sums payable under this paragraph shall be paid monthly during the months TRACK is not conducting a live race 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. *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 not less 97 1/2% of the Gross Distribution and will pay the remaining 2 1/2% 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 2025 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%). The Net Distribution would be \$975,000.00.

TRACK shall, during the 2025 Meet, include in purse money available from any underpayment from the 2024 Meet, if any, any unpaid surplus due to horsemen from the SCOTWInc 2 1/2% fund generated during the 2025 Meet reduced by 2 1/2% 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 2025 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 2025 Meet to TOC five months, but in no event less than three months, prior to the first day of the 2025 Meet.

## **VII.**

### **DAILY MUTUEL HANDLE**

Track and TOC agree that based on information available as of June 11, 2025 the current overpayment in the combined purse accounts for the 2024 Thoroughbred and Fair meets, is estimated to be approximately \$462,386 (includes allocation by TOC of purse enrichment). 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 2025 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 2025 average daily purse generation, or in the event the purse projections for the 2025 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 2025 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 2025 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 2025 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 2025 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 2025 Meet, other than as provided for herein.

Purses paid for overnight races during the 2025 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 2025 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 2025 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 2025 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 2025 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 2025 Meet;
15. Within thirty (30) days following the 2025 Meet, a complete written account of all Paymaster earnings during the 2025 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 2025 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 2025 Meet. The minimum official, recorded workout distances and number of works for horses to run at the 2025 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 2025 Meet, except as expressly authorized by TRACK. Any owner, trainer, or veterinarian found to be in possession of such device(s) during the 2025 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 2025 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 2025 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 2025 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 2025 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 2025 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 2025 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 2025 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 2025 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 2025 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 2025 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 2025 Meet and while the track is open for training preceding and following the 2025 Meet.

## **XIX.**

### **STABLING AT AND VANNING FROM AUXILIARY STABLING FACILITIES**

TRACK shall, at least 60 days prior to the opening of its 2025 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 2025 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 2025 Meet, during the 2025 Meet and for five days following the 2025 Meet.

**XX.**

**ANTI-MONOPOLY PROVISION**

TRACK acknowledges TOC's interest in assuring that horsemen will, during the 2025 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

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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 2025 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 2025 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 2025 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 2025 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 2025 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 2025 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 2025 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 2025 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 (1<sup>st</sup>) 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: Ms. Cathy Allred  
Secretary  
Los Alamitos Racing Association  
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

6/21/2025

Dated:

DocuSigned by:  
*Cathy Allred*  
FFEB53D0A61B425

Ms. Cathy Allred  
Secretary

THOROUGHBRED OWNERS OF CALIFORNIA, INC.

6/18/2025

Dated:

DocuSigned by:  
*William A. Nader*  
20CE9094162E418

Mr. William A. Nader  
President & CEO

**EXHIBIT A**

2025 STAKES SCHEDULE



LOS ALAMITOS RACECOURSE  
STAKES SCHEDULE

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Closing Thursday, September 4, 2025

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Saturday, September 13, 2025 \$75,000 Guaranteed  
E.B. JOHNSTON STAKES (Cal Bred)  
For Three Year Olds and Upward  
One Mile

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Closing Thursday, September 11, 2025

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Saturday, September 20, 2025 \$100,000  
\$25,000 added Dr. and (25,000 added)  
DARK MIRAGE STAKES  
For Fillies And Mares Three Year Olds and Upward  
One Mile

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## EXHIBIT B 2025 OVERNIGHT SCHEDULE

2025 LARA SEPTEMBER	
CONDITION	New Purses
MDN CLM 12,500	\$15,000.00
MDN CLM 20,000	\$20,000.00
MDN CLM 30,000	\$23,000.00
MDN CLM 40,000	\$25,000.00
MDN CLM 50,000	\$30,000.00
MDN ALW	\$45,000.00
CLM 6,250	\$15,000.00
CLM 6,250 CLAUSE	\$13,000.00
CLM 8,000	\$16,000.00
CLM 8,000 CLAUSE	\$14,000.00
CLM 10,000	\$20,000.00
CLM 10,000 CLAUSE	\$17,000.00
CLM 12,500	\$23,000.00
CLM 12,500 CLAUSE	\$21,000.00
CLM 16,000	\$25,000.00
CLM 16,000 CLAUSE	\$22,000.00
CLM 20,000	\$28,000.00
CLM 20,000 CLAUSE	\$27,000.00
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	\$37,000.00
STR ALW 6,250	\$16,000.00
STR ALW 8,000	\$17,000.00
STR ALW 12,500	\$20,000.00
STR ALW 16,000	\$22,000.00
STR ALW 20,000	\$24,000.00
STR ALW 25,000	\$26,000.00
STR ALW 30,000	\$28,000.00
STR ALW 40,000	\$32,000.00
STR ALW 50,000	\$34,000.00
ALW OPT-CLM 20,000	\$46,000.00
ALW OPT-CLM 40,000	\$47,000.00
ALW	\$47,000.00
OVERNIGHT HANDICAP	\$75,000.00
STAKES	\$100,000.00

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

**EXHIBIT C**  
**FIRE & DISASTER INSURANCE**

Attached Hereto



**EXHIBIT D**  
**INTERSTATE SIMULCASTS**

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**EXHIBIT E**  
**INTERNATIONAL SIMULCASTS**

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RACE MEET AGREEMENT  
2025

BETWEEN

LOS ALAMITOS RACING ASSOCIATION

AND

CALIFORNIA THOROUGHBRED TRAINERS

September 10, 2025 – September 23, 2025

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## RACE MEET AGREEMENT

### LOS ALAMITOS RACING ASSOCIATION

September 10, 2025 – September 23, 2025

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 10, 2025, the first day of TRACK's 2025 Meet, except as otherwise provided herein, (hereinafter referred to as "2025 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 10, 2025, through September 23, 2025, which meet is hereinafter referred to as the "2025 Meet."

II.

PURSE PROJECTIONS

TRACK shall provide to CTT prior to the 2025 Meet for CTT's information, TRACK's projections (and supporting documents) of estimated purses for the 2025 Meet.

III.

CTT DISTRIBUTIONS

TRACK shall pay to CALIFORNIA THOROUGHBRED TRAINERS, INC. ("CTT") for the 2025 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 2025 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 2025 Meet.

## IX.

### FIRST POST TIME

All Post times for the 2025 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 2025 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 2025 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 2025 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 2025 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 2025 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 2025 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 2025 Meet and while the main track, and inner track, are open for training preceding and following the 2025 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 2025 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 2025 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 2025 Meet, as well as the training period before and after the 2025 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 2025 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 agendaized 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 Edward Allred, President, Los Alamitos Racing Association, 4961 Katella Ave., Los Alamitos, CA 90720

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

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

## XXVI.

### SUCCESSORS AND ASSIGNS

This Agreement shall be binding on and inure to benefit of the parties hereto and their successors and assigns. This Agreement is intended to fully comply with Sections 2041 and 2042, Article 22 of Title 4, Chapter 4 of the Administrative Code (Rules and Regulations of the California Horse Racing Board).

## XXVII.

### MODIFICATIONS

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

XXVIII.

RESERVATION OF RIGHTS

The terms of this Agreement shall be without prejudice to the abilities of the parties to challenge, by legal proceedings or otherwise, any rights, obligations or privileges which are the subject hereof at any time during the pendency or upon termination of this Agreement, and the parties hereto shall not be deemed to waive or abridge any rights, claims or privileges at any time during or after the term of this Agreement.

XXIX.

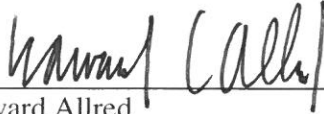
BINDING ON ALL SIGNATORIES

The persons signing on behalf of all undersigned parties agree to be bound by the terms of this Agreement, whether directly or indirectly. The persons signing on behalf of the parties designated below herein warrant that they have the legal authority to execute this Agreement. Each undersigned party agrees to take all such actions and to execute all such documents as may be necessary and desirable to implement the provisions of this Agreement fully and effectively. This Agreement is binding on all signatories below without reservation.

LOS ALAMITOS RACING ASSOCIATION

6/9/2025

Date

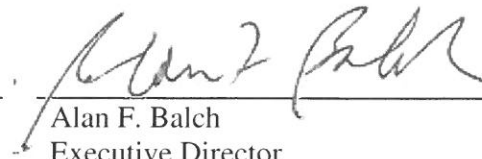


Edward Allred  
President

CALIFORNIA THOROUGHBRED TRAINERS, INC.

June 9, 2025

Date



Alan F. Balch  
Executive Director



### 3<sup>rd</sup> PARTY LASIX ADMINISTRATION AGREEMENT

This 3<sup>rd</sup> Party Lasix Administration Agreement (this "Agreement") is entered into as of June 5, 2025 (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 March 15, 2025 and shall continue through December 31, 2025 (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**

DocuSigned by:  
*Cathy Allred*  
By: \_\_\_\_\_  
Name: Cathy Allred  
Title: Cathy Allred

**THOROUGHBRED OWNERS OF CALIFORNIA, INC.**

DocuSigned by:  
*William A. Nader*  
By: \_\_\_\_\_  
Name: William A. Nader  
Title: President & CEO

**CALIFORNIA THOROUGHBRED TRAINERS, INC.**

DocuSigned by:  
*Alan Balch*  
By: \_\_\_\_\_  
Name: Alan Balch  
Title: CTT Executive Director

**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.

7/18/2025

**X** Cathy Allred

Signature

Signed by: dd20e8b4-3b0c-4533-a21d-4ef3db8f2154

Cathy Allred

Director & Secretary

July 10, 2025

Print Name

Print Title

Date

## **ADDENDUM**

### **Background and Ownership Information**

**FULL DISCLOSURE:** By authority of sections 19440 and 19480 of the California Business and Professions Code, Chapter 4, Division 8, Horse Racing Law, and in order to allow an evaluation of the competency, integrity, and character of potential racetrack operator, contractor, subcontractor and concessionaire licensees of the California Horse Racing Board (CHRB), any applicant for such a license shall comply with the provisions set forth below. Where applicable, supply the requested information and submit with your application documents. (If necessary, attach additional pages showing the corresponding numbers for the questions you are answering.) If a question does not apply to you, so state with "N/A".

**NOTE:** All information contained in this Addendum may be disclosed pursuant to the California Public Records Act.

#### **I. BACKGROUND INFORMATION**

- A. **PERSONAL INFORMATION** - Application documents must include for each individual who is a director, officer, or partner in the application, or an owner of an interest in the applicant of 5% or more:
  - 1. Full name and any previous names or aliases;
  - 2. date of birth;
  - 3. physical description;
  - 4. business address and telephone number; and
  - 5. disclosure of employment, education and military history for the past 20 years or since the age of 18.
  
- B. **PERSONAL HISTORY** - Application documents must include a completed Personal History Record, CHRB-25A, for each individual named in Addendum Section I.A.
  
- C. **RELATIONSHIP** - The application documents must state, for each individual providing information under Addendum Section I.A., whether the individual is related to a member or an employee of the CHRB. A half-relationship or step-relationship is considered to be a familial relationship.
  
- D. **CORPORATIONS** - If the applicant is a corporation, the application documents must state:
  - 1. The state in which the applicant is incorporated; and
  - 2. name and address of the applicant's agent for service of process in California.
  
- E. **INDICTMENTS OR CONVICTIONS** - If the applicant is a corporation, the application documents must include a statement disclosing whether the corporation is presently or has ever been indicted or convicted of a criminal offense, e.g., felony or misdemeanor.
  
- F. **PENDING LEGAL PROCEEDINGS** - An applicant for a license to operate a racetrack must describe any pending legal proceedings of \$250,000 or more:

1. To which the applicant, a director, officer, or partner of the applicant, or an individual who owns an interest in the applicant of 5% or more is a party; or
2. that involves property owned by the applicant, a director, officer, or partner of the applicant, an individual who owns an interest in the applicant of 5% or more, or a related entity identified under Addendum Section I.
3. Applicant must state the name of the court or agency before which the proceeding is or was pending, the case number, date the proceeding was instituted, and the names of the principal parties to the proceeding.

## II. OWNERSHIP

### A. IDENTIFICATION AND LOCATION - The application documents must include:

1. All names used by the applicant; and
2. name of the agent and the address and telephone number of the office of the applicant for service of process in California.

### B. BUSINESS STRUCTURE - The application documents must describe the applicant's business structure and include an organizational chart.

### C. ORGANIZERS - If the applicant is not an individual and was organized less than five years before the date on which the application documents are submitted to the CHRB, the application documents must state:

1. Name of each individual who was an organizer or promoter of the applicant;
2. nature and amount of assets, services, or other consideration contributed to the applicant by an organizer or promoter of the applicant; and
3. nature and amount of anything of value given by the applicant to an organizer or promoter of the applicant.

### D. ORGANIZATIONAL DOCUMENTS

1. If the applicant is a corporation, the application documents must include:
  - a. Statement of when and in what state the corporation was organized;
  - b. certified copy of the articles of incorporation and bylaws of the applicant;
  - c. statement and documentation of whether the corporation has been reorganized or reincorporated during the five-year period preceding the date on which the application documents are submitted to the CHRB; and
  - d. statement and documentation of whether the corporation has filed restated articles of incorporation.
2. If the applicant is an unincorporated business association, the application documents must include:
  - a. Certified copy of each organizational document for the applicant, including any partnership agreement; and
  - b. description of any oral agreements involving the organization of the partnership.

#### E. CAPITOL STOCK

1. If the applicant is authorized to issue capital stock, the application documents must state the classes of stock authorized and the total shares of each class authorized.
2. For each class of stock, applicant must also state:
  - a. Par value, if any;
  - b. voting rights;
  - c. current rate of dividend; and
  - d. number of shares outstanding and the market value of each share.
3. Application documents must list the name and address of each person who owns, of record or beneficially, at least 5% of stock. For each person listed under this subsection, the application documents must describe the nature of the person's ownership interest and the person's percentage of the total ownership interest.
4. Application documents must include a certified copy of each voting trust or voting agreement in which at least 5% of the capital stock is held and must state:
  - a. Name and address of each stockholder participating in the trust or agreement;
  - b. class of stock involved; and total number of shares held by the trust or agreement.

#### F. DIRECTORS, OFFICERS, AND PARTNERS

1. If the applicant is not an individual, the application documents must include a list of the individuals who are serving or who are designated to serve, during the first year after the date the application documents are submitted to the CHRB, as a director, officer, or partner of the applicant. The list must state for each individual:
  - a. Name and business address;
  - b. each position or office of the applicant held by the individual;
  - c. principal occupation during the five-year period preceding the date on which the application documents are submitted to the CHRB; and
  - d. nature and extent of any ownership interest in the applicant.
2. Application documents must include a completed Personal History Record, CHRB-25A, for each individual named under Addendum Section II.F.1.

#### G. CONTROLLING ENTITY

1. Application documents must state whether another entity exercises or is in a position to exercise control in the management or financial affairs of the applicant. The documents must describe the nature of the relationship between the entity and the applicant and the extent of control exercised by the entity.
2. If a nonindividual entity owns an interest of 5% or more in the applicant, the application documents must include the information required by Addendum Section II.G.1., as it relates to the nonindividual entity.
3. Application documents must include information required by Addendum Section II.G.2., for each nonindividual entity identified in the application documents to the extent necessary to determine the identity of each individual who is an indirect holder of an ownership interest in the applicant.

- H. OUTSIDE INTERESTS AND LICENSE HISTORY - Application documents must state whether the applicant or a director, officer, or partner of the applicant
  - 1. Ever held an ownership interest in a licensee of the CHRB; or is currently engaged in the business of racing in another state.