

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR
LICENSE TO CONDUCT A HORSE RACING MEETING OF THE DEL MAR
THOROUGHBRED CLUB AT THE DEL MAR RACETRACK FROM
OCTOBER 29, 2025, THROUGH DECEMBER 2, 2025

Board Meeting
October 16, 2025

Application: Del Mar Thoroughbred Club (DMTC) at Del Mar Racetrack

Breeds: Thoroughbred

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

October 2025						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November 2025						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

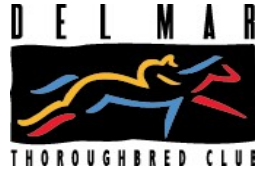
December 2025						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Required Information	Status	Comments	CHRB Rule/Law
Off-Site Auxiliary Stabling	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	Santa Anita fire clearance valid through 12/09/25. Los Alamitos fire clearance valid through 03/02/26. San Luis Rey Downs fire clearance valid through 08/04/26.	Rule 1420(q)

Required Information	Status	Comments	CHRB Rule/Law
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.	BPC 19607.1
Fire Clearance	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	DMTC fire clearance valid through 06/08/26.	Rule 1927
Backstretch Inspection	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	Backstretch inspection completed on 06/06/25.	Rule 2102
Track Safety Inspection	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	Track safety inspection scheduled for 10/15/25.	Rule 1471(g)
Workers' Compensation Insurance	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	Workers' compensation coverage valid 03/31/25 to 03/31/26.	Rule 1501
Horsemen's Race Meet Agreements	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	Thoroughbred Owners of California – received 09/16/25. California Thoroughbred Trainers Association – received 08/12/25.	Rule 2044
CHRB Policies	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	Inclement Weather Policy – received 08/12/25. Concussion Protocol Policy – received 08/12/25. Track Emergency Procedures – received 08/12/25.	Rule 1432
Wagering Information	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding		BPC 19599

Required Information	Status	Comments	CHRB Rule/Law
Emergency and Security	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding		BPC 19481.3
Veterinary Services	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding		Rule 1481 Rule 1840 Rule 1841
ADW Providers and Horsemen's Approvals	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding		BPC 19604 & 19604(b)(1)(C)
Administrative Information	<input checked="" type="checkbox"/> Accepted <input checked="" type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	<p>Occupational licenses must be obtained/renewed prior to the start of the race meet and/or renewed during the term of the race meet.</p> <p>Fred Maas (no license)</p> <p>Deposit Received Required Signatures</p>	Rule 1481 BPC 19490 Rules 1433 & 1437

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



Tom Robbins
Executive Vice President
Racing Office

August 15, 2025

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

Re: CHRB Concussion Protocols

Dear Executive Director Chaney:

In response to a request from the CHRB regarding the submittal of DMTC's 2025 fall race meet application, the Del Mar Thoroughbred Club agrees to adopt the CHRB Concussion Management and Return to Ride Guideline Protocols which has been posted on the CHRB's website in regard to Racing Safety.

Thank you for your consideration and assistance in regards to Del Mar's fall race meet application.

Very truly yours,

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

Tom Robbins,
Executive VP Racing

cc: CHRB
Josh Rubinstein, DMTC



Tom Robbins
Executive Vice President
Racing Office

August 15, 2025

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

Re: CHRB Inclement Weather Policy

Dear Executive Director Chaney:

In response to a request from the CHRB regarding the submittal of DMTC's 2025 fall race meet application, the Del Mar Thoroughbred Club agrees to adopt the Inclement Weather Policy which has been posted on the CHRB's website in regard to Racing Safety.

Thank you for your consideration and assistance with the submittal of DMTC's 2025 race meet applications.

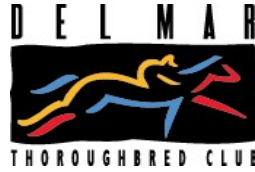
Very truly yours,

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

Tom Robbins,
Executive VP Racing

cc:

CHRB
Josh Rubinstein, Del Mar



Tom Robbins
Executive Vice President
Racing Office

August 15, 2025

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

Re: CHRB Track Veterinarian Emergency Procedures

Dear Executive Director Chaney:

In response to a request from the CHRB regarding the submittal of DMTC's 2025 fall race meet application, the Del Mar Thoroughbred Club agrees to adopt the CHRB Track Veterinarian Emergency Procedures Protocols which has been posted on the CHRB's website in regard to Racing Safety.

Thank you for your consideration and assistance in regards to Del Mar's fall race meet application.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Tom Robbins".

Tom Robbins,
Executive VP Racing

cc: CHRB
Josh Rubinstein, DMTC

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: Del Mar Thoroughbred Club – PO Box 700, Del Mar, CA 92014, Phone: 858-755-1141 – Fax: 858-792-1477, EMAIL: Josh Rubinstein, Josh@dmtrc.com
- B. Breed of horse: Thoroughbred Quarter Horse Harness
- C. Racetrack name: DEL MAR THOROUGHBRED CLUB (DMTC)
- D. Attach a certified check payable to the Treasurer of the State of California in the amount of \$10,000 as deposit for license fees pursuant to Business and Professions Code section 19490. ON FILE
- E. Was the association licensed to operate a race meeting prior to January 1, 2001?
Yes No
If no, attach a surety bond in the amount of one hundred thousand dollars.

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

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

2. DATES OF RACE MEETING

- A. Inclusive dates allocated for the entire meeting: October 29, 2025 – December 2,

2025

- B. Actual dates racing will be held: SEE ATTACHMENT
- C. Total number of days or nights of racing: 16 (Including Breeder's Cup Days 10/31 & 11/01)
- D. Days or nights of the week races will be held: Friday-Sunday
 Wednesday – Sunday Tuesday – Saturday Other (specify)
- E. Number of days or nights of racing per week: Racing (3) days per week Fri-Sun with the exception of Week 1 (4) days Thurs-Sun, which includes BC Racing (2) days.

3. RACING PROGRAM

- A. Total number of races: 145 (123 DMTC + 22 BC)
- B. Number of races for each day or night: SEE ATTACHMENT
- C. Total number of stakes races: (14) Regular Stakes – (1) Overnight Stakes (Not Including Breeder's Cup)
- D. Attach a listing of all stakes races and indicate the date to be run and the added money or guaranteed purse for each. Note the races that are designated for California-bred horses. Exhibit 1
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. Exhibit 1A
 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). N/A
 3. Identify the stakes races listed under item D.1. that have been dropped or deleted and the reasons the stakes were dropped or deleted. See Exhibit 1A – Attached – Kathryn Crosby Stakes deleted due to a conflict with Breeders' Cup undercard stakes (2024 and 2025).
- E. Will provisions be made for owners and trainers to use their own registered colors?
 Yes No
 If no, which racing colors are to be used?
- F. List all post times for the daily racing program. EXHIBIT 2

ATTACHMENT:

2. DATES OF RACE MEETING

- A. Inclusive dates allocated for the entire meeting: **October 29, 2025 through December 2, 2025.**

- B. Actual dates racing will be held: **October 30, 2025 through November 30, 2025 - racing every Friday through Sunday, with the exception of Week 1 (4 days) DMTC racing Thursday 10/30, Breeders' Cup racing Friday & Saturday 10/31 & 11/01, DMTC racing Sunday 11/2 / Dark 10/29 - 11/03,04,05,06 - 11/10,11,12,13 - 11/17,18,19,20 - 11/24,25,26,27 - 12/01,02.**

ATTACHMENT

3. RACING PROGRAM

- A. Total number of races: **145 (123 DMTC + 22 BC)**
- B. Number of races for each day or night: *

DAY	DATES	NUMBER OF RACES
*THURS – 9 Races	10/30 Opening Day	9
*FRI – 8 Races	11/7, 11/14, 11/21	24
*FRI - 9 Races	11/28	9
*SAT – 9 Races	11/8, 11/15, 11/22, 11/29	36
*SUN - 9 Races	11/2, 11/9, 11/16, 11/23, 11/30	45
BREEDERS' CUP RACING		
*FRI – 10 Races	10/31	10
*SAT - 12 Races	11/1	12

TOTAL	145
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*DMTC reserves the right to change number of races based on horse availability

EXHIBIT 1 - 2025 DEL MAR FALL STAKES

BREEDERS' CUP DAYS - OCTOBER 31 AND NOVEMBER 1, 2025

RUN DATE	RACE	AGE	2025 VALUE	DISTANCE
10/30/25	Let it Ride Stakes N/W S/S of \$60k at 1M o/o since April 1 (o/s)	3 YO	\$100,000	1 mile Turf
10/31/2025*	Thoroughbred Aftercare Alliance	2 YO	\$200,000	1 mile Turf
10/31/2025*	Golden State Juvenile Filies	F, 2 YO (CA-Bred)	\$175,000	7 furlongs
10/31/2025*	Ken Maddy Stakes	F/M 3 & up	\$200,000	5 furlongs Turf
10/31/2025*	Golden State Juvenile	2 YO (CA-Bred)	\$175,000	7 furlongs
11/1/2025 *	Goldikova Stakes Grade III	F/M 3 & up	\$300,000	1 mile Turf
11/11/2023 **	Kathryn Crosby Stakes N/W S/S of \$60K at 1M o/o since 4/1 (o/s)	F/M 3 & up	n/a	1 Mile Turf
11/08/25	Cary Grant Stakes	3 & up (CA-Bred)	\$100,000	7 furlongs
11/09/25	Betty Grable Stakes	F/M 3 & up (CA-Bred)	\$100,000	7 furlongs
11/15/25	Desi Arnaz Stakes	F, 2 YO	\$100,000	7 furlongs
11/16/25	Bob Hope Stakes-Grade III	2 YO	\$100,000	7 furlongs
11/22/25	Native Diver Stakes- Grade III	3 & up	\$100,000	1 1/8 miles
11/23/25	Red Carpet Stakes-Grade III	F/M 3 & up	\$100,000	1 3/8 miles Turf
11/28/25	Hollywood Turf Cup-Grade II	3 & up	\$200,000	1 1/2 miles Turf
11/29/25	Seabiscuit Handicap-Grade II	3 & up	\$200,000	1 1/16 miles Turf
11/29/25	Jimmy Durante Stakes-Grade III	F, 2 YO	\$100,000	1 mile Turf
11/29/25	Hollywood Derby-Grade I	3 YO	\$300,000	1 1/8 miles Turf
11/30/25	Stormy Liberal Stakes	3 & up	\$100,000	5 furlongs Turf
11/30/25	Cecil B. DeMille Stakes-Grade III	2 YO	\$100,000	1 mile Turf
11/30/25	Bayakoa Stakes Grade III	F/M 3 & up	\$100,000	1 mile
11/30/25	Matriarch Stakes Grade I	F/M 3 & up	\$300,000	1 mile Turf

*BREEDERS' CUP UNDERCARD STAKES

**In 2024 AND 2025 Kathryn Crosby Stakes deleted due to conflict with the Breeders' Cup undercard stakes

EXHIBIT 1A - STAKES RACES PAST THREE RACE MEETS

DMTC 16-DAY FALL MEET RACES, INCLUDING BREEDERS' CUP DAYS - OCTOBER 31 AND NOVEMBER 1, 2025

RUN DATE	RACE	AGE	2025 VALUE	2024 PURSE	2023 PURSE	DISTANCE
30-Oct	Let it Ride Stakes N/W S/S of \$60k at 1M o/o since April 1 (o/s)	3 YO	\$100,000	\$100,000	\$75,000	1 mile Turf
10/31/2025*	Thoroughbred Aftercare Alliance	2 YO	\$200,000	\$200,000	n/a	1 mile Turf
10/31/2025*	Golden State Juvenile Filies	F, 2 YO (CA-Bred)	\$175,000	\$175,000	n/a	7 furlongs
10/31/2025*	Ken Maddy Stakes	F/M 3 & up	\$200,000	\$200,000	n/a	5 furlongs Turf
10/31/2025*	Golden State Juvenile	2 YO (CA-Bred)	\$175,000	\$175,000	n/a	7 furlongs
11/1/2025*	Goldikova Stakes (Grade III)	F/M 3 & up	\$300,000	\$300,000	n/a	1 mile Turf
11/11/2023**	Kathryn Crosby Stakes N/W S/S of \$60K at 1M o/o since April 1 (o/s)	F/M 3 & up	n/a	n/a	\$75,000	1 mile Turf
8-Nov	Cary Grant Stakes	3 & up (CA-Bred)	\$100,000	\$100,000	\$100,000	7 furlongs
9-Nov	Betty Grable Stakes	F/M 3 & up (CA-Bred)	\$100,000	\$100,000	\$100,000	7 furlongs
15-Nov	Desi Arnaz Stakes	F, 2 YO	\$100,000	\$100,000	\$100,000	7 furlongs
16-Nov	Bob Hope Stakes-Grade III	2 YO	\$100,000	\$100,000	\$100,000	7 furlongs
22-Nov	Native Diver Stakes- Grade III	3 & up	\$100,000	\$100,000	\$100,000	1 1/8 miles
23-Nov	Red Carpet Stakes-Grade III	F/M 3 & up	\$100,000	\$100,000	\$100,000	1 3/8 miles Turf
28-Nov	Hollywood Turf Cup-Grade II	3 & up	\$200,000	\$200,000	\$200,000	1 1/2 miles Turf
29-Nov	Seabiscuit Handicap-Grade II	3 & up	\$200,000	\$200,000	\$200,000	1 1/16 miles Turf
29-Nov	Jimmy Durante Stakes-Grade III	F, 2 YO	\$100,000	\$100,000	\$100,000	1 mile Turf
29-Nov	Hollywood Derby-Grade I	3 YO	\$300,000	\$300,000	\$300,000	1 1/8 miles Turf
30-Nov	Stormy Liberal Stakes	3 & up	\$100,000	\$100,000	\$100,000	5 furlongs Turf
30-Nov	Cecil B. DeMille Stakes-Grade III	2 YO	\$100,000	\$100,000	\$100,000	1 mile Turf
30-Nov	Bayakoa Stakes-Grade III	F/M 3 & up	\$100,000	\$200,000		1 mile
30-Nov	Matriarch Stakes-Grade I	F/M 3 & up	\$300,000	\$300,000	\$300,000	1 mile Turf

*BREEDERS' CUP UNDERCARD STAKES

** In 2024 Kathryn Crosby stakes deleted due to conflict with the Breeders' Cup undercard stakes

EXHIBIT 2

POST TIMES FOR PROPOSED DAILY RACING PROGRAM

**2025 – FALL MEET
OCTOBER 30th TO NOVEMBER 30TH**

RACE	ALL DAYS	FRIDAY OCT 31st **	SATURDAY NOV. 1st **
1 st	12:30 p.m.	11:35 a.m.	10:05 a.m.
2 nd	1:00 p.m.	12:10 p.m.	10:40 a.m.
3 rd	1:30 p.m.	12:45 p.m.	11:15 a.m.
4 th	2:00 p.m.	1:25 p.m.	12:00 p.m.
5 th	2:30 p.m.	2:05 p.m.	12:41 p.m.
6 th	3:00 p.m.	2:45 p.m.	1:21 p.m.
7 th	3:30 p.m.	3:25 p.m.	2:01 p.m.
8 th	4:00 p.m.	4:05 p.m.	2:41 p.m.
9 th	4:30 p.m.	4:45 p.m.	3:25 p.m.
10 th *		5:25 p.m.	4:05 p.m.
11 th *			4:45 p.m.
12 th *			5:25 p.m.

* On certain days to be determined.

** Note: Post times on Friday, October 31st and Saturday, November 1st are tentative and subject to change. Breeders' Cup will release final post times closer to race day.

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: DEL MAR THOROUGHRED CLUB
2. State where incorporated: CALIFORNIA
3. Registry or file number for the corporation: 559096
4. Names of all officers and directors, titles, and the number of shares of the corporation held by each: SEE ATTACHMENT
5. Names (true names) of all persons, other than the officers and directors listed above, that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each: NONE
6. Number of outstanding shares in the corporation: 10
7. Are the shares listed for public trading? Yes No
If yes, on which exchange and how is the stock listed?
8. Name of the custodian of the list of shareholders and/or the transfer agent for the share holdings of the corporation: CHRIS JACZKO
9. If more than 50% of the shares are held by a parent corporation or are paired with any other corporation or entity, give the name of the parent and/or paired corporation or entity.
 - a. Is parent and/or paired corporation or entity a publicly traded or privately held company that guarantees the obligation of the applicant?
Yes No
If no, proceed to section F. If yes, answer questions 10 through 17, below.
10. Registered name of the corporation:
11. State where incorporated:
12. Registry or file number for the corporation:
13. Names of all officers and directors, titles, and the number of shares of the corporation held by each:
14. Names (true names) of all persons, other than the officers and directors listed above, that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each:

ATTACHMENT

C. CORPORATION

1. Registered name of the corporation: **Del Mar Thoroughbred Club**
2. State where incorporated: **California**
3. Registry or file number for the corporation: **559096**
4. Names of all officers and directors, titles, and the number of shares of the corporation held by each:

David H. Batchelder	Chairman of the Board	1 Share
Joseph W. Harper	Director & CEO	1 "
Rollin W. Baugh	Director	1 "
Bo Derek	Director	1 "
Kosta Hronis	Director	1 "
Bret Jones	Director	1 "
Warner Lusardi	Director	1 "
Fred Maas	Director	1 "
Marie G. Moretti	Director	1 "
Bill Strauss	Director	1 "
Josh Rubinstein	President	0
Ann Hall	Executive VP, Chief Operating Officer	0
Roel Dill	Executive VP, Chief Financial Officer	0
Thomas S. Robbins	Executive VP, Racing	0
Lynn Wright	Executive VP, Chief Accounting Officer	0
Michael R. Ernst	Executive VP, Finance	0
David Jerkens	Senior VP, Racing	0
Chris Jaczko	General Counsel, Corporate Secretary	0
Kim Jacobson	VP, Risk Management	0

15. Number of outstanding shares in the corporation:
16. Are the shares listed for public trading? Yes No
 If yes, on which exchange and how is the stock listed?
17. Name of the custodian of the list of shareholders and/or the transfer agent for the share holdings of the corporation:

D. LLC

1. Registered name of the LLC:
2. State where articles of organization are filed:
3. Registry or file number for the LLC:
4. Attach a list of the names of all members (including individuals (true names), corporations, other LLCs, and foreign entities), titles, and the number of shares of the LLC held by each.
5. Are the shares listed for public trading? Yes No
 If yes, on which exchange and how the stock is listed?
6. If more than 50% of the shares are held by a parent corporation or are paired with any other corporation or entity, give the name of the parent and/or paired corporation or entity.
 - a. Is parent and/or paired entity either a publicly traded or privately held company that guarantees the obligation of the applicant? Yes No
 If no, proceed to section F. If yes, answer questions 7 through 12, below.
7. Registered name of the LLC/Corporation:
8. State where articles of organization are filed:
9. Registry or file number for the LLC:
10. Attach a list of the names (true names) of all members (members may include individuals, corporations, other LLCs, and foreign entities), titles, and the number of shares of the LLC held by each.
11. Are the shares listed for public trading? Yes No
12. If yes, on what exchange and how the stock is listed:

E. OTHER

1. Name(s) of partners/sole proprietor:
2. If a partnership, attach partnership agreement.

F. FINANCIAL INFORMATION *

1. Attach the most recent audited annual financial statement or financial report for the applicant. The financial statement or financial report shall include all relevant financial information specific to the applicant, including the following:
 - Statement of Financial Position (also referred to as a balance sheet). Statement should report on applicant's assets, liabilities, contingent liabilities, and ownership equity as of the date of the prepared statement.

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

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

G. MANAGEMENT AND STAFF

1. Name and title of the managing officer and or/general manager of the association and the name and title of all department managers and staff, other than those listed in 13B, who will be listed in the official program: SEE ATTACHMENT
2. Name and title of the person(s) authorized to receive notices on behalf of the association and the mailing and email address of such person(s): JOSH RUBINSTEIN, PRESIDENT, PO BOX 700, DEL MAR, CA 92014

5. TAKE OUT PERCENTAGE

- A. If this is a Thoroughbred race meeting, will the percentage deducted for any type of wager be adjusted pursuant to Business and Professions Code section 19601.01?

Yes No

If no, proceed to subsection 6. If yes, identify the wager and the proposed takeout percentage.

Wager(s) to be adjusted: .50 CENT PNP / PLAYERS PICK FIVE WAGER-14% / \$3 Late Pick 3-15% / \$5 Late Double-\$15% / \$2 ROLLING DAILY DOUBLE-20% AND PICK3, POSITION 3 – 22%

Proposed percentage: %

1. Attach copy of written notice requesting the proposed takeout adjustment, the proposed percentage, and the wager(s) affected. The notice must include the written agreement of the Thoroughbred association and the horsemen’s organization for the meeting of the Thoroughbred association accepting the wager.

NOTICE TO APPLICANT: Pursuant to Business and Professions Code section 19601.01, notwithstanding any other provision of law, a Thoroughbred association or fair, upon the filing of

ATTACHMENT

4. RACING ASSOCIATION

G. MANAGEMENT AND STAFF

1. Name and title of the managing officer and/or general manager of the association and the name and title of all department managers and staff, other than those listed in 13B, who will be listed in the official program:

Josh Rubinstein	President
Ann Hall	Executive Vice President, Chief Operating Officer
Roel Dill	Executive Vice President, CFO
Thomas S. Robbins	Executive Vice President, Racing & Industry Relations
Lynn Wright	Executive Vice President, Chief Accounting Officer
Michael R. Ernst	Executive Vice President, Finance
Chris Jaczko	General Counsel, Corporate Secretary
David Jerkens	Senior Vice President, Racing
Kim Jacobson	Vice President, Risk Management
Sue Walls	Vice President, Facilities
Erin Bailey	Vice President, Marketing
Mac McBride	Director of Media
Claire Crawford	Director of Digital Media
Chris Bahr	Director of Events and Promotions
Bill Donahue	Director of Security
Ryan Frear	Director of Business Development & Production
Stacey Hickman	Director of Marketing
Paul Porter	Director of Simulcasting
William D. Navarro	Director of Mutuels
Nancy Bonforte	Director of Turf Club
Jeremy Laabs	Director of Group Sales
Leticia Anderson	Director of Group Relations
Ken West	Director of Plant and Purchasing
Dennis Moore	Director of Track Maintenance
John Beggin	Turf Course / Grounds Superintendent
Larry Collmus	Public Address Announcer



Josh Rubinstein
President

August 15, 2025

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

Dear Executive Director Chaney,

Pursuant to California Business and Professions Code Section 19601.01, Del Mar Thoroughbred Club ("DMTC"), after consultation with the Thoroughbred Owners of California (TOC), is hereby requesting takeout as set forth below to be offered during DMTC's 2025 Fall Race Season, October 30 – November 30.

- **Players Pick 5 / Rolling Doubles / Pick 3, Position 3:**
 1. **Players Pick 5 - .50¢ minimum wager on the first five (5) races on each day's card subject to a takeout rate of 14%**
 2. **\$3 Late Pick 3 - \$3 minimum subject to a takeout rate of 15%**
 3. **\$5 Late Double - \$5 minimum subject to a takeout rate of 15%**
 4. **\$2 Rolling Daily Double – subject to a takeout rate of 20%**
 5. **Pick 3, Position 3 – subject to a takeout rate of 22%**

- **Proposed Percentage:**
 - 14% takeout (Pick Five)**
 - 15% takeout (Late Pick 3)**
 - 15% takeout (Late Double)**
 - 20% takeout (Rolling Doubles)**
 - 22% takeout (Pick 3, Position 3)**

For reference, the Players Pick Five Wager, Rolling Doubles and Pick 3, Position 3 wagers are noted on DMTC's license application in Section 5(1).

Please contact me directly if you have any questions.

Regards,

A handwritten signature in black ink, appearing to read "Josh Rubinstein".

Josh Rubinstein,
President

cc: Joe Harper, DMTC – Mike Ernst, DMTC – Roel Dill, DMTC
Bill Nader, TOC



September 9, 2025

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

Dear Executive Director Chaney,


Del Mar Thoroughbred Club has contacted the Thoroughbred Owners of California (TOC) regarding the conducting of the following pools on each racing day of its Summer Race Season October 29, 2025 through December 2, 2025.

- **Players Pick 5 / Rolling Doubles / Pick 3, Position 3:**
 - **Players Pick 5 - .50¢ minimum wager on the first five (5) races on each day's card subject to a takeout rate of 14%**
 - **\$3 Late Pick 3 - \$3 minimum subject to a takeout rate of 15%**
 - **\$5 Late Double - \$5 minimum subject to a takeout rate of 15%**
 - **\$2 Rolling Daily Double – subject to a takeout rate of 20%**
 - **Pick 3, Position 3 – subject to a takeout rate of 22%**
- **Proposed Percentage:**
 - 14% takeout (Player Pick Five)**
 - 15% takeout (Late Pick 3)**
 - 15% takeout (Late Double)**
 - 20% takeout (Rolling Doubles)**
 - 22% takeout (Pick 3, Position 3)**

For reference, the Players Pick Five Wager, Rolling Doubles and Pick 3, Position 3 wagers are noted on DMTC's license application in Section 5(1).

The TOC agrees to all wagers listed above.

Regards,

DocuSigned by:

20CE9094162E418...
William A. Nader,
President and CEO

cc: Josh Rubinstein, DMTC
Lucy Myers, DMTC

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

6. HANDLE HISTORY

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

Year	Handle	Attendance
SEE ATTACHED		
Click or tap here to enter text.		

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

- A. Purse distribution:

- 1. All overnight races including overnight stakes:

Current meet estimate: SEE ATTACHED

Prior meet actual: Click or tap here to enter text.

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

Current meet estimate:

Prior meet actual:

- 2. Graded or Listed stakes:

Current meet estimate:

Prior meet actual:

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

Current meet estimate:

Prior meet actual:

6. HANDLE HISTORY

1. Complete the table below providing the last five years of handle and attendance for your racing association. If your association has been operating for fewer than five years, provide information for the period of time it has been in operation. If the racing association has changed ownership include the handle information for the previous racing association. **NA**
- 2.

Year (Fall Meet)	On-Track Handle	Off-Track Handle	On-Track Attendance	Off-Track Attendance
2020 – 15 day meet	1,680,747	194,583,337	1,934	38,988
2021 – 13 day meet	7,974,556	164,336,785	44,409	55,468
2022 – 13 day meet	7,585,449	157,437,100	47,523	57,346
2023 – 13 day meet	7,318,064	145,916,674	47,906	56,253
2024 – 14 day meet	7,433,040	160,213,932	46,049	62,369

3. California-bred stakes:

Current meet estimate:

Prior meet actual:

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

Current meet estimate:

Prior meet actual:

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

Current meet estimate:

Prior meet actual:

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

Current meet estimate:

Prior meet actual:

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

Current meet estimate:

Prior meet actual:

B. Purse Account Information:

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

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

Meet	Start Month/Year	\$Amount	Over/Under?
1			
2			
3			
4			
5			

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

Current meet estimate:

Prior meet actual:

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:

Total:

Total:

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

Current meet estimate:
Prior meet actual:

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

- 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:
Prior meet actual:

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

- G. Purse funds to be generated from interstate handle:
Current meet estimate:
Prior meet actual:

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

- H. Bank and account number for the Paymaster of Purses' purse account: Bank of America, 450 B Street, Suite 1500, San Diego, CA 92101, Account # [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 CUAMONGA, CA 91730 – (909) 944-6465 – CPA, craigbmiller@verizon.net

NOTICE TO APPLICANT: All funds generated and retained from on-track pari-mutuel handle that are obligated by law for distribution in the form of purses, breeders' awards, or other benefits to

ATTACHMENT

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

1. Purse distribution:

1. All overnight races including overnight stakes:

Current meet estimate: 14 Race Days **5,123,000**

Prior meet actual: 14 Race Days **4,783,564**

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

Current meet estimate: **365,929**

Prior meet actual: **341,683**

2. Gaded or Listed stakes:

Current meet estimate: **1,790,000**

Prior meet actual: **1,671,800**

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

Current meet estimate: **127,857**

Prior meet actual: **119,414**

3. California-bred stakes:

Current meet estimate: **200,000**

Prior meet actual: **200,000**

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

Current meet estimate: **14,286**

Prior meet actual: **14,286**

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

Current meet estimate: **11.17%**

Prior meet actual: **11.96%**

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

Current meet estimate: **6,913,000**

Prior meet actual: **6,455,364**

Average Daily Purse (7 A4 ÷ number of days):

Current meet estimate: **493,786**

Prior meet actual: **461,097**

B. Purse Account Information:
Amount in Purse Account at close of last meet (after purses paid): **180,173**

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

Meet	Start Month/Year	\$Amount	Over/Under?
1	JULY 2025	\$1,170,930	UNDER
2	OCT 2024	\$ 53,632	OVER
3	JULY 2024	\$1,034,807	OVER
4	NOV 2023	\$ 602,455	OVER
5	JULY 2023	\$1,466,568	OVER

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

Current meet estimate:	555,198
Prior meet actual:	558,385

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

	Current meet estimate:	Prior meet actual:
TOC Administration	63,719	53,846
CTT Administration	31,859	26,923
CTT Backstretch Pension	<u>63,719</u>	<u>53,846</u>
Total	159,297	134,615

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

Current meet estimate:	7,627,495
Prior meet actual:	7,148,364

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

Current meet estimate:	544,821
Prior meet actual:	510,597

F. Purse funds to be generated from on-track handle and intrastate off-track handle (excluding carry-overs from prior race meet(s):

Current meet estimate:	4,022,044
Prior meet actual:	3,657,288

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

Current meet estimate:	287,289
Prior meet actual:	261,235

G. Purse funds to be generated from interstate handle:

Current meet estimate: **3,241,215**

Prior meet actual: **3,026,196**

Average Daily Purse ($7 G \div$ number of days):

Current meet estimate: **231,515**

Prior meet actual: **216,157**

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

Bank of America, 450 B Street, Suite 1500, San Diego, CA 92101, Account # 

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

Bowen, McBeth, Inc., 10722 Arrow Route, Suite 110, Rancho Cucamonga, CA 91730 (909) 944-6465 – CPA, craigmiller@verizon.et

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: 700 – Reduced capacity for horse safety) SEE ATTACHED
- B. Minimum number of stalls believed necessary for the meeting: 500
- C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers: 1,345 Los Alamitos and San Luis Rey Downs / 1,900 Santa Anita (Open October 29 to 30 and December 01 to 02. Total 3,245 when Santa Anita Open)
- D. Name and location of each off-site auxiliary stabling area and the number of stalls to be maintained at each site: Los Alamitos 850 / San Luis Rey Downs 495 / Santa Anita 1,900
- E. Attach each contract or agreement between the association and the person(s) furnishing off-site stabling accommodations for eligible racehorses that cannot be provided stabling on-site. ON FILE

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

- F. Total number of usable stalls made available on-site for the **1986** meeting, pursuant to Business and Professions Code section 19535(c): 2,100 (Note: as of 2015 total number 2,000)
- G. State estimated cost to provide off-site stalls for this meeting. Show cost per day per stall. \$1,603,500 / \$14.22 cost per day per stall
- H. State estimated cost to provide vanning from off-site stalls for this meeting. Show fees to be paid for vanning per-horse. Estimated vanning cost to and from off-site stabling facilities: \$250,000 / Vanning per horse: **PLACED ON FILE AND MARKED CONFIDENTIAL.**

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: **ON FILE**
 - 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. **ATTACHED**

10. PARI-MUTUEL WAGERING PROGRAM

- A. Pursuant to Business and Professions Code section 19599, and with the approval of the CHRB, associations may elect to offer wagering programs using CHRB Pari-mutuel Rules, the Association of Racing Commissioners International (ARCI) Uniform Rules of Racing, Chapter 9, Pari-mutuel Wagering, or a combination of both. Please complete the following schedule for the types of wagering other than WPS and the minimum wager amount for each.

Use DD for daily double, E for exacta (special quinella), PK3 for pick three, PK4 for select four, PNP for pick (n) pool, PPN for place pick (n), Q for quinella, SF for superfecta, TRI for trifecta, and US for unlimited sweepstakes (pick 9).

	TYPE OF WAGERS	APPLICABLE RULES
Example Race:	\$1 E; \$1 Double	CHRB #1959; ARCI #VE
Race #1	SEE ATTACHMENT	
Race #2		
Race #3		
Race #4		
Race #5		

ATTACHMENT

8. STABLE ACCOMMODATIONS

- A. Number of usable stalls available for racehorses at the track where the meeting is held:
700 (Reduced capacity for horse safety)
- B. Minimum number of stalls believed necessary for the meeting:
500
- C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers:
1,345 Los Alamitos and San Luis Rey Downs
1,900 Santa Anita Open 10/29 – 10/31 and 12/1 and 12/2

3,245 Total (when Santa Anita Open)
- D. Name and location of each off-site auxiliary stabling area and the number of stalls to be maintained at each site:
- **Los Alamitos 850**
 - **San Luis Rey Downs 495**
 - **Santa Anita 1,900**
- E. Attach each contract or agreement between the association and the person(s) furnishing off-site stabling accommodations for eligible racehorses that cannot be provided stabling on-site. **ON FILE**

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

- F. Total number of usable stalls made available on-site for the **1986** meeting, pursuant to Business and Professions Code section 19535(c): **2,100 (Note: as of 2015 total number 2,000)**
- G. Estimated cost to provide off-site stalls for this meeting. Show cost per day per stall:
\$1,603,500
\$ 14.22 cost per day per stall
- H. Estimated cost to provide vanning from off-site stalls for this meeting. Show fees to be paid for vanning per-horse:
Estimated vanning cost to and from off-site stabling facilities: \$250,000

Vanning fees per horse: PLACED ON FILE AND MARKED CONFIDENTIAL
Amounts for 2025: ON FILE

**DMTC/SANTA ANITA
VETERINARIAN LIST 2025**

VETERINARIAN NAME	CONTACT NUMBER	PRACTICE
ANDERSON, ELIZABETH	(626) 808-2508	SELF
ARAUJO, JOHN	(626) 893-7612	SELF
BAKER, VINCE	(714) 269-1301	BAKER
BIRCH, SARAH	(614) 783-1237	SELF
BLUE, MELINDA	(626) 233-9922	BLUE
BRADLEY, SAM	(310) 339-7666	BAKER
BUERCHLER, SABINA	(626) 536-8080	SELF
CANFIELD, CATHY	(626) 372-4571	BAKER
CARPENTER, RYAN	(805) 320-4811	BAKER
DOWD, JOE	(818) 400-7498	SELF
FINLEY, JENN	(626) 422-6412	FINLEY
HARDGROVE, NICOLA	(310) 617-6727	LOS ALAMITOS/SANTA ANITA
McAFOOS, JESS	(618) 927-0908	BLUE
VALKO, KAREN	(951) 317-7935	STEPPE/VALKO
VON BLUECHER, HELMUTH	(626) 862-6147	FINLEY
SEIM, AMY	(651) 249-5905	SELF
JONES, SARAH	(970) 799-9603	BIRCH/ANDERSON
REGULATORY VETERINARIANS		
GRANDE, TIM	(626) 476-8743	DMTC/CHRB
GRANT, BARRIE	(760) 585-6158	DMTC/CHRB
FITZGERALD, BECKY	(562) 266-7692	LOS AL OFFICIAL TRACK VET
BLEA, JEFF	(626) 862-6149	EMD
PATTIO, NOLTON	(626) 759-2380	DMTC/CHRB
PIRRONE, MIKE	(575) 312-9684	LASIX
JENKINS, CHUCK	(970)217-8132	
CASSADY, BRENT	(470) 435-1396	
BOHANNON, LAURIE	(916) 202-7052	

BECK, GARY	(559) 301-0360	LOS AL/CHRB
MOSER, BRYN	(951) 279-5070	LA MONITORING
SAPP, KELSEY	(210) 602-1004	LA/CHRB

ATTACHMENT

9. EQUINE EMERGENCY SERVICES

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

There is a rotation of private veterinarians' onsite during all training and racing hours. Names and emergency telephone numbers has been placed ON FILE with the CHRB. Tom Robbins, Executive VP Racing, (858) 755-1141 ext. 3804, is responsible for contacting veterinarian. Dr. Jeff Blea will ensure that all veterinarians have valid licenses through DMTC's fall meet.

1. Attach a schedule listing the dates and times that the racing veterinarian will be available onsite during training hours, workouts and during racing for the association and auxiliary sites.

10.20.25–12.5.25 Del Mar Race Track (Association) Training and Racing

5:30am – 9:30am

Prior to Opening Day and once the main track opens for training (10/20/25), DMTC will have a veterinarian present (Brent Cassady, Chuck Jenkins, Nolton Pattio and/or Michael Pirrone) during training hours to respond to any needs. As more horses arrive after opening day, private practitioners for each trainer will be present. These veterinarians are present during training hours and available to treat their patients should the need arise. We have submitted a more detailed Horse/Rider Down On-Track/Emergency Response Protocol, which is to be placed ON FILE as part of Section 16 Emergency Services.

DMTC will provide a list of all on-site trainers, along with their private practitioners and contact numbers, to the Stable Office, Main Stable Gate, Clockers and Outriders. ON-FILE is a list of veterinarians at DMTC's two authorized training facilities, Los Alamitos and San Luis Rey Downs. In addition, the list of DMTC regulatory veterinarians, along with their contact information, has been submitted to be placed ON-FILE. The regulatory veterinarians are present for much of the morning training hours as they perform the soundness exams in the morning hours, as well as being present to monitor the afternoon racing programs.

Year Round Los Alamitos Race Course (Auxiliary) Training

5:30 am – 10:30 am

Los Alamitos Race Course has a veterinarian present during its training hours. Veterinarians' contact numbers ON FILE.

Year Round San Luis Rey Downs (Auxiliary) Training

5:30 am – 10:30 am

San Luis Rey Downs has a veterinarian present during training hours. Contact numbers ON FILE.

Del Mar Thoroughbred Club Wagering Menu and Information (Fall 2025)

	W/P/S	Parlay	Quinella	Exacta	Trifecta / Superfecta	DD	Late DD	Pick 3	Late Pick 3	PPN	E PNP 4	M PNP 4	L PNP 4	E PNP 5	L PNP 5	PNP 6	Penta
1	X	X	X	X	X	X		X		X				X			
2	X	X	X	X	X	X		X		X	X						
3	X	X	X	X	X	X		X		X						*	
4	X	X	X	X	X	X		X		X		X			*	*	
5	X	X	X	X	X	X		X		X			*		*		
6	X	X	X	X	X	X			*	X			*				
7	X	X	X	X	X		*		*	X							
8	X	*	X	X	X		*			X							X
9	X		X	X	X					*							*

*When applicable

Wager	Rule	Takeout	Minimum Wager Amount and other Information
Win/Place/Show	CHRB 1954	15.43%	\$2 Win, Place, Show on all eligible races.
Parlay	CHRB 1954.1	15.43%	\$2 Win, Place, Show parlay is available on every eligible race. The wager must combine at least two but not more than six races.
Quinella	CHRB 1958	22.68%	\$2 Quinella on all eligible races.
Exacta	CHRB 1959	22.68%	\$1 Exacta on all eligible races.
Trifecta	CHRB 1979	23.68%	\$.50 Trifecta on all eligible races.
Superfecta	CHRB 1979.1	23.68%	\$.10 Superfecta on all eligible races.
Daily Double (DD)	CHRB 1957	20.00%	\$2 Rolling Daily Double, on all eligible races
Daily Double (Late Double)	CHRB 1957	15.00%	\$5 Late Daily Double on last two races.
Pick 3	CHRB 1977	23.68%	\$.50 Rolling Pick 3 on all eligible races
Pick 3 (Late Pick 3)	CHRB 1977	15.00%	\$3 Late Pick 3 on last three races.
PPN (Place Pick All)	CHRB 1976.8	23.68%	\$1 Place Pick All.
PNP4 (Early Pick 4)	CHRB 1976.9	23.68%	\$.50 Pick 4 on races 2-5; No consolation; 100% payout; Alternate runner provision
PNP4 (Middle Pick 4)	CHRB 1976.9	23.68%	\$.50 Pick 4 on races 4-7; No consolation; 100% payout; Alternate runner provision
PNP4 (Late Pick 4)	CHRB 1976.9	23.68%	\$.50 Pick 4 last four races; No consolation; 100% payout; Alternate runner provision
Early PNP5 (Early Pick 5)	CHRB 1976.9	14.00%	\$.50 Pick 5 on first five races; 100% payout to all tickets selecting five winners; No consolation; 100% carryover to next day's Early Pick 5 if no ticket has five winners; Alternate runner provision.
Late PNP5 (Late Pick 5)	CHRB 1976.9	23.68%	\$.50 Pick 5 on last five races; 100% payout to all tickets selecting five winners; No consolation; 100% carryover to next day's Late Pick 5 if no ticket has five winners; Alternate runner provision.
PNP6 (Pick 6)	CHRB 1976.9	23.68%	\$2 Pick 6 on the last six live races each day: 80% to the major pool and 20% to the minor.
Pentafecta (Super High 5)	ARCI 004-105(X)(4)	23.68%	\$.50 Super High 5 on last race of the day; 100% payout on all tickets selecting five winners; No consolation; 100% carryover to next race day SH5 if applicable.
Pick 3 Position 3 (Three by Three)	ARCI 004-105(T)(4)(F)	22.00%	\$1 Pick 3 Position 3. Three designated consecutive races will be used for the Three by Three. Scratch Rule Method 1 (ARCI-004-105(T)(7)(c)(A)) will be used. The winner of any share of the pool also qualifies for all additional tiers that require fewer winning selections. Minor shares that are not hit will carry over to the minor shares for the next Three by Three. Major Share – 85.007%; Minor Share #1 – 8 horses selected in exact position – 10.251%; Minor Share #2 – 7 horses selected in exact position – 3.990%; Minor Share #3 – 6 horses selected in exact position – 0.650%; Minor Share #4 – 5 horses selected in exact position – 0.080%; Minor Share #5 – range of 3-4 horses selected in exact position – 0.022%; Principal Minor Share – 0%.

Breeders Cup World Championships Wagering Menu and Information 2025

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

*When applicable

Wager	Rule	Takeout	Minimum Wager Amount and other Information
Win/Place/Show	CHRB 1954	15.43%	\$2 Win, Place, Show on all eligible races.
Exacta	CHRB 1959	22.68%	\$1 Exacta on all eligible races.
Trifecta	CHRB 1979	23.68%	\$.50 Trifecta on all eligible races.
Superfecta	CHRB 1979.1	23.68%	\$.10 Superfecta on all eligible races.
Daily Double (DD)	CHRB 1957	20.00%	\$1 Rolling Daily Double**
Pick 3	CHRB 1977	23.68%	\$.50 Rolling Pick 3 on all eligible races \$3 All Turf Pick 3, Friday (Juvenile Turf Sprint, Juvenile Filly Turf, Juvenile Turf)
PNP4 (Pick 4)	CHRB 1976.9	23.68%	\$.50 Pick 4 on Friday races 2-5, races 4-7, races 7-10. \$.50 Pick 4 on Saturday races 2-5, races 4-7, races 6-9, races 7-10, races 9-12 \$.50 All Turf Pick 4 (Turf Sprint, Turf, Mile, F&M Turf) \$.50 All Dirt Pick 4 (F&M Sprint, Sprint, Distaff, Classic) No consolation; 100% payout; Alternate runner provision.
Early PNP5 (Early Pick 5)	CHRB 1976.9	14.00%	\$.50 Pick 5 on first five races Friday and Saturday; Friday's early Pick 5 may carryover into Saturday. All Pick 5 carryovers including the early Pick 5 on Saturday will roll to the late Pick 5 on Saturday. Mandatory Payout on Saturday. Alternate runner provision.
Middle PNP5 (Middle Pick 5)	CHRB 1976.9	23.68%	\$.50 Pick 5 on Friday races 3-7. Friday's middle Pick 5 may carryover into Saturday. All Pick 5 carryovers including the middle Pick 5 on Friday will roll to the late Pick 5 on Saturday. Saturday middle pick 5 races 5-9. Mandatory Payout on Saturday middle Pick 5. Alternate runner provision.
Late PNP5 (Late Pick 5)	CHRB 1976.9	23.68%	\$.50 Pick 5 on last five races Friday and Saturday; Friday's late Pick 5 may carryover into Saturday. All Pick 5 carryovers will roll to the late Pick 5 on Saturday. Mandatory Payout on Saturday. Alternate runner provision.
PNP6 (Pick 6)	CHRB 1976.9	23.68%	\$1 Pick 6 on the last six live races each day. 80% major pool and the 20% minor pool. Fridays Pick 6 may carryover to Saturday. Mandatory Payout on Saturday. Alternate runner provision
(Pentafecta) Super High 5	ARCI 004-105(X)(4)	23.68%	\$.50 Super High 5 on all eligible races; 100% payout on all tickets selecting five winners; No consolation; 100% carryover to next race SH5 if applicable.

** Special Two-Day Daily Doubles: Juvenile Fillies to Distaff; Juvenile to Classic, Juvenile Turf to Turf

** Special Daily Double Saturday: Distaff to Classic

ATTACHMENT

10. PARI-MUTUEL WAGERING PROGRAM (F) AND (G)

- F. Type(s) of pari-mutuel or totalizator equipment to be used by the association and the simulcast organization, name of the person(s) supplying equipment, and expiration date of the service contract:

Totalisator Central System

American Totalisator, Inc. (AmTote)

Primary system at ViaWest Data Center located in Portland Oregon

AmTote Representative:

Bob Sloan (1-443-798-0878) bob.sloan@amtote.com

Contract Expiration Date: 10/30/2030

Terminals

F3000e – Convertible teller and self-service unit; IP based, touch screen and keyboard operated.

V3000e – Self Service terminals, touch screen, bill accepting, ticket in/out.

AWSST – Account wagering self-service unit. Touch screen account based terminal.

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

TAKEOUT PERCENTAGE

(Example) PNP5-14%

TAKE OUT PERCENTAGE

14.00 %	Early PNP5
15.43 %	W/P/S; Parlay
20.00 %	DD
22.00%	Pick3, Position3
22.68 %	E; Q
23.68 %	TRI; SF; PK3; PNP6; SuperH5; PPN; PNP4, Late PNP5

11. ADVANCE DEPOSIT WAGERING (ADW)

- A. Identify the ADW provider(s) to be used by the association for this race meeting. DMTC, in cooperation with Thoroughbred Owners of California and via Monarch Content Management LLC, has signed agreements in place with the following Advance Deposit Wagering (ADW) companies to conduct Internet and telephone wagering from California residents: Caesars NYRA CA, DraftKings, FanDuel TVG, NYRA Bets CA, TVG, Twin Spires, Twinspires BetAmerica, Watch and Wager, Expressnet. AmWest. In addition, several other ADW companies (complete list on file) have access to Del Mar's content for Internet wagering in states for which ADW is approved by law.
- B. Attach a copy of the agreement/contract with each ADW provider to be used for this race meeting. ON FILE
- C. Have the agreements/contracts been approved by the respective horsemen's groups?
 Yes No
 If yes, attach a copy of the approval. If no, explain the status of the approval.
 EXHIBIT 4

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

12. SIMULCAST WAGERING PROGRAM

- A. Simulcast organization engaged by the association to conduct simulcast wagering: Southern California Off Track Wagering, Inc. "SCOTWINC"
- B. Attach the agreement between the association and simulcast organization permitting the organization to use the association's live audiovisual signal for wagering purposes and providing access to its totalizator for the purpose of combining on-track and off-track pari-mutuel pools. EXTENSION LETTER ON FILE
- C. California simulcast facilities the association proposes to offer its live audiovisual signal: EXHIBIT 5
- D. Out-of-state wagering systems the association proposes to offer its live audiovisual



EXHIBIT 4

September 9, 2025

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

RE: Del Mar Fall 2025 Race Meeting ADW Approvals

Dear Mr. Rubinstein,

Pursuant to the Interstate Horseracing Act and applicable California law, the Thoroughbred Owners of California (TOC) agrees to the use of Del Mar Thoroughbred Club (DMTC) race signals under the terms and conditions set forth below.

Pursuant to Section 29, Intrastate Advance Deposit Wagering ("ADW") of the Race Meet Agreement between TOC and DMTC, and the Geo-Location Agreement (Exhibit A) between TOC and each ADW provider, DMTC shall be permitted to transmit race signal to California-licensed ADW providers TVG 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 2025 Del Mar Fall race meeting, October 29 through December 2, 2025, as follows:

1. California wagering on DMTC races:

- a. TVG, XpressBet, TwinSpires, and NYRA may deduct a Hub Fee of 5.0% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- b. BetAmerica may deduct a Hub Fee of 4.2% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- c. Watch and Wager, 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:

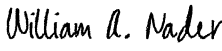
- a. TVG, XpressBet, TwinSpires, DK Horse, Caesars, MGM, and NYRA may deduct a Hub Fee of 5.0% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- b. BetAmerica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

- a. TVG, XpressBet, TwinSpires and NYRA shall pay a Host Fee of no less than 8.5% of gross out-of-state handle wagered by out-of-state account holders, plus a 1.25% California Purse Fee per SB 1072.
- b. BetAmerica, Watch and Wager, 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: Lucy Myers



Josh Rubinstein
President

April 2, 2025

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

Re: Extension of DMTC/SCOTWINC Agreement

Executive Director Chaney,

According to the Agreement entered into as of April 26, 2016, by and between Southern California Off-Track Wagering Incorporated and the Del Mar Thoroughbred Club, this Agreement was automatically extended for one year through April 26, 2026, as neither SCOTWINC or Del Mar Thoroughbred Club delivered notice for non-renewal in accordance with the terms of the Agreement.

If you have any questions, or need additional information, please feel free to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Josh Rubinstein", written over a white background.

Josh Rubinstein,
President

cc: Mr. Rick Baedeker, SCOTWINC
Cynthia Alameda, CHRB

EXHIBIT 5
(If applicable)

Satellites

Alameda County Fair, Pleasanton
Antelope Valley Fair, Lancaster
Big Fresno Fair, Fresno
Cabazon Fantasy Springs Casino, Indio
California State Fair & Expo, Sacramento
Fairplex Park @ Barretts, Pomona
Hollywood Park Casino, Inglewood
Los Alamitos Racecourse, Los Alamitos
Monterey County Fair, Monterey
National Orange Show, San Bernardino
San Bernardino County Fair, Victorville
San Joaquin County Fair, Stockton
San Mateo Event Center, San Mateo
Santa Anita Park, Arcadia
Santa Clara County Fair, San Jose
Solano County Fair, Vallejo
Sports Pavilion, the Farmers Fair, Lake Perris
Ventura County Fair, Ventura
Viejas Casino & Turf Club, Alpine

EXHIBIT 6
(If applicable)

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

EXHIBIT 6
(If applicable)

Horsemen of Iowa Simulcasting, Iowa	NYRA Bets, New York
Horseshoe Indianapolis, Indiana	Newport Jai-Alai, Rhode Island
Idaho Fall OTB, Idaho	Northfield Park, Ohio
Idabet, Iowa	Northlands Park, Canada
Inverness Raceway, Canada	Northville Downs, Michigan
Intermountain Racing, Idaho	Nugget Casino, Mississippi
John Martins Manor, Maine	Oaklawn Park, Arkansas
Kawartha Downs, Ontario	Oaklawn Park ADW, Arkansas
Keeneland, Kentucky	Ocean Downs, Maryland
Keeneland Select ADW, Kentucky	Offtrackbetting.com, Oregon
Kentucky Downs, Kentucky	Oregon Off-Tracks, Oregon
Kentucky OTB, Kentucky	Oneida Bingo and Casino, Oklahoma
Las Vegas Dissemination Company, Nevada	Ontario Teletheatre, Ontario
Lewiston OTB, Maine	Panama OTB Network, Panama
Lien Games, North Dakota	PariBet ADW, North Dakota
Lincoln Greyhound Park, Rhode Island	PariBet OTB, North Dakota
Lone Star Race Park, Texas	Paragon Casino, Louisiana
Louisiana Downs, Louisiana	Penn National, Pennsylvania
Magna Bet, Austria	Penn National ADW, Pennsylvania
Mahoning Valley Race Course, OH	PARX, Pennsylvania
Maronas Race Track, Uruguay	Peru Jockey Club, Peru
Marquis Downs, Saskatchewan	Peru OTB Network, Peru
Maryland Jockey Club, Maryland	Phumelela, South Africa
Maywood Park, Illinois	PARX ADW, Pennsylvania
Meadowlands, New Jersey	Picov Downs, Canada
Meskwaki Casino, Oklahoma	Pimlico Race Course, Maryland
Miami Valley Gaming, Ohio	Plainridge Race Course, Massachusetts
Millennium Racing, Trinidad	Plainridge ADW, Massachusetts
Mobile Greyhound Park, Alabama	Player Management Group, CA
Mohegan Sun, Pennsylvania	PMU Brazil, Brazil
Mohawk Harness, Ontario	Pocono Downs, Pennsylvania
Monmouth Park, New Jersey	Pocono Downs ADW, Pennsylvania
Montana OTB, Montana	Pojoaque Casino, Oklahoma
Montericco Simulcasting, Peru	Portland Meadows, Oregon
Monticello Raceway, NY	Potawatomi Casino, Wisconsin
Mountaineer Park, West Virginia	Prairie Meadows, Iowa
Nassau Regional OTB, New York	Premier Gateway International, S.A.
Nebraska State Fair Park, Nebraska	Premier Turf Club, North Dakota
Nevada Dissemination Services, Nevada	Presque Isle Downs, Pennsylvania
Nevada Pari-Mutuel Association, Nevada	Racing and Gaming Services, St Kitts
New Jersey Mobile, New Jersey	Racing and Wagering, Western Australia
New Palace Casino, Mississippi	Red Mile, Kentucky
New Zealand Racing Board, NZ	Remington Park, Oklahoma
NYRA, New York	Retama Park, Texas
NYRA Bets, Oregon	Rideau Carleton Raceway, Canada
NYRA Bets, Illinois	Riders Up OTB, Oklahoma

EXHIBIT 6
(If applicable)

Rillito Park, Arizona	Turf del Norte, Tribecta D.R.
Rockingham Park, New Hampshire	Turf Paradise, Arizona
Rocky Mountain Turf Club, Canada	Turfway Park, Kentucky
Rosecroft Raceway, Maryland	Twin River Greyhounds, RI
Royal Beach Casino, St Kitts	TwinSpires, Kentucky
Ruidoso Downs, New Mexico	TwinSpires High Volume, Kentucky
Running Aces Harness Park, Minnesota	UK Tote, Ireland
Sam Houston Park, Texas	US Offtrack, Florida
Saratoga Harness, New York	Valley Greyhound Park, Texas
Scarlet Pearl, Mississippi	Velocity Wagering Ltd., KY
Scioto Downs, Ohio	Venezuela OTB, Venezuela
Seabrook Greyhound Park, NH	Vernon Downs, New York
Seabrook Greyhound Park ADW, NH	Victoryland Greyhounds, Alabama
Shoreline Star Greyhounds, Connecticut	Virginia Equine Alliance, Virginia
Skydancer Casino, Oklahoma	Watch and Wager, LLC, San Francisco
Sol Mutuel, St Kitts	Western Fair, Ontario
Sol Mutuel Otrobanda, St Kitts	Western Regional OTB, New York
Southland Greyhound Park, Arkansas	Wheeling Downs, Canada
Sports Center, Kentucky	Will Rogers Downs, Oklahoma
State Fair, Nebraska	Woodbine Entertainment Corp, Ontario
Suaposta ADW, Brazil	Wyoming Downs, Wyoming
Suffolk District OTB, New York	Wyoming Horse Racing LLC, Wyoming
Suffolk Downs, Massachusetts	XpressBet, Arizona
Sunland Park Racetrack, New Mexico	XpressBet, Illinois
Sun Ray Park, New Mexico	XpressBet, (GWS)
TabCorp, Australia	XpressBet, Pennsylvania
Tampa Bay Downs, Florida	Xpressbet, Southern Alberta
TattsBet, Australia	Yonkers Raceway, New York
Taunton Dog Track, New Hampshire	Yonkers Empire City Bets, New York
Taunton Dog Track ADW, New Hampshire	Zia Park, New Mexico
TBC Teletheatre, British Columbia	123Gaming, Oregon
The Greenbrier Resort, West Virginia	
The Meadows, Pennsylvania	
The Meadows ADW, Pennsylvania	
Thistledown, Ohio	
Tioga Downs, New York	
Tote Investment Services, Trinidad	
Tri-State Greyhound, West Virginia	
Truro Raceway, Canada	
TVG, Arizona	
TVG Chester, Pennsylvania	
TVG High Volume, Los Angeles	
TVG, Los Angeles	
TVG, Massachusetts	
TVG Prairie Meadows, Iowa	
Turf del Norte, Mexico	

signal: EXHIBIT 6

- E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the association: EXHIBIT 7
- F. California minisatellite wagering facilities the association proposes to offer its live audiovisual signal: EXHIBIT 8
- G. For **THOROUGHBRED** racing associations, list the host track from which the association proposes to import out-of-state and/or out-of-country Thoroughbred races. Include the dates imported races will be held, and indicate whether a full card will be accepted. If the full card will not be imported, state “selected feature and/or stakes races”.

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

THOROUGHBRED SIMULCAST RACES TO BE IMPORTED

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

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

QUARTER HORSE SIMULCAST RACES TO BE IMPORTED

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

- 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 Races	and/or Stakes Races
N/A			

EXHIBIT 7
(If applicable)

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

EXHIBIT 7
(If applicable)

John Martins Manor, Maine	Oaklawn Park ADW, Arkansas
Kawartha Downs, Ontario	Ocean Downs, Maryland
Keeneland, Kentucky	Offtrackbetting.com, Oregon
Keeneland Select ADW, Kentucky	Oregon Off-Tracks, Oregon
Kentucky Downs, Kentucky	Oneida Bingo and Casino, Oklahoma
Kentucky OTB, Kentucky	Ontario Teletheatre, Ontario
Las Vegas Dissemination Company, Nevada	Panama OTB Network, Panama
Lewiston OTB, Maine	PariBet ADW, North Dakota
Lien Games, North Dakota	PariBet OTB, North Dakota
Lincoln Greyhound Park, Rhode Island	Paragon Casino, Louisiana
Lone Star Race Park, Texas	Penn National, Pennsylvania
Louisiana Downs, Louisiana	Penn National ADW, Pennsylvania
Magna Bet, Austria	PARX, Pennsylvania
Mahoning Valley Race Course, OH	Peru Jockey Club, Peru
Maronas Race Track, Uruguay	Peru OTB Network, Peru
Marquis Downs, Saskatchewan	Phumelela, South Africa
Maryland Jockey Club, Maryland	PARX ADW, Pennsylvania
Maywood Park, Illinois	Picov Downs, Canada
Meadowlands, New Jersey	Pimlico Race Course, Maryland
Meskwaki Casino, Oklahoma	Plainridge Race Course, Massachusetts
Miami Valley Gaming, Ohio	Plainridge ADW, Massachusetts
Millennium Racing, Trinidad	Player Management Group, CA
Mobile Greyhound Park, Alabama	PMU Brazil, Brazil
Mohegan Sun, Pennsylvania	Pocono Downs, Pennsylvania
Mohawk Harness, Ontario	Pocono Downs ADW, Pennsylvania
Monmouth Park, New Jersey	Pojoaque Casino, Oklahoma
Montana OTB, Montana	Portland Meadows, Oregon
Montericco Simulcasting, Peru	Potawatomi Casino, Wisconsin
Monticello Raceway, NY	Prairie Meadows, Iowa
Mountaineer Park, West Virginia	Premier Gateway International, S.A.
Nassau Regional OTB, New York	Premier Turf Club, North Dakota
Nebraska State Fair Park, Nebraska	Presque Isle Downs, Pennsylvania
Nevada Dissemination Services, Nevada	Racing and Gaming Services, St Kitts
Nevada Pari-Mutuel Association, Nevada	Red Mile, Kentucky
New Jersey Mobile, New Jersey	Remington Park, Oklahoma
New Palace Casino, Mississippi	Retama Park, Texas
NYRA, New York	Rideau Carleton Raceway, Canada
NYRA Bets, Oregon	Riders Up OTB, Oklahoma
NYRA Bets, Illinois	Rillito Park, Arizona
NYRA Bets, New York	Rockingham Park, New Hampshire
Newport Jai-Alai, Rhode Island	Rocky Mountain Turf Club, Canada
Northfield Park, Ohio	Rosecroft Raceway, Maryland
Northlands Park, Canada	Royal Beach Casino, St Kitts
Northville Downs, Michigan	Ruidoso Downs, New Mexico
Nugget Casino, Mississippi	Running Aces Harness Park, Minnesota
Oaklawn Park, Arkansas	Sam Houston Park, Texas

EXHIBIT 7
(If applicable)

Saratoga Harness, New York	Venezuela OTB, Venezuela
Scarlet Pearl, Mississippi	Vernon Downs, New York
Scioto Downs, Ohio	Victoryland Greyhounds, Alabama
Seabrook Greyhound Park, NH	Virginia Equine Alliance, Virginia
Seabrook Greyhound Park ADW, NH	Watch and Wager, LLC, San Francisco
Shoreline Star Greyhounds, Connecticut	Western Fair, Ontario
Skydancer Casino, Oklahoma	Western Regional OTB, New York
Sol Mutuel, St Kitts	Wheeling Downs, Canada
Sol Mutuel Otrobanda, St Kitts	Will Rogers Downs, Oklahoma
Southland Greyhound Park, Arkansas	Woodbine Entertainment Corp, Ontario
Sports Center, Kentucky	Wyoming Downs, Wyoming
State Fair, Nebraska	Wyoming Horse Racing LLC, Wyoming
Suaposta ADW, Brazil	XpressBet, Arizona
Suffolk District OTB, New York	XpressBet, Illinois
Suffolk Downs, Massachusetts	XpressBet, Pennsylvania
Sunland Park Racetrack, New Mexico	Xpressbet, Southern Alberta
Sun Ray Park, New Mexico	Yonkers Raceway, New York
Tampa Bay Downs, Florida	Yonkers Empire City Bets, New York
Taunton Dog Track, New Hampshire	Zia Park, New Mexico
Taunton Dog Track ADW, New Hampshire	123Gaming, Oregon
TBC Teletheatre, British Columbia	
The Greenbrier Resort, West Virginia	
The Meadows, Pennsylvania	
The Meadows ADW, Pennsylvania	
Thistledown, Ohio	
Tioga Downs, New York	
Tote Investment Services, Trinidad	
Tri-State Greyhound, West Virginia	
Truro Raceway, Canada	
TVG, Arizona	
TVG Chester, Pennsylvania	
TVG High Volume, Los Angeles	
TVG, Los Angeles	
TVG, Massachusetts	
TVG Prairie Meadows, Iowa	
Turf del Norte, Mexico	
Turf del Norte, Tribecta D.R.	
Turf Paradise, Arizona	
Turfway Park, Kentucky	
Twin River Greyhounds, RI	
TwinSpires, Kentucky	
TwinSpires High Volume, Kentucky	
UK Tote, Ireland	
US Offtrack, Florida	
Valley Greyhound Park, Texas	
Velocity Wagering Ltd., KY	

EXHIBIT 8
(If applicable)

Mini-Satellites

M1. Commerce Casino
6131 East Telegraph Road
Commerce, CA 90040
Phone: (323) 803-3693
Contact: Edgar Wong

M2. Santa Clarita Lanes
21615 W. Soledad Canyon Rd.
Saugus, CA 93454
Phone: (661) 254-0540
Contact: Tom Cristi

M3. Sammy's Original
23221 Lake Center Drive
Lake Forest, CA 92630
Phone: (949) 716-2367
Contact: Pete Genovese

M4. Oaks Local Craft Kitchen & Bar
1345 E. Thousand Oaks Blvd.
Thousand Oaks CA. 91362
Phone: (805) 777-7418
Contact: Robert Haupt

M5. Firehouse Restaurant
7701 White Avenue
Bakersfield, CA 93313
PH: 661-831-4688
Contact: Russ Johnson

M6. Lake Elsinore Hotel
20930 Malaga Road
Lake Elsinore, CA 92530
PH: 951-674-5160
Contact: Pat Wilmes

EXHIBIT 8
(If applicable)

M7. Sports Grill and Turf Club
3230 Hamner Avenue
Norco, CA 92860
PH: 951-692-3572
Contact: Jim Baerwald

M8. The Derby Room at Glen Arden
357 Arden Ave
Glendale, CA 91203
PH: 818-245-6397
Contact: Jim Baerwald

M9. New OC Tavern
2369 South El Camino Real
San Clemente, CA 92672
Phone 949-503-1879
Contact: Rick Baedeker

M10. Gaslamp Tavern
868 5th Avenue
San Diego, CA 92101
PH: 619-239-3339
Contact: Rick Baedeker

EXHIBIT 9
(if applicable)

Full & Partial Cards

Aqueduct: October 30, 2025 – November 30, 2025
Churchill Downs: October 30, 2025 – November 30, 2025
Delta Downs: October 30, 2025 – November 30, 2025
Gulfstream Park: October 30, 2025 – November 30, 2025
Fairgrounds: October 30, 2025 – November 30, 2025
Finger Lakes: October 30, 2025 – November 30, 2025
Hawthorne Racecourse: October 30, 2025 – November 30, 2025
Laurel Park: October 30, 2025 – November 30, 2025
Mahoning Valley: October 30, 2025 – November 30, 2025
Mountaineer Park: October 30, 2025 – November 30, 2025
PARX Racing: October 30, 2025 – November 30, 2025
Penn National: October 30, 2025 – November 30, 2025
Tampa Bay: October 30, 2025 – November 30, 2025
Turf Paradise: October 30, 2025 – November 30, 2025
Turfway Park: October 30, 2025 – November 30, 2025
Zia Park: October 30, 2025 – November 30, 2025

Woodbine: October 30, 2025 – November 30, 2025
ARC (South America) via Laurel Park October 30, 2025 – November 30, 2025
ARC (South America) via Gulfstream Park: October 30, 2025 – November 30, 2025

- J. For ALL racing associations, list imported simulcast races the association plans to receive that use breeds other than the breed of the majority of horses racing at its live horse racing meeting. Include the name of the host track, the dates imported races will be held, and how many races will be imported.

OTHER BREED SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Breed of Horse	Race Dates	Number of Races to be Imported
	Click or tap here to enter text.	Click or tap here to enter text.	(1) Click or tap here to enter text.

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

NOTICE TO APPLICANT: All interstate wagering to be conducted by an association is subject to the provisions of Title 15, United States Codes, which require specific written approval of the CHRB and of the racing commission having jurisdiction in the out-of-state venue. All international wagering to be conducted by an association is subject to the provisions of Business and Professions Code sections 19596, 19596.1, 19596.2, 19596.3, 19601, 19602, and 19616.1 and will require specific written approval of the CHRB.

Every association shall pay over to the simulcast organization within three (3) calendar days following the closing of wagering for any day or night racing program, or upon receipt of the proceeds, such amounts that are retained from off-track simulcast wagering, interstate wagering, and out-of-state wagering and that are obligated by statute for guest commissions, simulcast operator's expenses and promotions, equine research, local government in-lieu taxes, and stabling and vanning deductions. Every association shall pay to its Paymaster of Purses' account within three calendar days following the closing of wagering for each day or night racing program, or upon receipt of the proceeds, such amounts that are retained or obligated from off-track simulcast wagering, interstate wagering, and out-of-state wagering for purses, breeders' awards, or other benefits to horsemen. (See Notice to Applicant, Section 7.)

13. CHARITY RACING DAYS

- A. Name and address of the distributing agent (charity foundation) for the net proceeds from charity racing days held by the association: DEL MAR THOROUGHBRED CLUB, PO BOX 700, DEL MAR, CA 92014
- B. Names and addresses of the trustees or directors of the distributing agent: SEE ATTACHMENT
- C. Dates the association will conduct races as charity racing days OR:

ATTACHMENT

13. CHARITY RACING DAYS

- A. Name and address of the distributing agent (charity foundation) for the net proceeds from charity racing days held by the association:
Del Mar Thoroughbred Club, P.O. Box 700, Del Mar, CA 92014
- B. Names and addresses of the trustees or directors of the distributing agent:

David H. Batchelder PO Box 700 Del Mar, CA 92014	Rollin Baugh P.O. Box 2461 Rancho Santa Fe, CA 92067
Bo Derek PO Box 700 Del Mar, CA 92014	Joseph W. Harper P.O. Box 700 Del Mar, CA 92014
Kosta Hronis PO Box 700 Del Mar, CA 92014	Bret Jones PO Box 700 Del Mar, CA 92014
Warner C. Lusardi Lusardi Construction Company 1570 Linda Vista Drive San Marcos, CA 92078	Marie G. Moretti PO Box 700 Del Mar, CA 92014
Fred Maas PO Box 700 Del Mar, CA 92014	Bill Strauss PO Box 700 Del Mar, CA 92014

- 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 B&P Code Section 1955 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 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).

- 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) | Brent Cassady, DVM |
| Clerk of Scales | Matt Nichols |
| Clerk of the Course | Dawn Schmid |
| Film Specialist | Heather Correa |
| Horse Identifier | Jennifer Paige |
| Horseshoe Inspector | Victor Tovar |
| Paddock Judge | Karen Denovel |
| Patrol Judges | Karen Denovel, Heather Correa |
| Placing Judges | Robert Moreno, Ed Reese, Sue Brent |
| Starter | Jay Slender |
| Timer | John Lies |
- B. Management officials in the racing department:
- | | |
|-------------------------------------|-------------------|
| Director of Racing | Thomas S. Robbins |
| Racing Secretary | David Jerkens |
| Assistant Racing Secretary | Zach Soto |
| Paymaster of Purses | Vicki Layne |
| Others (identify by name and title) | N/A |
- C. Name, address, email, and telephone number of the reporter employed to record and prepare transcripts of hearings conducted by the stewards: Michelle Derieg, Weinstein Court Reporters, LLC, PO Box 26634, Santa Ana, CA 92799 – (949) 637-6071 – mderieg@weinsteincourtreporters.com
- D. Photographic device to be used for photographing the finish of all races, name of the person supplying the service, and expiration date of the service contract: Plusmic Corporation, William O'Brien, Digital Photo Finish Only – Contract Expires: 12/08/25
- 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. SEE ATTACHMENT

- F. Type of electronic timing device to be used for the timing of all races, name of the person supplying the service, and expiration date of the service contract: SEE ATTACHMENT

15. SECURITY CONTROLS

- A. State the name and title of the person responsible for security controls on the premises. Include an organizational chart of the security department and a list of the names of security personnel and contact telephone numbers. EXHIBIT 10 (A) SECURITY AND EXHIBIT 10 (B) GATE SCHEDULE
- B. Estimated number of security guards, gatemen, patrolmen, or others to be engaged in security tasks on a regular full-time basis: 50
1. Attach a written plan for enhanced security for graded stakes races and races of \$100,000 or more, to include the number of security guards in the restricted areas during a 24-hour period and a plan for detention stalls. The security for stakes races will be deployed in accordance with our agreement with TOC, with a security guard positioned outside each stall for the entire 6-hour period for each race of \$100,000 or more. Details of the detention stalls are described in 15.B-2(c).
 2. Detention Stalls:
 - a. Attach a plan for use of graded stakes or overnight races. Detention barn is used as required by the CHRB.
 - b. Number of security guards in the detention stall area during a 24-hour period: As needed at the direction of the CHRB.
 - c. Describe number and location of surveillance cameras in detention stall area. For the meet we will be utilizing five or more Detention stalls, as needed, located east of the receiving/test barn as our detention area. Dependent upon activity, a combination of surveillance cameras and security personnel will be allocated as needed.
 3. TCO2 Testing:
 - a. Number of races to be tested, and number of horses entered in each race to be tested: WILL FOLLOW CHRB DIRECTIVES
 - b. Plan for enhanced surveillance for trainers with high-test results: WILL FOLLOW CHRB DIRECTIVES
 - c. Plan for detention stalls for repeat offenders: WILL FOLLOW CHRB DIRECTIVES.
 - d. Number of security personnel assigned to the TCO2 program: ASSIGNED AS NEEDED.

ATTACHMENT

14. OFFICIATING EQUIPMENT

- E. 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.

FANDUEL RACING/TVG

Expiration: 12/31/2027

All races are recorded on EVS from Pure Mobile Productions.

Equipment list on file with CHRB

For each race Fanduel Racing/TVG will provide:

- Two manned pan cameras located near the judge's room in the press box providing a wide and a tight view of each race, turf and dirt, plus coverage for in-house video board presentation.
 - Four manned tower cameras:
 - Three manned tower cameras per race.
 - Backstretch head-on (Training Track Camera Tower)
One Tower, one scissor lift.
 - Far turn and Stretch run back view (Quarter Chute Camera Tower)
One Tower, one scissor lift.
 - Stretch-run head-on (Livestock Barn Camera Tower) - turf
 - Stretch-run head-on (Livestock Barn Camera Tower) - dirt
 - 2 cameras in the paddock area provided coverage of horses, jockeys, trainers and owners
 - A hand-held camera in winner circle
 - A pan camera located on the 7th floor providing race coverage for the in-house video board presentation (one of the pan cameras located near the judge's room in the press box)
 - Drone coverage when weather conditions permit are within FAA guidelines.
 - All races will be recorded and archived for the season.
 - Fanduel Racing will provide talent for this event
- F. Type of electronic timing device to be used for the timing of all races, name of the person supplying the service, and expiration date of the service contract:
AXCIS INFORMATION NETWORK, INC.
TrackMaster c/o Equibase
821 Corporate Drive, Lexington, KY 40503

GPS System: Global Positioning Systems Technology

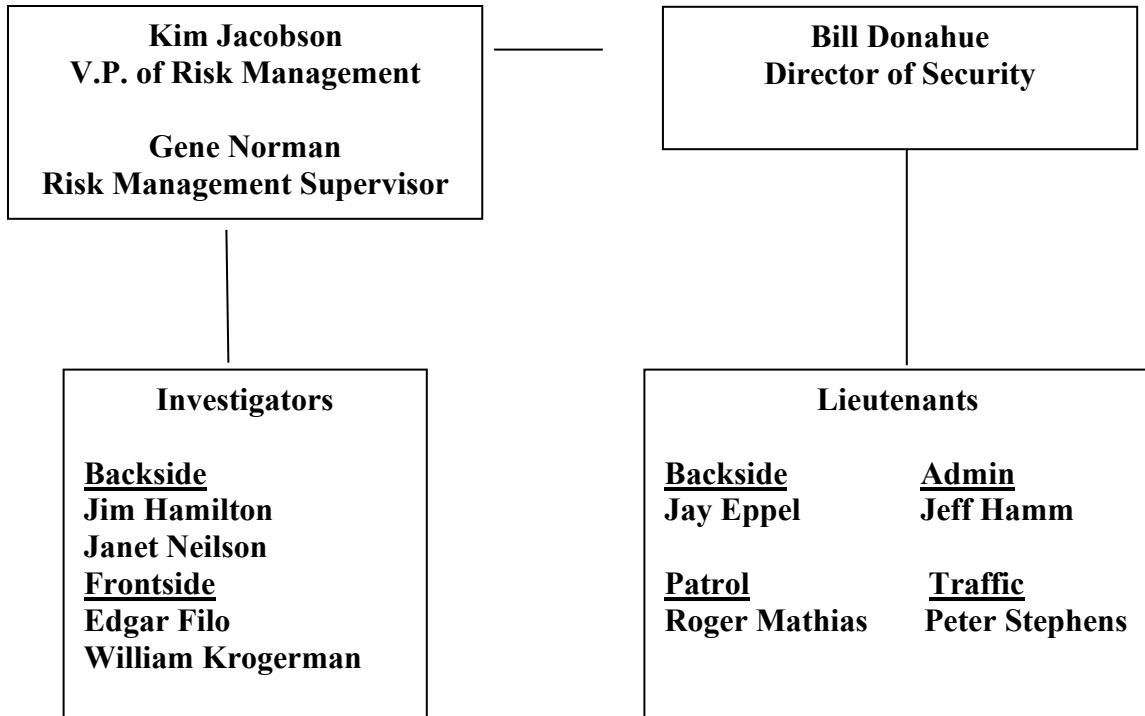
Name of person: David Siegel (Axcis Information Network, Inc.)
(TrackMaster/Equibase)

Expiration date: December 31, 2025

EXHIBIT 10A

Security Personnel

Person responsible for security controls on the premises:



Contact Information:

V.P. of Risk Management	Work 858-792-4233
Risk Management Supervisor	Work 949-933-1411
Director of Security	Work 858-755-1141 ext. 3652
Backside Investigator/Hamilton	Work 818-307-4483
All others	Work 858-755-1141 ext. 3650

*List of Security Personnel subject to change. Individuals will be hired by the union on a seniority basis.

- C. Describe the electronic security system. Del Mar Thoroughbred Club uses a door alarm management system for its Executive and Operations offices utilizing Proximity Cards and Proximity Access Keyfobs via door controllers located at entrances. The system comes with related door alarm management software.
 - 1. Location and number of video surveillance cameras for the detention stall and stable gate: See attached..
- 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: American Medical Response Ambulance Service, Inc., 8808 Balboa Avenue, Suite 150, San Diego, CA 92123 – (619) 380-0953
 - 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: SEE ATTACHMENT
 - 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. SEE ATTACHMENT
- D. Name and emergency telephone number of the licensed physician on duty during the race meeting:

If Quarter Horse racing association, see D.1.

- 1. Name, address, and emergency telephone number of a hospital located within 1.5 miles of the racetrack, with which an agreement is in place to provide emergency medical services, pursuant to Business and Professions Code section 19481.3(a):
- 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: SEE ATTACHMENT
- 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. EXHIBIT-12

ATTACHMENT

15. Security Controls

15. (B)

1. Attach a written plan for enhanced security for graded stakes races, and races of \$100,000 or more, to include the number of security guards in the restricted areas during a 24-hour period and a plan for detention stalls. **The security for stakes races will be deployed in accordance with our agreement with TOC, with a security guard positioned outside each stall for the entire 6-hour period for each race of \$100,000 or more. Details of the detention stalls are described in 15.B - 2 (C).**

2. Detention Stalls:

A. Attach a plan for use of graded stakes or overnight races.

Detention barn is used as required by the CHRB.

B. Number of security guards in the detention stall area during a 24-hour period.

As needed at the direction of the CHRB.

C. Describe number and location of surveillance cameras in detention stall area.

For the meet we will be utilizing five or more Detention stalls, as needed, located east of the receiving / test barn as our detention area. Dependent upon activity, a combination of surveillance cameras and security personnel will be allocated as needed.

3. TCO2 Testing:

A. Number of races to be tested, and number of horses entered in each race to be tested.

All

B. Plan for enhanced surveillance for trainers with high-test results.

Will follow CHRB directives

C. Plan for detention stalls for repeat offenders.

Will follow CHRB directives

D. Number of security personnel assigned to the TCO2 program.

Assigned as needed

C. Describe the electronic security system:

Del Mar Thoroughbred Club uses a door alarm management system for its Executive and Operations offices utilizing Proximity Cards and Proximity Access Keyfobs via door controllers located at entrances. The system comes with related door alarm management software.

1. Location and number of video surveillance cameras for the detention stall and stable gate. **Del Mar Thoroughbred Club utilizes pan/tilt/zoom cameras located at various places in the barn area. The images from these cameras are recorded on SD cards and stored for up to one week before being re-recorded. Control of these cameras is located in DMTC's security office. Cameras are located throughout the receiving and testing barns. DMTC will continue the backside camera expansion project, cameras with shed row views will be placed in Barns B-D, BB-DD and EE-GG. Videos from these cameras will be recorded onto internal SD cards and will be retained for approximately seven days. Currently there are 40 active cameras located in the stable areas. DMTC will be adding as part of this on-going project an additional 126 cameras for a total of 166 cameras, covering the stable backside areas.**

16.A.1



A Global Medical Response Solution

8808 Balboa Ave, Suite 150
San Diego, CA 92123
amr.net

April 10, 2025

CHRB

Re: California Accreditation

This letter is to inform that the American Medical Response San Diego Operations currently requires all their caregivers to be certified by the local county and state governing board.

American Medical Response requires all their clinicians to be certified through the state and county. This is enforced and regulated through company policy.

American Medical Response requires all clinicians to maintain certification to maintain employment. Current company policies do not allow for a clinician to work if they lapse in certification.

Feel free to reach out to me if you require further clarification.

Respectfully,

Carlos Valdez Acosta-Meza
Operations Manager
AMR San Diego
Carlos.valdezacosta-meza@gmr.net
619.380.0953



STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

SPECIAL VEHICLE IDENTIFICATION CERTIFICATE/PERMIT

CHP 301 (REV 4-97) OPI 062

CHP AREA: 645

CHP Certificate/Permit Number: **2155- 13257**

ISSUED: **3/5/2025**

EXPIRES: **3/5/2026**

AREA:

INITIAL

DUPLICATE

EMERGENCY AMBULANCE CERTIFICATE

ARMORED CAR CERTIFICATE

REPLACEMENT

RENEWAL

AUTHORIZED EMERGENCY VEHICLE PERMIT*

VEHICLE YEAR & MAKE: **2013 FORD E350**

VEHICLE LICENSE NO. **43136N1 CA**

VIN: **1FDWE3FS6DDB21857**

*Authorized Emergency Vehicle Permit issued pursuant to Vehicle Code Section 2416 (a) () for

NAME AND MAILING ADDRESS

**AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC.
AMERICAN MEDICAL RESPONSE
4846 STRATOS WAY
MODESTO CA, 95356**

PROPERTY OF CALIFORNIA HIGHWAY PATROL

This certificate/permit, or a facsimile thereof, shall be carried in the vehicle at all times. It is non-transferable and shall be surrendered to the CHP upon demand or as required by regulation.



symbiosis
Care Reimagined.

16.B.1

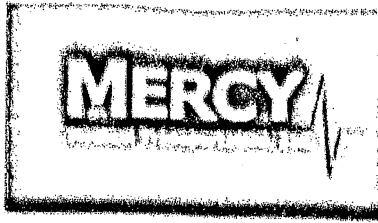
April 9, 2025

To Whom It May Concern:

This letter shall serve as a statement of affirmation that all Emergency Medical Technicians and Paramedics employed by Symons Emergency Specialties, Inc. dba Symbiosis are trained, background checked and state-certified in order to fulfill their job duties as authorized by the state of California Emergency Medical Services Authority.

Respectfully,

Dawn Downs
Secretary
(951) 283-9861
ddowns@symbiosiscare.com



16.B.1

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,

Jesse Torres

COO

Mercy Medical Transportation, Inc.

Phone: 619-405-8274

Email: jtorres@mercymedtrans.com

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

16.B.1

Huntington Ambulance, LLC

CHRB
1010 Hurley Way #300
Sacramento, CA 95825

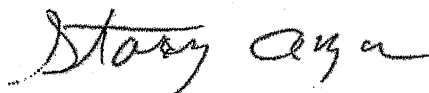
April 10, 2025

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,



Stacey O'Bryan - President
Huntington Ambulance, LLC

ATTACHMENT

16. EMERGENCY SERVICES

- A. Name, address and emergency telephone number of the ambulance service to be used during workouts and during racing:

American Medical Response Ambulance Service, Inc. (AMR)
8808 Balboa Avenue, Suite 150
San Diego, CA 92123
(619) 380-0953

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

EXHIBIT 11

On-track staff: Advanced Life Support Ambulances (ALS) – Paramedics and certified Emergency Medical Technicians are on-site at all time that either training or live racing is taking place.

- **Indicate number of horse ambulances available for training and racing: DMTC has two (2) Kimzey ambulances plus one horse trailer ambulance.**
- **For each horse ambulance, state the type of ambulance (e.g., Kimzey, horse trailer, etc.), the personnel assigned, and the equipment available. DMTC has a veterinarian present (for both training and racing), the ambulance driver plus an available horse handler. We have three Kimzey splints (various sizes), fabric screens, water cooling system, ice buckets with ice, halters, etc., plus drug testing supplies on each horse ambulance.**

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

Auxiliary Site: Los Alamitos
Huntington Ambulance
Contact: Stacy O'Bryan
PO Box 145
Sunset Beach, CA 90742
(562) 904-1550

Auxiliary Site: San Luis Rey Downs
Mercy Ambulance
Contact: Jesse Torres
2537 Old San Pasqual Road
Escondido, CA 92027
(760) 525-9676

Auxiliary Site: Santa Anita
Symons Ambulance
Contact: Lauren Downs
18592 Cajon Blvd.
San Bernardino, CA 92407
(951) 880-6263

16. Emergency Services (Continued)

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

- **Mercy Ambulance Certificate: ON FILE**
- **Huntington Ambulance Certificate: ON FILE**
- **Symons Ambulance Certificate: ON FILE**

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

The on-site first aid clinic at Del Mar Thoroughbred Club is located at the east end of the grandstand facility, with easy access from the track. The facility includes 4 patient beds (1 private room, 3 curtain areas). There are 2 Paramedics, 2 EMTs, 1 Medical Assistant and 1 doctor on site every racing day. Thursday, Friday, Saturday, Sunday, Opening Day, Pacific Classic Day and Closing Day we have a Medical Coordinator (Medic 25) who works as liaison with Municipal EMS. There are two ALS equipped ambulances on site as well.

The equipment contained in the first aid clinic includes:

- **Oxygen at each station**
- **Cardiac monitor**
- **AED**
- **Otoscope**
- **Ophthalmoscope**
- **Pulse and O2 Oximeter**
- **Surgical equipment (used for laceration repair and suture removal)**
- **B/P Cuff**
- **Thermometer**
- **Bag Valve Mask**
- **Surgery Light**
- **Stethoscope**
- **Glucose Monitor and Supplies**

D. Name and emergency telephone number of the licensed physician on duty during the race meeting: **If quarter horse racing association see D.1.:**

All medical doctors can be reached by contacting the first clinic directly at (858) 755-1141 ext. 2814 or through our Security Office by calling ext. 3650. The first aid clinic, Paramedics and EMTs have radios to monitor the security channel and/or Official Channel. Medical calls are dispatched by way of radio. Our doctors are contracted through Del Mar Doxx's - and rotate on site for the racing days. The doctors include:

**Athanasios J. Foster, MD
Hessam Tabrizi, MD
Melinda E. Nevins, DO**

16. Emergency Services (Continued)

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

- E. Name, address and emergency telephone number of the hospital to be used for admittance and treatment of emergency injuries in the event of an on-track injury to a jockey:
Refer to the Del Mar Thoroughbred Club Jockey, On-Track Accident Response Program for specifics regarding hospital selection.
 - **Scripps La Jolla**
988 Genesee Ave., La Jolla, CA 92037 / 858-626-4123
 - **Scripps Encinitas**
354 Santa Fe Drive, Encinitas, CA 92024 / 760-753-4123

- F. Attach, in English and Spanish, the emergency medical plan procedures that will be posted in each jockey's room to be used in the event of an on-track injury to a jockey:
EXHIBIT 12

- G. Name of health and safety manager and assistant manager responsible for compliance of health and safety provisions pursuant to Business and Professions Code section 19481.3(d):
 - **Health and Safety Manager (Risk Manager): Kimberly Jacobson**
 - **Assistant Manager (Risk Management Assistant): Gene Norman**
 - **On-Site Medical Coordinator – Rotates between different Fire Fighter Paramedics**

Del Mar Thoroughbred Club

Jockey On-Track Accident Response Program

EXHIBIT 12

Overview: The Del Mar Thoroughbred Club (DMTC) is committed to the overall health and safety of the riding professionals that are valued members of the racing community and DMTC. A large part of this commitment is the provision of professional medical and first aid services, should a jockey need to avail themselves of such services or be involved in an accident that requires first aid or emergency medical aid. DMTC takes their role in providing first aid and emergency medical care and transportation, when required, seriously. This program defines the plan elements and procedures DMTC will follow, should such events occur where medical aid becomes necessary.

Program Elements:

I. Medical Professionals On-Site During Racing - Summary

DMTC maintains licensed medical and first aid professionals that comply with the levels established by the horse racing industry. DMTC contracts with Del Mar Doxx's to provide a licensed physician and medical assistants, who are on duty during live racing. DMTC maintains two Advanced Life Support Ambulances. At minimum each ambulance is staffed by a Paramedic and a certified Emergency Medical Technician (EMT). In addition, municipal fire department, with paramedic and EMT services are readily available as these services are co-located with the track.

II. Jockey Information Health System

DMTC participates in the Head Check program through HISA. All Medical Director, Medical Doctors and the Risk Management Department have access to this program.

The medical doctors staffing the on-site clinic can access medical information for those jockeys who participate in the program.

When a jockey, who participates in the program, is injured on track, the DMTC Risk Management Supervisor will access and print the Jockey's information. This information, along with Work Comp contact information is then sent with the Jockey to the hospital and/or faxed directly to the hospital emergency room.

II. Area Hospitals and Rapid Admittance

DMTC maintains a working relationship with two area hospitals, both members of the Scripps Hospital and Healthcare family of operations. The hospitals are found in either La Jolla, just south of the DMTC track, or Encinitas, just north of the track, both are Level 2 trauma hospitals. Most often our riders are transported to Scripps La Jolla. However, should a level 1 hospital be necessary the base hospital (La Jolla) would direct EMS to the nearest level 1 facility as part of the San Diego County Trauma System.

Del Mar Thoroughbred Club Jockey On-Track Accident Response Program

- a. The Scripps triage and base station is located at the La Jolla hospital – when determined transport is necessary, hospital will be contacted immediately by the Medical Clinic Staff, Paramedics or Risk Management.
- b. Riders will be transported to Scripps La Jolla unless base station determines alternate site is necessary. All decisions on where a rider will be seen are made by Scripps La Jolla at the time of a reported incident. DMTC will not know where a rider is being taken until such time that transport has been initiated and we are advised as to which facility they are directed to.
- c. The addresses of the hospitals are: (Both are located less than 10 miles from DMTC)
 - a. Scripps La Jolla
9888 Genesee Avenue
La Jolla, CA 92037
Tel: 858.626.4123
 - b. Scripps Encinitas
354 Santa Fe Drive
Encinitas, CA 92024
Tel: 760.753.4123

III. The DMTC Safety and Health and Program Manager

- a. The DMTC Risk Manager serves as the Safety Manager and coordinator of the Jockey medical treatment and on-track accident program.
- b. DMTC also maintains an Assistant Safety and Health Manager (the Risk Management Supervisor) during the live meet period in the event the Safety Manager is unavailable.
- c. Both the Risk Manager and the Risk Manager Supervisor can be reached at the following extensions, Ext. 4233 or Ext. 3225 respectively or via radio on the Official Channel as Risk 1 and Risk 2. As needed, the DMTC Operator or security Dispatch can assist with obtaining alternate contact numbers as well.

IV. On-site First Aid Facilities and Staffing

- a. Physician - Services for the on-site medical clinic are contracted through Del Mar Doxxs. During all live racing periods there will a licensed physician and medical assistant on duty.
- b. Advanced Life Support Ambulances (ALS) – A Paramedic and Certified Emergency Medical Technicians are on site at all times that either training or live racing is taking place. During Training hours there will be one ALS ambulance and one team which includes one, at a minimum (1) Paramedic and one (1) Certified Emergency Medical

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Technician on site at all times. During live racing there will be two ALS ambulances, which will include two (2) Paramedics and two (2) Certified Emergency Medical Technicians on site. Unit 9 will follow the field during live racing, Unit 9A will cover the paddock during pre-race activities and cover the starting gates at mile starts as well as turf chute starts. serve as a back up to Unit9. Both teams will maintain radio contact with the officials and security dispatch at all times. (Depending on staffing for the day there may be times when two paramedics are on a rig).

- c. Municipal Response Capabilities- DMTC is located on a State of California Fairgrounds. As such, we enjoy the benefits of the Del Mar Fire Department municipal fire service and Paramedic and Emergency Medical Technicians that are stationed on the grounds. If the on-site station has responded to an off-site emergency, Nor Com dispatch will send the closest responding unit available. On track Paramedics have the capability of calling Nor Com directly should back up be necessary.

V. Ambulance and Medical Transport Protocols

- a. Contracted ambulance service – DMTC contracts with a licensed Emergency Medical Services provider who provides ALS on-track emergency medical response. San Diego County requires all transports, except life threatening situations to be handled by the CSA-17 provider. Anytime a rider requires transport, Nor Com is notified by Security Dispatch
- b. Local municipal services – The Del Mar Fire Department or others within the Rancho Fire Service (CSA-17) area may respond as needed or called upon. The Rancho Fire Service will respond with Paramedics and EMT's on the fire trucks as well as Paramedics assigned to the municipal ambulances.

VI. The Emergency Medical Plan

These steps will be followed in the event of an on-track accident:

General Conditions

- On-site Paramedics and EMT's will respond to any observed rider on-track accident or as otherwise summoned for assistance. Such response will occur during training and/or live racing periods,
- If an incident requires transport, the hospital will be contacted and notified of the patient transport. (The La Jolla location of Scripps Hospital serves as the triage and base station for all incidents requiring hospital emergency care; they will direct the medical transport team as to which hospital to respond to.)

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Communications

- Paramedic and EMT's (Units 9 and 9A) will be assigned radios allowing for constant communication with both security dispatch and officials. Both Official Channel and Dispatch Channel will be monitored at all times.
- Medical Clinic will be assigned one radio and will maintain contact with security dispatch at all times.
- DMTC security dispatch will monitor the official channel at all times.
- Safety and Health Program Manager and Assistant will monitor the official channel at all times. Both individuals will be available either on site or via cell phone 24 hours a day during the live meet.

Response During Training Periods

- During training periods, Advanced Life Support Unit 9 will determine the nature and extent of any injuries and whether transport to a medical facility is necessary,
- The DMTC Security Dispatch will be notified immediately of any rider incident on-track or otherwise during training periods and will assist EMS provider with securing additional medical help for transport to area hospital when necessary.
- Municipal units will meet on-track unit at the transfer point to secure injured rider and transport to one of designated hospital.
- Incidents with injuries not requiring transport to one of the local hospitals identified within this program will be treated on-track or at the DMTC first aid clinic based upon Paramedic judgment.
- Any on-track accidents during training periods will be immediately reported to Security dispatch. Safety Manager, Assistant and/or Backside Investigator should be notified immediately so they may conduct a review of the incident and follow up with any additional reporting as might be required.

Response During Pre-Race (Paddock)

- Unit 9A will be situated in the paddock area during pre race activities to respond to an emergency occurring in the paddock area.
- Unit 9A will follow the field from the paddock down the horse walk and continue to observe through the post parade.
- Should an emergency occur Security Dispatch will be notified immediately.
- DMTC Safety and Health Program Manager and/or Assistant will respond to incident.

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- Security dispatch will notify on site medical clinic that an incident has occurred.
- As needed, additional medical assistance will be summoned from local municipal resources,
- DMTC Security will respond to incident and assist with crowd control. If necessary, security will provide escort to the medical clinic.

Accidents During Live Racing

- ALS unit –Unit 9 following the racing field will immediately respond to on-track accidents; simultaneously, the on-track physician and medical assistant will be made aware of the incident via radio contact, observation of the race via closed –circuit television or as advised by the DMTC Safety or Security Staff,
- ALS unit – Unit 9A will be on stand-by to assist and/or replace the on-track unit should it be necessary for Unit 9 to leave the track for any reason.
- In the event of a multiple rider down situation Unit 9 will call for immediate backup from Unit 9A at which time Unit 9A will enter the track (when safe to do so) to assist. If the situation is going to require additional response from outside agencies Unit 9 will request outside units through Security Dispatch.
- Should incident require ambulance to leave the track prior to the start of the race, Unit 9A will immediately move in to position at the starting gates. When this occurs Unit 9A will notify stewards via radio that they are in place.
- If for any reason Unit 9A is unavailable CHRB stewards must be notified immediately via the official channel.
- As needed, additional medical assistance will be summoned from local municipal resources,
- Paramedic on site of incident will determine the necessary treatment. Riders may be transported to the on-site medical facility for further evaluation, observation and triage or the Paramedic may determine transport is necessary. Should the Paramedic determine that transport is necessary they will alert Security so outside EMS can be dispatched. Paramedics have radio contact with Scripps La Jolla and will notify them directly of the transport. Risk Management will notify Officials.
- To the extent possible, all care will be provided by the professionals within the DMTC medical clinic,
- DMTC Safety and Security staff will immediately respond to the medical clinic to assist with event management and access control to the medical clinic,

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- Depending on the nature and severity of injuries, the rider(s) may be transported to one of the local hospitals noted within this plan for further medical care and treatment as is needed,
- Any on-track accidents during live racing will be immediately reported to the Safety Manager, for analysis review and additional reporting as might be required.
- When one of the ALS units are required to leave the grounds DMTC Security will be notified immediately and instructed to call Nor Com for any patron medical aids until unit returns to grounds.
- Risk Management Department will provide Jockey Information Health System paperwork and Workers Compensation to the hospital for those Jockeys who participate.

Please note: Under no circumstances will information regarding the medical condition of a rider be provided to members of the media or others. Any such request should immediately be referred to the Director of Media and or President/General Manager.

VII. Posting This Plan

The DMTC, Jockey, On-Track Accident Response Plan will be posted in English and Spanish in the following locations:

- a. The Jockey's Room located on the first floor of the Clubhouse Grandstands
- b. The DMTC on-site medical facilities, and
- c. DMTC Security Dispatch

Additional copies of the plan will be maintained in the DMTC Risk Manager's office, located in Operations.

IX. Updates

The plan will be reviewed annually prior to the DMTC live racing meet and appropriate changes and updates will be made. Regulatory and/or legislative changes that may modify this plan will be included as will any changes in medical providers and/or ambulance transport services.

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Programa de Respuesta ante un Accidente de los Jinetes en las Pistas

Resumen: Del Mar Thoroughbred Club (DMTC) se compromete a la salud y seguridad de todos los profesionales de equitación que son miembros valorados de la comunidad de carreras y DMTC. Una gran parte de este compromiso es proporcionar atención médica profesional y servicios de primeros auxilios, en caso de que un jinete necesite emplear tales servicios o se vea implicado en un accidente que requiera servicios de primeros auxilios y asistencia médica de emergencia. DMTC hace su función al brindar asistencia médica de emergencia, primeros auxilios y transporte, cuando se requiera importantemente. Este programa define los elementos del plan y procedimientos. DMTC realizará un seguimiento, si ocurren tales hechos donde se necesite asistencia médica.

Elementos del Programa:

I. Profesionales Médicos en el Sitio Durante la Carrera-Resumen

DMTC mantiene a profesionales médicos licenciados y de primeros auxilios que cumplen con los niveles establecidos por la industria hípica. DMTC contrata a Del Mar Doxx's para ofrecer un médico licenciado y ayudantes médicos que están en servicio durante la carrera de caballos. DMTC mantiene dos Ambulancias Avanzadas de Apoyo Vital. Como mínimo cada ambulancia cuenta con un personal Paramédico y un Técnico Médico de Emergencia certificado ("EMT" por sus siglas en inglés). Además del departamento de bomberos municipal, con paramédicos y servicios de EMT que están preparados y disponibles ya que están situados al lado de la pista.

II. Sistema de Salud para la Información del Jinete

DMTC participa el programa Control de la Cabeza a través de HISA. Todos los Médicos y Departamento de Gestión de Riesgos tienen acceso a este programa.

Todo el personal médico en el sitio puede acceder a la información médica de aquellos jinetes que participen en el programa.

Cuando un jinete, que participa en el programa, se accidenta en la pista, el Supervisor de Gestión de Riesgos de DMTC accederá e imprimirá la información del Jinete. Esta información, junto con la información de Compensación de los Trabajadores se manda junto con el Jinete al hospital o se envía por fax directamente a la sala de emergencia del hospital.

II. Hospitales de la Zona y Admisión Rápida

DMTC mantiene una relación profesional con dos hospitales de la zona, tanto los miembros del Hospital Scripps y la familia de asistencia médica de operaciones. Los hospitales se encuentran o en La Jolla, justo al sur de la pista de DMTC, o en Encinitas, justo al norte de la pista y los dos son hospitales de traumatismos Nivel 2. La mayoría de las veces se transporta a nuestros jinetes a Scripps La Jolla. Sin embargo, si fuera necesario un hospital del nivel 1, el hospital base (La Jolla) dirigiría al Servicio Médico de Emergencia ("EMS" por sus siglas en inglés) a la instalación del nivel 1 más cercana como parte del Sistema de Traumatismos del Condado de San Diego.

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- a. La estación base y triaje de Scripps se sitúa en el hospital de La Jolla, cuando se necesite un transporte determinado se les pondrá en contacto de inmediato con el Personal Médico de la Clínica, Paramédicos o Gestión de Riesgos.
- b. Se trasladará a los jinetes a Scripps La Jolla a menos que la estación base determine un lugar alternativo en caso necesario. Todas las decisiones con respecto a donde se atenderá a un jinete se realizarán en Scripps La Jolla en el momento en que se reporte el accidente. DMTC no sabrá a dónde se lleva al jinete hasta el momento en que se haya iniciado el traslado y se nos avise sobre la instalación a la que se dirige.
- c. Las direcciones de los hospitales son: (Ambas se localizan a menos de 10 millas de DMTC)
 - a. Scripps La Jolla
9888 Genesee Avenue
La Jolla, CA 92037
Tel: 858.626.4123
 - b. Scripps Encinitas
354 Santa Fe Drive
Encinitas, CA 92024
Tel: 760.753.4123

III. Salud y Seguridad y Gerente del Programa de DMTC

- a. El Gerente de Riesgos de DMTC atiende como Gerente de Seguridad y coordinador del tratamiento médico del jinete y el programa de accidentes en la pista.
- b. DMTC también mantiene un Asistente del Gerente de Seguridad y Salud (el Supervisor de Gestión de Riesgos) durante el periodo del encuentro de carreras en directo en caso de que el Gerente de Seguridad no esté disponible.
- c. Tanto el Gerente de Riesgos y el Supervisor del Gerente de Riesgos pueden localizarse en las siguientes extensiones, Ext. 4233 o Ext. 3225 respectivamente o por medio de radio mediante el Canal Oficial como Riesgo 1 y Riesgo 2. Cuando se necesite, el Operador o Despacho de Seguridad de DMTC también podrán ayudarle a conseguir números de teléfono de contacto alternativos.

IV. Instalaciones de Primeros Auxilios en el Sitio y Personal

- a. Médico- Los servicios para el centro médico en el sitio se contratan por medio de Del Mar Doxxs. Durante los periodos de carreras en directo se proporcionará un médico licenciado y ayudante médico en servicio.
- b. Las Ambulancias Avanzadas de Apoyo Vital ("ALS" por sus siglas en inglés) - Un Paramédico y Técnicos Médicos de Emergencia Certificados están en el sitio en todo

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momento ya sea si están entrenando o se está llevando a cabo una carrera en directo. Durante las horas de entrenamiento habrá una ambulancia ALS y un equipo que incluirá, como mínimo un (1) Paramédico y un (1) Técnico Médico de Emergencia Certificado en el sitio en todo momento. Durante la carrera en directo habrá dos ambulancias ALS, que incluirán dos (2) Paramédicos y dos (2) Técnicos Médicos de Emergencia Certificados en el sitio. La Unidad 9 seguirá el campo durante la carrera en directo, la Unidad 9A cubrirá el paddock durante las actividades previas a las carreras y cubrirá las puertas de salida en los inicios de la milla así como en los inicios del área de césped que sirven como un apoyo a la Unidad 9. Ambos equipos mantendrán contacto por radio con los oficiales y despacho de seguridad en todo momento. (Dependiendo de la dotación de personal para el día, puede haber ocasiones en las que haya dos paramédicos en una plataforma).

- c. Las Capacidades de Respuesta Municipal-DMTC está situado en un recinto ferial del Estado de California. Como tal, disfrutamos de los beneficios del servicio de bomberos municipal Del Mar, Paramédicos y Técnicos de Emergencia Médica que se localizan en los terrenos. Si la estación en el sitio ha respondido a una emergencia fuera del sitio, el despacho Nor Com mandará a la unidad de respuesta más cercana disponible. Los Paramédicos en la pista cuentan con la capacidad de llamar directamente a Nor Com en caso de que se necesite un refuerzo.

V. Protocolos de Transporte de Ambulancia y Médicos

- a. El servicio de ambulancia contratado - DMTC tiene contratado a un proveedor de Servicios Médicos de Emergencia licenciado que ofrece respuesta médica de emergencia en las pistas de ALS. El Condado de San Diego requiere que todos los transportes, salvo las situaciones que amenacen la vida se manejen por el proveedor CSA-17. En cualquier momento que un jinete requiera transporte, el Despacho de Seguridad notificará a Nor Com.
- b. Los servicios municipales locales - El departamento de bomberos Del Mar u otros dentro del área de servicio de incendios de Rancho (CSA-17) podrá responder según se necesite o solicite. El Servicio de Bomberos de Rancho responderá con Paramédicos y EMT en los camiones de bomberos y los Paramédicos asignados a las ambulancias municipales.

VI. Plan Médico de Emergencia

Estos pasos se seguirán en caso de que ocurra un accidente en las pistas:

Condiciones Generales

- Los Paramédicos y EMT en el sitio responderán a cualquier accidente que observen de un jinete en la pista o de otro modo pedirán ayuda. Tal respuesta ocurrirá durante el entrenamiento o periodos de carreras en directo.

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- Si un incidente requiere transporte, se contactará y avisará al hospital del transporte del paciente. (La localización de La Jolla del Hospital Scripp atiende como triaje y estación base para todos los incidentes que requieran asistencia de emergencia hospitalaria y dirigirán al equipo de transporte médico a qué hospital deberán acudir).

Comunicaciones

- A los Paramédicos y EMT (Unidades 9 y 9A) se les asignarán radios para permitir una comunicación constante con el despacho de seguridad y los oficiales. Tanto el Canal Oficial y el Canal de Despacho se controlarán en todo momento.
- Se le asignará a la Clínica Médica una radio y mantendrá contacto con el despacho de seguridad en todo momento.
- El despacho de seguridad de DMTC controlará el canal oficial en todo momento.
- El Gerente del Programa de Seguridad y de Salud y Asistente controlarán el canal de seguridad en todo momento. Ambas personas estarán disponibles tanto en el sitio como por teléfono celular las 24 horas al día durante el encuentro de las carreras en directo.

Respuesta Durante los Periodos de Entrenamiento

- Durante los periodos de entrenamiento, la Unidad 9 de Apoyo Vital Avanzado determinará la naturaleza e importancia de cualquier lesión y si el transporte a una instalación médica fuera necesario.
- Se avisará de inmediato al Despacho de Seguridad de DMTC sobre cualquier incidente de los jinetes en la pista o de otro modo durante los periodos de entrenamiento y ayudará al proveedor del Servicio Médico de Emergencia a obtener ayuda médica adicional para facilitar el transporte al hospital del área cuando se necesite.
- Las unidades municipales se reunirán con la unidad en la pista en el punto de traslado para asegurar al jinete lesionado y transportarlo a uno de los hospitales designados.
- Los incidentes con lesiones que no requieran transporte a uno de los hospitales locales identificados dentro de este programa, se tratarán en la pista o en la clínica de primeros auxilios de DMTC según el criterio del Paramédico.
- Cualquier accidente en la pista durante los periodos de entrenamiento se reportará de inmediato al Despacho de Seguridad. Se notificará de inmediato al Gerente de Seguridad, Asistente y/o Investigador trasero para que puedan llevar a cabo una revisión del incidente y seguimiento con cualquier reporte adicional que sea necesario.

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Respuesta Durante la Pre-carrera (Paddock)

- La Unidad 9A estará situada en el área del paddock durante las actividades previas a la carrera para responder a una emergencia que ocurra en el área del paddock.
- La Unidad 9A seguirá el campo desde el paddock hasta el camino del caballo y seguirá observando durante el desfile posterior.
- Si se produce una emergencia se notificará de inmediato al Despacho de Seguridad.
- El Gerente del Programa de Salud y Seguridad y/o Asistente de DMTC responderá al incidente.
- El Despacho de Seguridad notificará a la clínica médica en el sitio de que se ha producido un incidente.
- Según sea necesario, se solicitará asistencia médica adicional de los recursos municipales locales.
- La seguridad de DMTC responderá al incidente y ayudará con el control de la multitud. Si fuera necesario, la seguridad proporcionará acompañamiento a la clínica médica.

Accidentes Durante la Carrera en Directo

- La unidad ALS - Unidad 9 que sigue el campo de carreras responderá de inmediato a los accidentes en la pista; simultáneamente, se pondrá en conocimiento al asistente médico y médico en la pista del incidente contactándoles por medio de radio, la observación de la carrera se hará por medio de un circuito cerrado de televisión o según lo aconsejado por el Personal de Seguridad de DMTC.
- La unidad ALS - Unidad 9A estará pendiente para ayudar o reemplazar a la unidad de la pista en caso de que fuera necesario que la Unidad 9 abandone la pista por cualquier razón.
- En el caso de una situación en la que se hayan caído varios jinetes, la Unidad 9 llamará para refuerzos inmediatos a la Unidad 9A, momento en el cual la Unidad 9A entrará en la pista (cuando sea seguro hacerlo) para ayudar. Si la situación va a requerir una respuesta adicional de entidades externas, la Unidad 9 solicitará unidades externas a través del Despacho de Seguridad.
- Si un incidente requiere ambulancia deberá abandonar la pista antes de que empiece la carrera. La Unidad 9A se desplazará de inmediato a una posición al cajón de salida. Cuando esto ocurra la Unidad 9A avisará a los encargados por medio de radio de que están en su lugar.
- Si por cualquier razón la Unidad 9A no está disponible se notificará de inmediato a los encargados CHRB por medio del canal oficial.

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- Según se necesite, se pedirá asistencia médica adicional desde los recursos municipales locales.
- El paramédico en el sitio del incidente determinará el tratamiento necesario. Los jinetes podrán ser transportados a la instalación médica en el sitio para una evaluación, observación y triaje adicionales, o el paramédico podrá determinar que es necesario el transporte. Si el paramédico determina que el transporte es necesario, alertará a Seguridad para que se pueda mandar al Servicio Médico de Emergencia externo. Los paramédicos tienen contacto por radio con Scripps La Jolla y les notificarán directamente sobre el transporte. La Gerencia de Riesgos notificará a los Funcionarios.
- En la medida de lo posible, los profesionales ofrecerán toda la atención dentro de la clínica médica de DMTC.
- El personal de Seguridad de DMTC responderá de inmediato a la clínica médica para ayudar con la gerencia del suceso y control de acceso a la clínica médica.
- Dependiendo de la naturaleza y gravedad de las lesiones, se podrá transportar al jinete(s) a uno de los hospitales locales señalado dentro de este plan para atención médica ulterior y tratamiento según se necesite.
- Cualquier accidente en la pista durante la carrera en directo se reportará de inmediato al Gerente de Seguridad, para una revisión del análisis y reporte adicional según se requiera.
- Cuando una de las unidades de unidades de ALS requieran que abandone los terrenos, se avisará de inmediato a la Seguridad de DMTC y se le instruirá llamar a Nor Com para cualquier atención médica protectora hasta que regrese la unidad al terreno.
- El Departamento de Gerencia de Riesgos proporcionará la documentación del Sistema de Salud de Información del jinete y Compensación de los Trabajadores al hospital para aquellos jinetes que participen.

Por favor tenga presente: En ninguna circunstancia la información con respecto al estado médico del jinete se proporcionará a los miembros de los medios u otros. Cualquier petición se referirá de inmediato al Director de Medios o Presidente/Gerente General.

VII. Publicación de este Plan

El Plan de Respuesta ante un Accidente de los Jinetes en la pista de DMTC, se publicará en Inglés y Español en las siguientes localizaciones:

- a. La Sala del Jinete situada en la primera planta de las Gradadas del Clubhouse.
- b. Las instalaciones médicas en el sitio de DMTC, y
- c. Despacho de Seguridad de DMTC.

Del Mar Thoroughbred Club

Programa de Respuesta ante un Accidente de los Jinetes en las Pistas

Las copias adicionales del plan se guardarán en la oficina del Gerente de Riesgos de DMTC, situada en las Operaciones.

IIX. Actualizaciones

El plan se revisará anualmente antes del encuentro de las carreras en directo de DMTC y los cambios apropiados y actualizaciones que se hagan. Los cambios regulatorios o legislativos que puedan modificar este plan se incluirán al igual que los cambios en los proveedores médicos o servicios de transporte de ambulancia.

- G. Names of health and safety manager and assistant manager responsible for compliance of health and safety provisions pursuant to Business and Professions Code section 19481.3(d): Health and Safety Manager (Risk Manager): Kimberly Jacobson / Assistant Manager (Risk Management Assistant): Gene Norman / On-site Medical Coordinator – Rotates between different fire fighter paramedics.
- H. Attach a fire clearance from the fire authority having jurisdiction over the premises.
- I. Name of the workers' compensation insurance carrier for the association and the number of the insurance policy (if self-insured, provide details): State Compensation Insurance Fund of CA, IOA Insurance Services, 3875 Hopyard Road, Suite 200, Pleasanton, CA 94588 / Policy #927286825
- J. Attach a Certificate of Insurance for workers' compensation coverage. The CHRB is to be named as a certificate holder and given not less than ten (10) days' notice of any cancellation or termination of insurance that secures the liability of the association for payment of workers' compensation.

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

17. CONCESSIONAIRES AND SERVICE CONTRACTORS

Names and addresses of all persons to whom a concession or service contract has been given, **other than those already identified**, and the goods and/or services to be provided by each: EXHIBIT 14

**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

OFFICE OF THE STATE FIRE MARSHAL
Fire and Life Safety Division
24680 Jefferson Avenue, Suite B
Murrieta, CA 92562
(951) 304-7865
Website: www.fire.ca.gov



June 9, 2025

Sue Walls, Vice President - Facilities
Del Mar Thoroughbred Club
P.O. Box 700
Del Mar, California 92014-070

Re: Del Mar Thoroughbred Racing Facility
CSFM File #04-37-041-0001

Dear Ms. Walls:

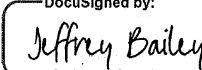
An inspection of the referenced facility was conducted on March 2025, in accordance with Section 13108(c) of the California Health and Safety Code. The purpose was to determine compliance with minimum fire and life safety standards required by Titles 19 and 24 of the California Code of Regulations for horse boarding and racing, including simulcast from July 18, 2025 thru November 30, 2025.

The deficiencies noted at the time of inspection have been corrected and reinspected for compliance.

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 time periods at the Del Mar Thoroughbred Club located at the San Diego County Fairgrounds.

If we can be of further assistance, or you desire additional information or clarification, please feel free to contact me at (626) 228-4251.

Sincerely,

DocuSigned by:

B8B06E50950F420...

Jeffrey Bailey
Supervising Deputy State Fire Marshal



ORANGE COUNTY FIRE AUTHORITY

P. O. Box 57115, Irvine, CA 92619-7115 • 1 Fire Authority Road, Irvine, CA 92602-0125

Brian Fennessy Fire Chief

(714) 573-6000

www.ocfa.org

March 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,

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

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

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

RESIDENTIAL SPRINKLERS AND SMOKE ALARMS SAVE LIVES



City of Arcadia

Fire Department

Chen Suen
Fire Chief

December 10, 2024

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

RE: Los Angeles Turf Club Fire Clearance


To Whom It May Concern:

The Arcadia Fire Department, Fire Prevention Bureau, conducted a Fire and Life Safety Inspection of the facilities at Los Angeles Turf Club to be used for the dates of December 9, 2024 through July 19, 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", written over a horizontal line.

Lars Beeghley

760-723-2043

Property Representative:

A handwritten signature in black ink, appearing to read "Not Available", written over a horizontal line.

Not available

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization you are required to add as an additional insured to this policy by written contract or written agreement which is currently in effect or coming into effect during the term of this policy; and executed prior to the occurrence of any "property damage", "bodily injury", or "personal and advertising injury".
but only with respect to operations of the Named Insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- 1. In the performance of your ongoing operations;
or
- 2. In connection with your premises owned by or rented to you.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

EXHIBIT 14

TIP SHEETS:

John Acquarelli

Duke's Racing Selections

2317 Hogan Way
Oceanside, CA 92056

Bruce M. Andrews, Jr

Deuce Bruce

5910 Rancho Mission Rd
San Diego, CA 92108

Jeff Bohland

Bob's Card, Inc.

16803 Ernest Avenue
Cleveland, OH 44256

SADDLERY SERVICES:

Frank Wipfli

Western Saddlery, Inc.

7038 Commerce Circle
Pleasanton, CA 94588

MISCELLANEOUS CONCESSIONS/SERVICES:

Tony Vasquez

Garda Cash Logistics

8807 Complex Drive
San Diego, CA 92123

Michael Costello

United/Puett Electrical Starting Gates

224 Tater Hill Rd.
East Haddam, CT 06423

Gary S. Bell

Citrus Feed

PO Box 249
La Verne, CA 91750

Chris Aplin

Chris Aplin Barbershop Services

285 W. Huntington Drive
Arcadia, CA 91007

Rayetta Burr

Benoit & Associates, Inc.

Track Photographers
PO Box 60014
Arcadia, CA 91066-6014

Brent Gulley

Gulley's Livestock Disposal

10272 Juniper Rd.
Oak Hills, CA 92344-0304

Angel P. Unamuno

Angel's Feed

4518 Rowland Ave.
El Monte, CA 91731

Del Mar Doxx-A.J. Foster

Track Physicians
380 Stevens Ave., Ste 100
Solana Beach, CA 92075

Deven Owen

West Coast Feed

PO Box 893007
Temecula, CA 92589

Cristobal Virgen

Cristobal Virgen Shoe Shine

1057 Gai Drive
San Diego, CA 92130

Jason Karches

Today's Racing Digest, LLC

1945 Camino Vida Role
Carlsbad, CA 92008

Does the association provide its own concessions? Yes No

18. ON-TRACK ATTENDANCE/FAN DEVELOPMENT

- A. Attach a copy of the promotional and marketing plans for the race meeting.
ATTACHED – EXHIBIT 15
- B. Promotional/Marketing budget for this race meeting: SEE ATTACHMENT
Promotional/Marketing budget for prior race meeting: SEE ATTACHMENT
- C. Number of hosts and hostesses employed for meeting: We employ approximately 22 customer service representatives on weekday racing (Friday) and 35 on weekends (Saturday and Sunday.)
- D. Describe facilities set aside for new fans. At Del Mar, virtually the entire facility is considered a new fan area with customer service locations on every floor and in every betting area that our fan base will enter, with a complete staff of customer service representatives available for guidance, support and assistance. In addition, a large portion of new fans are introduced to racing through our Group Sales Department which provides customized introductions to racing for the day's card tailored to individual groups. Del Mar also offers a variety of free seminars and handicapping education for the more serious newcomers.
- E. Describe any improvements to the physical facility in advance of the meeting that directly benefit:
1. Horsemen SEE ATTACHED
 2. Fans
 3. Facilities in the restricted areas

19. SCHEDULE OF CHARGES

- A. List proposed charges. Note any changes from the previous year.
- Admission (general)
 - Admission (clubhouse) SEE ATTACHED
 - Reserved seating (general)
 - Reserved seating (clubhouse)
 - Parking (general)
 - Parking (preferred)
 - Parking (valet)
 - Programs (on-track)
 - (off-track)
- B. Describe any "Season Boxes" and "Turf Club Membership" fees. SEE ATTACHED

ATTACHMENT

18. PROMOTIONAL AND MARKETING PLANS

A. Attach a copy of the promotional and marketing plans for the race meeting:

EXHIBIT 15

B. Promotional/ Marketing budget for this race meeting and prior race meeting:

<u>Category</u>	<u>2025</u>	<u>2024</u>
Advertising	\$ 313,905	\$ 295,133
Promotions	\$ 37,905	52,405
Communications	\$ 74,441	69,116
Other	<u>\$ 5,000</u>	<u>9,500</u>
Total	\$ 431,251	\$ 426,154

C. Number of hosts and hostesses employed for meeting: **We employ approximately 22 customer service representatives on weekday racing (Friday) and 35 on weekends (Saturday and Sunday.)**

D. Describe facilities set aside for new fans:

At Del Mar, virtually the entire facility is considered a new fan area, with customer service locations on every floor and in every betting area that our fan base will enter, with a complete staff of customer service representatives available for guidance, support and assistance. In addition, a large portion of new fans are introduced to racing through our Group Sales department which provides customized introductions to racing or the day's card tailored to individual groups. Del Mar also offers a variety of free seminars and handicapping education for the more serious newcomers.

ATTACHMENT – 18. ON-TRACK ATTENDANCE/FAN DEVELOPMENT

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

1. HORSEMEN

- **Repair roofing throughout stable area (restricted area) – on-going.**
- **Replacement of stairways, balconies and shed row posts in stable area living quarters (restricted area) – on-going.**
- **Replacement of flooring, doors, locks, and window screens in living quarters (restricted area) – on-going.**
- **Upgrade of morning workout lighting (restricted area) – on-going.**
- **Repair of all stable area smoke detectors (restricted area) – on-going.**
- **Replacement of water service to miscellaneous barns in stable area (restricted area) – on-going.**
- **Backfill of all stable area stalls with decomposed granite (restricted area) – on-going.**
- **Renovation of miscellaneous restrooms, tack rooms and living quarters in stable area (restricted area) – on-going.**
- **Clean and dig-out all stable area wash racks and storm drain boxes (restricted area) – on-going.**
- **Re-grading of main dirt track (restricted area) – on-going.**
- **Renovate Paddock pavers – on going.**
- **Installation of surveillance cameras in Barns – on-going.**

1. FANS

- **New LED Tote Board/Video installed.**
- **Replace standard drinking fountains with water bottle filling stations – on-going.**
- **Remodeling interior of 3rd floor Grandstand bars and (1) restaurant.**
- **Enhancement of Plaza de Mexico with added shade structures and synthetic turf around fountain.**
- **Turf Club upgrades to include new furniture and televisions at tables.**
- **Additional covered seating area on the Stretch Run tarmac.**

- **New lounge area, General Admission 1st and 5th levels of West Grandstand.**
 - **Increase the frequency of power washing seating areas – on-going.**
 - **Upgrade tables/seating in Paddock view restaurants – on-going.**
 - **Painting grandstand seating, railings, and restroom doors – on-going.**
 - **Replacement of television monitors with flat screen monitors throughout facility and the addition of more to increase fan needs – on-going.**
 - **Installation of wireless technology throughout the facility to enhance the mobile app experience - on-going.**
 - **Replace paint and repair Grandstand reserved seating.**
 - **Enhance General Admission seating by adding picnic tables on apron.**
2. Facilities in the restricted areas: **SEE 18-E-1**

19. SCHEDULE OF CHARGES

- A. List proposed charges. Note any changes from the previous year. Price changes from 2024 – Fall Meet 2025 - Friday \$1.00 increase / Sunday and Opening Day \$1.00 increase / Saturday \$1.00 increase .

Fall Meet 2025

Admission \$6.00 (\$3.00 with Diamond Club)

Reserved Seating

\$9.00 Friday
\$13.00 Sunday and Opening Day
\$15.00 Saturday
(includes admission)

Parking (general, single day) \$10.00 (Opening Day \$15.00)

Parking (general, advance
Discount Book of 5) \$25.00

Parking (valet) \$20.00

Programs (on-track) Included with paid admission

Programs (off-track) \$2.25

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

Annual Turf Club Membership (2 persons):	\$1,700.00
Annual Turf Club Membership (1 person):	\$1,200.00
Daily Turf Club Admission (member guests):	\$20.00
Daily Turf Club Admission (non-member):	\$60.00
Stretch Run & Clubhouse Season Box Seats:	\$85 - \$100 per seat
Season Reserved Seat:	\$70.00

- C. Describe any "package" plans such as combined parking, admission and program:
Turf Club memberships include valet parking. All paid admissions and seat or table tickets include official programs. All seat and table tickets include admission in 2025.

- Main Track: Fontana Inner rail: Aluminum. Outer rail: Galvanized Steel Tubing. Inner rail supports: Aluminum with 33" offset. Coverings: Fontana Safety panels. Approximate height of the top inner rail: 40". Turf Track: Inside running rail: Mawsafe pvc injection molded. Inside rail supports: Mawsafe pvc with 16" offset. Approximate height: 47". Outside running rail of the turf course is the same as the inside rail. Outside rail supports are the same as the inside rail supports. Approximate height 47".
- E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474: TOM ROBBINS, EXECUTIVE VP RACING.
 - F. Attach a Track Safety Maintenance Program pursuant to CHRB Rule 1474.
 - G. If the association is requesting approval to implement alternate methodologies to the provisions of Article 3.5, Track Safety Standards, pursuant to CHRB Rule 1471, attach a Certificate of Insurance for liability insurance that will be in force for the duration of the meeting specified in Section 2. -The CHRB is to be named as a certificate holder and given not less than ten (10) days' notice of any cancellation or termination of liability insurance. Additionally, the CHRB must be listed as additionally insured on the liability policy at a minimum amount of \$3 million per incident. The liability insurance certificate must be on file in the CHRB headquarters office prior to the conduct of any racing.

23. DECLARATIONS

- A. All labor and lease agreements and concession and service contracts necessary to conduct the entire meeting have been finalized, except as follows (if no exceptions, so state): EXHIBIT 16
- B. Attach each horsemen's agreement pursuant to CHRB Rule 2044.
- C. Attach an agreement to provide for race-day furosemide administration, pursuant to CHRB Rule 1845.
- D. Attach a lease agreement permitting the association to occupy the racing facility during the entire term of the meeting. (In the absence of either a lease agreement or a horsemen's agreement, a request for an extension pursuant to CHRB Rule 1407 shall be made.)
- E. All service contractors and concessionaires have valid state, county, or city licenses authorizing each to engage in the type of service to be provided and have valid labor agreements, when applicable, which remain in effect for the entire term of the meeting, except as follows (if no exceptions, so state): NO EXCEPTIONS
- F. Absent natural disasters or causes beyond the control of the association, its service



TRACK MAINTENANCE INFORMATION 2025 **Description of Main Track (Dirt), Turf Course and Typical Maintenance Procedures**

DIRT TRACK

The main track racing surface at Del Mar consists of sandy loam similar to the cushion at Santa Anita. The general mixture throughout the racing cushion is 14% silt plus clay and the remainder is coarse and fine sand. The track is watered and harrowed as needed from race to race to maintain a uniform blend providing a consistent racing surface.

Periodically, Del Mar must add material to the main track in order to maintain consistency that is altered due to the degradation of the larger particles from horses and equipment, and as a result of material loss due to transference as horses and equipment exit the track.

TURF COURSE

The main oval of the turf course running surface consists of GN1-Bermuda grass with a profile consisting of ten inches of sand mixed with reinforced fiber. The inside rail of the turf course is moved according to schedule to allow the turf to recover from damage caused by horses. We inform our patrons whenever the rail is moved and update the distance of its placement from the permanent rail position.

Movement of the temporary rail does not change the distance of the race as noted in the official program. Starting points and marker poles are adjusted to compensate for the difference. However, the distance of the running starts will vary depending upon the rail position.

EXHIBIT 16

DEL MAR THOROUGHBRED CLUB - UNION CONTRACTS CURRENTLY IN NEGOTIATION

UNION	SIGNATORY ASSOCIATIONS	JOB CLASSIFICATION	CONTRACT DATES
Teamsters Local 495 Auto Park	Del Mar Thoroughbred Club Los Alamitos Race Course Los Angeles Turf Club, Incorporated Fairplex	Auto Park	July 1, 2024 through June 30, 2027
Teamsters Local 495 Clockers/ Outriders	Del Mar Thoroughbred Club Los Alamitos Race Course Los Angeles Turf Club, Incorporated Fairplex	Clockers / Outriders	July 1, 2024 through June 30, 2027
Teamsters Local 495 Starters	Del Mar Thoroughbred Club Los Alamitos Race Course Los Angeles Turf Club, Incorporated Fairplex	Starters	July 1, 2024 through June 30, 2027
Teamsters 495 Racing	Del Mar Thoroughbred Club Los Alamitos Race Course Los Angeles Turf Club, Incorporated Fairplex	Racing Officials	July 1, 2024 through June 30, 2027
SEIU Local #280	Del Mar Thoroughbred Club Los Alamitos Race Course Los Angeles Turf Club, Incorporated Fairplex SCOTWINC	Mutuels	Jan 1, 2023 through Jan 31, 2026
SEIU #1877 SEIU UNITED SERVICE WORKERS WEST (SEIU USWW)	Del Mar Thoroughbred Club Los Alamitos Race Course Los Angeles Turf Club, Incorporated Fairplex	Racing	In Negotiations
Local #89	Del Mar Thoroughbred Club	Laborers	July 1, 2025 through June 30, 2028
Local #542	Del Mar Thoroughbred Club	Tractor/Truck Drivers	January 1, 2025-December 31st 2029
SEIU #1877 SEIU UNITED SERVICE WORKERS WEST (SEIU USWW)	Del Mar Thoroughbred Club	Admissions / Public Events / Security / Janitorial	July 1, 2022-June 30, 2026



TOC

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

2025

RACE MEET AGREEMENT

BETWEEN

DEL MAR THOROUGHBRED CLUB

AND

**THOROUGHBRED OWNERS OF
CALIFORNIA**

OCTOBER 29, 2025 – DECEMBER 2, 2025

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2025 RACE MEET AGREEMENT

Del Mar Thoroughbred Club

October 29, 2025 through December 2, 2025

THIS AGREEMENT is entered into by and between Del Mar Thoroughbred Club (hereinafter referred to as "TRACK") and the Thoroughbred Owners of California, Inc. (hereinafter referred to as "TOC") and becomes effective on the first day of TRACK's 2025 Fall Meeting, except as otherwise provided herein.

RECITALS

WHEREAS, TRACK is a duly licensed Racing Association, licensed under and pursuant to the Horse Racing Law, Article 4, Chapter 4, Division 8 of the *Business and Professions Code* of the State of California; and

WHEREAS, TOC is the duly organized owners' association recognized by TRACK and the California Horse Racing Board as having authority to negotiate and covenant with TRACK pursuant to Article 22, Chapter 4, Title 4, of the Administrative Code of the State of California; and

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

AGREEMENT

NOW, THEREFORE, the parties hereto, by reason of the premises and in consideration of the mutual promises contained herein agree as follows:

I. RACE MEET

Except as otherwise provided herein, the provisions of this Agreement shall be applicable only to the thoroughbred race meeting conducted by TRACK under license from the California Horse Racing Board for the period commencing October 29, 2025, through December 2, 2025 which meet is hereinafter referred to as the "2025 Fall Meet." Live racing will commence on Friday October 30, 2025 and conclude on Sunday November 31, 2025. The Breeders Cup will conduct racing on October 31 and November 1, 2025.

**II.
PURSE DISTRIBUTION**

TRACK and TOC acknowledge and agree that disbursements made by TRACK to TOC, and to individual horse owners in the form of purses, will be governed by the provisions of this Agreement and the Horse Racing Law, Article 9.5, Article 9.2 and any other provisions regarding purses in any other Articles in Chapter 4, Division 8 of the *Business and Professions Code*. All monies available for purses generated from the pari-mutuel handle and other sources, including but not limited to, underpayments from prior race meets, voluntary deposits by horsemen, deposits by TOC, and accumulated interest on the Paymaster Account shall be held in a separate trust account pursuant to section 19597.5 of the Business and Professions Code for the sole benefit of horsemen and shall not be commingled with monies belonging to TRACK or statutory distributees. In this regard, the TRACK and TOC shall make those funds available for purses and bonuses. Nothing contained herein is intended to change, modify or amend the settlement agreement dated January 5, 1991 with respect to interest on the Paymaster Account.

TRACK further agrees that its Horsemen's Bookkeeper will make owners' purse monies available upon request forty-eight (48) hours after the race is declared official for pari-mutuel purposes, regardless of whether TRACK has received the results from the testing laboratory providing that such distribution is consistent with applicable rules, regulations, and laws of the California Horse Racing Board.

**III.
DISTRIBUTION ESTIMATION**

Because the total amount available for distribution as stakes and overnight purses will not be known until the conclusion of the 2025 Fall Meet, it is understood by the parties that it will not be possible to determine in advance that the funds to be distributed in stakes and overnight purses will be equal to the exact amounts provided by this Agreement and law. However, if at the close of the 2025 Fall Meet, TRACK shall not have paid and distributed in stakes and overnight purses the exact amounts provided for by this Agreement and law, then TRACK may deduct from purses an agreed amount of the excess/overpayment from purses during the analogous Race Meeting conducted by TRACK.

In the event that there is an underpayment from the 2025 Fall race meet that is equal to or less than the current cumulative combined Summer and Fall Meet overpayment from purses as of December 31, 2025 ("cumulative overpayment"); the entire underpayment from the 2025 Fall Meet shall be applied to the cumulative overpayment except for any amounts that TOC and TRACK agree to carry over to future meets to maintain existing purse levels.

Any deficiency underpayment required to be distributed shall be distributed not more than the sixtieth (60th) day after the 2025 Fall Meet closes. The underpayment, if any, carried forward shall accrue reasonable interest commencing at the conclusion of the 2025 Fall Meet, to the commencement of the 2026 Summer Meet as determined by TOC and Track. The deficiency shall be based on actual purse monies collected by Track from intrastate and international satellite locations and advanced deposit wagering providers. One Hundred Percent (100%) of the interest

generated on the actual purse monies collected by Track shall be used for purses during TRACK's next meet commencing in 2025.

Investments will be in accordance with TRACK's investment policy, a copy of which will be provided to TOC at least thirty (30) days prior to the start of the meet.

Representatives of TRACK and TOC shall consult with each other during the 2025 Fall Meet for the purpose of making estimates and acting thereon so that purse monies distributed will closely approximate the amount available under Article II of this Agreement. TRACK shall provide to TOC prior to the 2025 Fall Meet and not less than a bi-weekly basis during the 2025 Fall Meet, for TOC's information, TRACK's projections (and supporting documents) of estimated purses for the 2025 Fall Meet.

IV. DAILY MUTUEL HANDLE

Notwithstanding anything to the contrary provided in Article VIII and IX, if at any time during the 2025 Fall Meet TRACK estimates that, for any reason beyond the control of the TRACK or TOC, the final average daily purse generation will be meaningfully less than the 2024 average daily purse generation, or in the event the purse projections for the 2025 Fall Meet are higher than the purse money generated for overnight purses, then the purse schedule may be reduced. In such event, TRACK shall have the right, but not the obligation, to reduce purses, provided that any such reduction be applied uniformly to the announced stakes program and overnight purse structure, including overnight stakes; e.g., if overall purses are reduced by ten percent (10%), then the total stakes program shall be reduced by ten percent (10%), and the total overnight purse schedule, including overnight stakes, shall be reduced by ten percent (10%), provided however, that stakes will not be reduced if the total projection to be paid for stakes is not in excess of twenty-five percent (25%) of the Net Distribution for the 2025 Fall Meet. TRACK shall not decrease purses without prior written consent from TOC, which consent shall not be unreasonably withheld. In no event shall the TRACK be obligated to supplement purse funds.

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

TRACK shall furnish TOC, upon request, all supporting documents pertaining to pari-mutuel handle, breakage, and purse distribution as may be applicable.

By each Wednesday following a race week ending on a Sunday (or Monday holiday), TRACK shall furnish to TOC a meet-to-date report representing purses paid, purses generated, and the current over/under purse payment position. Notwithstanding, within seventy-two hours of a request, TRACK shall furnish TOC, all supporting documentation pertaining to pari-mutuel handle, breakage, and purse distribution as may be applicable.

**V.
GROSS RACING DISTRIBUTION**

Whenever the term "Gross Racing Distribution" is used herein, it shall mean those portions of the funds handled in TRACK's pari-mutuel pools which TRACK is required to distribute as purses pursuant to the provisions of this Agreement and the current provisions of the California *Business and Professions Code*, including but not limited to, Sections 19491(b), 19491.5, 19491.6, 19596, 19596.5, 19596.6, 19598, 19601, 19602, 19611(d), 19611.5, and 19616.

The Gross Racing Distribution shall include unclaimed refunds ("outs"), if any, from TRACK's 2024 Meet as provided in Section 19601(d) of the California *Business and Professions Code*.

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

**VI.
TOC AND CTT DISTRIBUTIONS**

TRACK shall pay to TOC and CALIFORNIA THOROUGHBRED TRAINERS, INC. ("CTT") for the 2025 Fall Meet the sums required by Section 19613(b) of the California *Business & Professions Code*. Specifically, TRACK shall pay one percent (1%) of the amount available to Thoroughbred horses for purses to TOC and one and one-half percent (1-1/2%) to CTT and the Horsemen's Pension Fund as required by law. The amounts payable to TOC and CTT pursuant to this provision may be referred to sometimes collectively as "TOC and CTT Distribution."

The sums payable under this paragraph shall be paid on Wednesday of each week during the 2025 Fall Meet commencing October 29, 2025; the final payment shall be made on or before 10 calendar days following the close of the 2025 Fall Meet. All such payments shall be based upon actual receipts by TRACK of amounts payable as purses. In the event any payment is not made within 10 days from its due date, interest shall accrue from the initial due date at the rate of ten percent (10%) per annum until such payment is made.

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.

**VII.
NET RACING DISTRIBUTION**

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

1. TOC and CTT Distributions paid pursuant to Section 19613(b) of the California *Business and Professions Code*; and,
2. Cal-bred Maiden Bonus Program – Funds designated by Section 19614.4(d) of the California Business and Professions Code (subject to an equal match by the California

Thoroughbred Breeders Association).

TRACK will pay and distribute in stakes and overnight purses for the 2025 Fall Meet a sum not less than 97-1/2% of the Gross Racing Distribution generated for the 2025 Fall Meet, and will pay the remaining up to 2-1/2% as set forth in Section 19613(b) of the California Business and Professions Code.

By way of example only, and solely for clarification, if at said 2025 Fall Meet, TRACK's Gross Distribution was \$1,000,000.00, TOC would receive one percent 1%, (\$10,000.00); 1-1/2% (\$15,000) would be distributed to the CTT and to the Horsemen's pension fund as required by law. The Net Distribution would be Nine Hundred Fifty-Seven Thousand Five Hundred Dollars (\$975,000.00).

Except as otherwise agreed upon herein, TRACK shall pay to overnight purses during the 2025 Fall Meet, as additional monies, any unpaid surplus projected to be due from the appropriate satellite wagering corporations' two and one-half percent (2-1/2%) fund (hereinafter the "Satellite Fund") as projected to be generated during the 2025 Fall Meet after taking into effect corresponding payments to jockeys or other persons as may be authorized and directed by the California Horse Racing Board. Said additional monies shall be considered part of the Gross Racing Distribution. TRACK shall pay from such surplus two and one-half percent (2-1/2%) thereof to TOC and CTT in the same percentages as provided in Section 19613(b) of the California *Business and Professions Code*.

Track and TOC agree that the current balance in the purse account will be determined ten (10) days after the conclusion of Track's 2025 summer meet on September 19, 2025 and that Exhibit H will be submitted at this time and will provide reasonable projected purse generation for the upcoming meet. Notwithstanding anything to the contrary provided in Sections 8 and 9, if at any time during the Term, Track estimates that, for any reason beyond the control of the Track or TOC, the final average daily purse generated will be meaningfully less or greater than projected on Exhibit H or in the event the projections for total purses to be paid during the Term are meaningfully less or greater than projected in the Summary of estimated Purses on Exhibit H, then the overnight purse schedule set forth on Exhibit B, may be increased or reduced in proportion to the projected overages or underage's; provided, however, (i) that such increase or decrease may only occur with the prior written consent from TOC, which consent shall not be unreasonably withheld, and (ii) in no event shall Track be obligated to supplement purse funds.

VIII. RACING PROGRAMS

A. Stakes Program

From the total purse distribution available for the 2025 Fall Meet, not more than One Million, Six Hundred Ninety Thousand Dollars (\$1,690,000) (pending final approval by TOC) of horsemen's money shall be paid as stakes unless otherwise agreed upon by TRACK and TOC in accordance with the schedule attached hereto and made a part hereof as Exhibit "A."

When a division of a stakes event is deemed appropriate by TRACK, it is agreed that TRACK will not increase the purse by more than fifty percent (50%) of the purse originally scheduled. Additional purse money paid as the result of splitting a stakes race shall be considered stakes money and shall not be considered overnight monies. Should TRACK desire to increase the purse by more than fifty percent (50%) of the purse originally scheduled, TRACK shall obtain the prior written approval of TOC for such a purse increase. TRACK shall not split a stakes race without first obtaining the approval of TOC, which approval will not be unreasonably withheld.

TRACK agrees to use its best effort to submit a tentative Stakes Schedule for all Race Meetings to be conducted by it to TOC six (6) months, but in no event less than four (4) months, prior to the first (1st) day of the subject Race Meeting. TRACK further agrees to commence negotiations with respect to Exhibit "A" at least six (6) months prior to the first day of subsequent Race Meetings.

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

TRACK shall not cancel any non-overnight stakes races without first obtaining the approval of TOC.

All stakes races offered with purses of \$100,000 or more, excluding invitational and Breeders' Cup-enhanced races, shall be guaranteed money events and all stakes races offered with purses less than \$100,000 shall be run as added money events.

If all fees contributed by owners for all guaranteed stakes races including but not limited to nomination fees, entry fees, starting fees and supplemental fees, bring the total purse monies above the guaranteed amount for all guaranteed stakes races, the excess will be used for overnight purses.

If all fees contributed by owners for all guaranteed stakes races including but not limited to nomination fees, entry fees, starting fees and supplemental fees, result in the total purse monies being less than the guaranteed amount for all guaranteed stakes races, the deficit will be made up from overnight purse money.

The Schedule of Fees, including but not limited to nomination fees, sustaining fees, entry fees, starting fees and supplemental fees previously announced for the above-referenced guaranteed stakes races, shall not be reduced during the course of the 2025 Fall Meet. Each guaranteed stakes race to be run during the 2025 Fall Meet shall require total fees of at least one percent (1%) for each starter. All graded stakes races to be run during the 2025 Fall Meet shall require total fees of at least one and one-half percent (1.5%) for each starter.

For all stakes races offering a purse of \$100,000 or more horses competing in such races

shall be placed under surveillance for a period of not less than 6 (six) hours in advance of the scheduled start of the race.

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

B. Overnight Program

TRACK is encouraged to, and may from time to time, present overnight-type stakes races to replace what would otherwise have been featured high-purse allowance races. Each such race offered shall be subject to obtaining the prior consent of TOC, and purse monies paid there under shall not be deemed a part of the total stakes purses for a Race Meeting. The owner of each horse entered in such races shall be required to pay a reasonable nomination, entry, or starting fee. The same scratch policy shall apply as in normal overnight races. TOC agrees initially to the Overnight Stakes Schedule included in Exhibit A.

Without prior consultation and written approval of TOC, TRACK shall not schedule nor use any purse monies for the purpose of conducting an "exhibition" or "match" type race, or any type of racing other than thoroughbred racing as provided for herein during TRACK's 2025 Fall Meet.

Purses paid for overnight races during the 2025 Fall Meet shall be in accordance with the schedule attached hereto as Exhibit B. TRACK agrees not to change the purses provided in the schedule without first obtaining the written consent of TOC.

During the term of the Agreement, TRACK and TOC agree that the terms and conditions attached to overnight races and purses shall be as follows (pending final TOC approval)

1. The minimum claiming price, other than maidens, will be \$5,000.00;
 2. The minimum purse, for all races other than maiden races, during the 2025 Fall Meet shall be \$16,000;
 3. The minimum claiming price for maidens will be \$12,500 provided further that the minimum claiming price offered in Cal-Bred maiden races will be \$20,000;
 4. The minimum purse for maiden races, during the 2025 Race Meet, shall be \$16,000;
 5. Purses for straight maiden races shall be a minimum of \$60,000;
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6. Purses paid for two- and three-year-old horses shall be equal to purses paid for races for older horses for the same type of race;
7. Purses for "Cal-Bred" races shall be equivalent to purses paid in "open" races for substantially the same class and conditions, excluding any CTBA purse supplements;
8. Minimum qualifying winning claiming levels for purposes of the Cal-bred Race Fund Incentives shall be \$40,000;
9. Overnight purses shall not exceed Sixty Seven Thousand Dollars (\$67,000) for each such race written, provided further that overnight stakes purses shall not exceed One Hundred Thousand Dollars (\$100,000.00) for each such race written, excluding supplements from the Cal-Bred Race Fund or any other supplements;
10. Purses for all races run during the 2025 Fall Meet shall be divided and paid to the owner(s) of the horses finishing first through fifth as follows:
 - Sixty percent (60%) of the purse to the winning owner.
 - Twenty (20%) for second;
 - Twelve (12%) for third;
 - Six (6%) for fourth; and,
 - Two (2%) for fifth.
11. A "Participation Purse" in the amount of \$500.00 as determined by TOC and funded from the purse account shall be paid to all starters effectively finishing 6th or worse in any race, and to fifth place finishers if their share of the purse is less than the Participation Purse, wherein said fifth place finisher will receive an aggregated maximum of the Participation Purse. For purposes of the payment of such participation purses, a "starter" means any horse that which leaves the gate at the official start of a race and is considered a legal starter by the Stewards.
12. Unless otherwise agreed upon by TRACK and TOC, entries will be taken not less than three (3) calendar days prior to the day on which such entered horses are scheduled to run
13. Trainers will be permitted to enter up to three (3) horses in any maiden special race, however, not to the exclusion of another unassociated horse, and, further, provided there are at least seven separate wagering interests in the race; and,
14. TRACK agrees to use a "date system" that is mutually agreed to by TOC, TRACK and the other Southern California Thoroughbred racing associations.

15. Trainers will be permitted to enter up to three (3) horses in any overnight race, however, not to the exclusion of another unassociated horse, and, further, provided there are at least seven (7) separate wagering interests in the race;

C. California-Bred Incentive Program and Allowance Purse Increase

1. An amount equal to thirty percent (30%) of the purse paid for finishing first through fifth, inclusive, in any open race, excluding purses for stakes races, starter allowance races and claiming races, but including overnight stakes races, allowance races and non-claiming maiden races shall be paid by TRACK as an owner premium to the owner of a registered California-bred Thoroughbred horse participating in such a race. An optional claiming race shall be considered to be an allowance race with respect to horses not entered for a claiming price. However, a Cal-Bred horse entered for a claiming price in an allowance race is entitled to the bonus provided for herein for finishing first through fifth. A Cal-Bred who has won its first condition in a race restricted to Cal-Breds is still eligible for its first condition in an open race and is entitled to the owner premium mentioned above. Once a horse has won the first two condition allowance races (Cal-Bred and open), then the Cal-Bred win will be disregarded in future races for eligibility purposes only. The owner premium provided for herein shall be reduced by the amount of the owner premium paid to owners of California-bred Thoroughbred horses finishing first as provided in Section 19614.4(a) and (b) of the California Horse Racing Law.
2. In the event overnight purses are increased in accordance with Article IV of this Agreement, retroactive increases shall be made in the Cal-Bred incentive and Allowance Purse increase programs described in this Article unless otherwise specifically agreed to by TRACK and TOC.

D. Other Conditions

During the term of the Agreement, TRACK and TOC agree that the following terms and conditions shall apply:

1. TRACK will schedule only thoroughbred racing during its 2025 Fall Meet;
2. For each week of the Meet, Track shall use its best efforts to card a minimum of seven (7) races on weekdays and nine (9) races on Holidays, Saturdays and Sundays (the "Minimum Race Levels"). In the event that Track believes there are insufficient horses to fill the Minimum Race Levels or other reasons to reduce the Minimum Race Levels for any day, Track shall immediately notify the TOC of its concerns and the parties shall discuss in good faith what, if any, reduction in the Minimum Race Levels should be made for such day or to eliminate a race day. In no circumstance shall Track card less than the Minimum Race Level or eliminate a race day without the prior consultation with and consent of the TOC pursuant to this paragraph, which consent shall not be unreasonably withheld.

3. TRACK agrees to wash or otherwise clean the racing colors or "silks" of owners with horses competing in the 2025 Fall Meet. Such cleaning shall occur on the day on which the silks are utilized or on the day immediately following their utilization. Such cleaning services will be provided at TRACK's expense without right of reimbursement from TOC, the individual owners, and/or their trainers;
 4. The following are the workout criteria that will be in effect for the 2025 Fall Meet. The minimum official, recorded workout distances and number of works for horses to run at the 2025 Fall Meet are as follows:
 - (a) For distances up to 5 ½ furlongs, all first-time starters must have a minimum of three timed workouts, one at least ½ of a mile. For distances six furlongs and beyond, all first-time starters must have at least three timed workouts, one at a minimum of 5/8ths of a mile.
 - (c) Horses which have not raced in 90 days: 3 works, with at least two works during the last 60 days—one of which shall be at least 5/8 mile; and one work during the last 30 days.
 - (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 run 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 race within fourteen (14) days of clearing USDA quarantine, provided that the country of origin's racing jurisdiction has no provision for timed workouts;
 5. No owner, trainer, or veterinarian may have possession of any shockwave therapy or equivalent device while within TRACK's enclosure during the 2025 Fall Meet, except as expressly authorized by TRACK. Any owner, trainer, or veterinarian found to be in possession of such device(s) during the 2025 Fall Meet may be excluded from the enclosure for a period of not less than 10 days, at the sole discretion of TRACK. The identity of any owner, trainer, or veterinarian authorized or found to be in possession of such device(s) shall be disclosed to an appropriate representative of the CHRB, TOC, and CTT within 48 hours of the device's authorization or discovery.
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6. TRACK agrees to permit the scratch of a bona fide entry when at least six (6) horses are entered in a race. The scratch of a bona fide entry is permitted only for the purpose of entry into a subsequent race on either of the next two following days of entries. All such scratches require the consent of the Racing Secretary and the Board of Stewards;
7. TRACK agrees to use an "Also Eligible List" containing up to four (4) horses; however, in no event will the number of horses drawn for a race including also eligibles exceed sixteen (16).
8. The Parties agree that, with regard to the taking of entries, entries submitted by a Jockey's Agent who has been delegated such responsibility by a licensed trainer pursuant to CHRB Rule 1582 are permitted up to 9:30 a.m. on the day of entry, and thereafter shall only be made by the horse's owner, his/her authorized agent, or the trainer.
9. In the event a race offered in the Condition Book, including but not limited to a Substitute or other alternative race, and an Extra race published elsewhere, receive the same number of entries, TRACK shall use its best efforts to ensure that the race published in the Condition Book is considered the preferred race, and will be utilized before any Extra Race to make the card go. Further, should TRACK elect to use an Extra (that was not a Condition Book "overfilled" race or a Condition Book "failed to fill" race) over a filled Substitute race, it shall notify TOC as soon as it is practical. Should a drawn race or races be cancelled due to an act of God or otherwise, TRACK shall make every effort to offer said races to horsemen as Extra Race(s) as soon as possible. Further, said race(s) will have preference over Substitute or other alternative race(s), and Extra races published elsewhere receiving the same number of entries, TRACK shall make every effort to inform horsemen of such preference when races are published.
10. If and when allowed by government regulations, TRACK shall provide free clubhouse admission to owners with a current valid CHRB license validated by the Racing Department of any Racing Association in California.
11. TRACK agrees to provide free clubhouse seating to the owner or owners of a horse competing in a race, on the day of the race. The owner or owners of a horse competing in a stakes shall be the guest of the racetrack in its Turf Club or Directors' Room, and will be provided complimentary meals, excluding bar service; on that date the complimentary dining will be provided for a maximum of four (4) individuals per horse competing (restaurants and meals/drinks may be amended based on government regulations); further TRACK agrees to provide to the owner of a horse that starts in a Grade I, Grade II or Grade Stakes Race during the 2025 Fall Meet a custom "Saddle Towel." The saddle towel will be same saddle towel used in the Grade I Stakes Race and will be embroidered with the horse's name and

any other applicable logos etc., specific to the individual race. Said saddle towels will be provided at TRACK's expense without right of reimbursement from TOC, the individual owners, and/or their trainers. A "starter" means any horse that leaves the gate at the official start of a race, and is considered a legal starter by the Stewards.

12. TRACK agrees to provide to TOC free, front side office space, acceptable to TOC, during TRACK's 2025 Fall Meet; and,
13. During all periods covered by this Agreement, within 48 hours of receipt of a written request from TOC, TRACK agrees to provide to TOC, in written and/or electronic form, such InCompass services data as is reasonably available and necessary to respond to TOC's request.
14. TRACK agrees to maintain, at no cost to TOC, appropriate "Finish Line" signage, equal in size and character to its own, in the first position past the finish lines on both the dirt and turf tracks during the TRACK's 2025 Fall Meet.
15. TRACK agrees that should it decide to cancel a race or day of racing after entries have been drawn for that race or race day, it will reimburse the owners of all such horses affected the actual cost of any veterinary fees and/or any transportation costs incurred as a result of being entered to run in any race cancelled by TRACK. Said reimbursement is intended to apply to situations in which the TRACK has unilaterally decided to cancel a race or race day due to its own negligence or that of its agent[s], or voluntarily for reasons of its own choosing, but shall not apply to cancellations caused by acts of God or as otherwise specified herein below in section XVI, or as a result of the intervening unforeseen acts of independent third parties. Track and TOC agree to meet for the purpose of fairly determining the reason or reasons for the cancellation of a race or races that have been drawn.
16. TOC understands and agrees that the TRACK has adopted a No-Slaughter Policy ("Policy"), which shall be in effect during the Meet. TOC shall make a reasonable effort to inform its members of the policy and to encourage each to honor that Policy. Specifically, TOC will notify it's members that the Policy imposes on any owner and trainer stabled at a TRACK facility or competing in a race run at TRACK, who directly or indirectly participates in the transport of a horse from TRACK or other TRACK owned or operated facility to either a slaughterhouse or an auction house engaged in selling horses for slaughter, shall be prohibited from any allotment or use of a stall or stalls at TRACK, or other off-track stabling facility over which TRACK exercises any control or indirectly funds. The Policy is also intended to apply to any actions related to the transport of a horse from TRACK or other TRACK owned or operated facility where the ultimate intended result is the horse's slaughter.

17. TRACK AND TOC have mutually agreed to medication reforms which are specified in Exhibit G of this Agreement.
18. Post Time Self Insurance Group ("Post Time") provides workers' compensation insurance for certain California jockeys as required by California Horse Racing Law. Post Time has advised the TOC that it is necessary to make a Per-Start Fee Deduction in the amount of \$158 during 2025 (the "Per Start Fee Deduction") from the account of each owner of a horse that is trained by a trainer who utilizes Post Time to provide the appropriate workers' compensation insurance coverage for their jockeys. Accordingly, TOC hereby authorizes and directs TRACK's Paymaster of Accounts to make the Per-Start Fee Deduction in the amount of \$158 from the paymaster account of each owner whose horse is trained by a Post Time member, unless that Owner has elected the opt-out right to not have the Per-Start Fee Deduction taken from such Owner's purse account (which opt-out election shall be made in accordance the policies and procedures from time to time adopted by Post Time). With respect to the Per-Start Fee Deduction amounts to be made in accordance with this paragraph, the TRACK's Paymaster of Accounts may only pay such Per-Start Fee Deduction upon receipt from Post Time of a detailed invoice listing each deduction by race track, race date, race number, horse name, trainer name and owner name, together with a written certification from Post Time that the trainer, acting as the owner's agent, has provided consent or authorization to Post Time for the Per-Start Fee Deduction.

IX. UNIFORMITY AND CONSISTENCY

TRACK and TOC agree to endeavor to establish consistency and uniformity for overnight purse schedules. The first Condition Book for the 2025 Fall Meet shall represent the standard or "norm" for the 2025 Fall Meet. TRACK shall not increase or decrease overnight purses which are written for the same quality of horses and substantially the same conditions as those provided for in the standard or "norm" Condition Book, provided, however, that TRACK may make alterations in purse schedules as provided herein in the event of calamitous or substantial unforeseen economic circumstances or acts of God, which cause a substantial or radical effect on the amount of purses generated for the 2025 Fall Meet. Any such changes, however, can be made only after first obtaining the written consent of TOC, which will not be unreasonably withheld.

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

TRACK agrees to submit to TOC at its principal office in Del Mar its camera-ready draft of the proposed first Condition Book at least forty-eight (48) hours prior to the date it is sent to the

printers, if feasible, and if not as soon thereafter as possible, to enable TOC to review the same.

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

TRACK agrees to use its best efforts to make its first Condition Book for the 2025 Fall Meet available to horsemen at least ten (10) days prior to opening day.

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

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

**X.
CHANGES TO RACE AND ELIGIBILITY REQUIREMENTS**

Except as expressly authorized herein, absent prior agreement with the TOC, TRACK shall not, during the 2025 Fall Meet, implement or put in place any change to the overnight purse structures, minimum purses awards, minimum claiming levels or eligibility requirement, as set forth in the First Condition Book and Schedule of Overnight Purses attached as Exhibit B, nor shall TRACK change or modify the conditions of the meeting set forth on TRACK's application form or contained within the First Condition Book.

**XI.
NUMBER OF HORSES IN A RACE**

When six (6) horses are entered in an allowance or overnight stakes race under six (6) separate wagering interests, during TRACK's 2025 Fall Meet, and provided such horses are stabled on the grounds of either Del Mar, or another approved auxiliary offsite stabling facility in Southern California, such race shall be considered filled and shall run. It is further agreed by the parties that the Racing Secretary has discretion to use overnight stakes, allowance, and/or high-priced claiming races with five (5) separate wagering interests in order to maintain a balanced racing program but is to notify TOC as soon as practical when doing so. For all other overnight races when seven (7) horses are entered under at least seven (7) separate wagering interests, and provided such horses are stabled on the grounds of either Del Mar, or another approved auxiliary offsite stabling facility in Southern California, such race shall be considered filled and shall run.

If not run as originally scheduled, TRACK will use its best efforts to reschedule the race in question or a similar race as an "extra" race within the next three (3) racing days. TRACK will notify TOC of cancellation of such races, listing the names of the horses that did enter.

XII.
MAIDEN AND CAL-BRED RACES

Provided that sufficient horses within the following classifications are available upon the grounds or on other grounds which furnish horses for racing at the 2025 Fall Meet, and are ready to participate in such scheduled races, TRACK will run an average of not less than 2.5 maiden races per day during the 2025 Fall Meet, and will, in addition, use reasonable efforts to increase the average to 2.6 maiden races per day.

It is also understood and agreed that TRACK will use its best efforts to provide one (1) race on each racing day for Cal-Breds, as provided for and in accordance with Rule 1813 of the California Horse Racing Board Rules and Regulations. In the event a Cal-Bred race does not fill and is opened up for horses other than Cal-Bred horses, then and in that event, the Cal-Bred horses shall be preferred.

A Cal-Bred overnight race shall not be opened up in the event there is a minimum of seven (7) betting interests entered as Cal-Bred horses provided that such horses are stabled on the grounds of Del Mar or another approved auxiliary offsite stabling facility in Southern California, provided further that when six (6) horses are entered in a Cal-Bred allowance or Cal-Bred overnight stakes race under six (6) separate wagering interests, such races shall be considered filled and shall run.

The provisions of Article XI relating to listing the names of the horses that did enter shall also apply.

XIII.
STALL ASSIGNMENTS

TRACK shall during the 2025 Fall Meet provide a minimum of 1,900 stalls and horse pens in good condition for stabling. In the allocation and assignment of stall space for thoroughbreds, so long as owner is duly licensed, TRACK will not discriminate in any way against any owner by reason or membership of any owner in TOC, or for any reason not associated with the criteria listed below in this paragraph. If any owner asserts that the Stall Committee of TRACK shall have so discriminated on such ground or grounds, then the owner claiming to be so aggrieved shall submit his claim to TOC for examination, and TOC shall then believe the claim to have merit, it shall then be entitled to present the merits of the grievance on behalf of such owner to TRACK.

TRACK agrees to use its best efforts to provide stalls to horses that are in a condition to train and run at the 2025 Fall Meet. Stalls will be allocated and made available, without charge, to those thoroughbred horses for which TRACK's Racing Secretary has approved stalls. Stalls shall be assigned only to thoroughbred trainers engaged in the care and training of thoroughbreds which TRACK has approved and to which TRACK has allocated stalls to prepare for racing. TRACK's obligations to furnish and allocate stalls shall be subject to TRACK's right to withdraw stalls allocated to horses not currently approved for racing or preparation for racing, or not actually training for racing, and to TRACK's needs for access to such stalls for repairs, maintenance and construction.

It is the intention of TRACK that stall allocations shall be made primarily on the basis of the quality and condition of the horses for which stall space is requested upon the availability of stall space and taking into consideration the character of the Meet contemplated to be held by TRACK and the horses suitable for the holding of such race meet.

TRACK shall not allocate more than forty (40) stalls to any one trainer. Following allocation of stalls which shall not exceed forty (40) to any one trainer, should there be availability TRACK may allocate space for up to ten (10) pens per trainer (pens will be owned and provided for by trainer). If TRACK determines that the number of available stalls exceeds the number of qualified and eligible horses which have been allocated stalls, then and in that event, TRACK may allocate, on an equitable basis, up to fifty (50) stalls to any one trainer. The intent of this provision is to insure fair and reasonable consideration of all applications by TRACK, so that no one trainer may be awarded in excess of forty (40) stalls until such time as all applications for stalls for eligible and qualified horses have been reviewed, considered, and stalls have been reasonably provided to those horses which have been determined to meet TRACK's eligibility and qualification requirements.

TRACK agrees that it will provide the following: stalls available by October 18 and the main track available October 20.

TRACK agrees that the main track will be open, available and in condition for training at no charge to horsemen for at least two (2) days following the close of the 2025 Fall Meet.

**XIV.
HOLDING (TRANSIT) BARN**

TRACK agrees that it will regularly clean and maintain the Holding (Transit) barn used for horses shipping in to run at the 2025 Fall Meet.

**XV.
FIRST POST TIME**

All Post times for the 2025 Fall Meet must be submitted for approval of the CHRB in TRACK's initial application for license. Any changes in Post time following the opening of the 2025 Fall Meet must be submitted concurrently to CHRB and TOC.

**XVI.
INTERRUPTED RACING SCHEDULES: FORCE MAJEURE**

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

XVII.
STABLING AT AND VANNING FROM
AUXILIARY STABLING FACILITIES

TRACK shall, at least sixty (60) days prior to the opening of its 2025 Fall Meet, notify the California Horse Racing Board and TOC which approved auxiliary offsite stabling facilities in Southern California will be acceptable to TRACK as auxiliary stabling facilities so long as such can be accomplished without compensation of any nature whatsoever, direct or indirect, by TRACK to such facilities other than such compensation as provided in the California Horse Racing Law and so long as each facility is recognized as an approved year-round training facility by the CHRB.

TRACK agrees it will provide auxiliary stall applications for horses to be stabled at auxiliary stabling facilities well in advance of the opening of TRACK's Race Meeting. Unless otherwise agreed, said auxiliary stalls shall be made available without cost to horsemen, pursuant to Section 19535 of the California Horse Racing Law.

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

XVIII.
ACCESSIBILITY TO TRACK

TRACK agrees that at least one (1) gate will remain open twenty-four (24) hours daily permitting access to the backstretch for all licensed personnel. TRACK further agrees to permit all licensed personnel to use the designated parking area adjacent to said gate for purposes of parking personal vehicles, free of charge.

XIX.
ANTI-MONOPOLY PROVISION

TRACK acknowledges TOC's interest in assuring that horsemen will, during the 2025 Fall Meet, have the opportunity to procure and receive supplies, services, utilities, transportation, and other facilities required by the horsemen at a competitive cost or price usually available in a free enterprise marketplace. Accordingly, TRACK agrees not to limit this free enterprise system of competitive service and supply to the horsemen by means of TRACK entering into any agreement or otherwise seeking to establish or impose upon the horsemen a monopoly of restrictive servicemen or suppliers who would have exclusive access to the horsemen's needs or requirements.

TOC acknowledges that TRACK must provide, maintain and control reasonable access to and from TRACK property; security for persons and property; traffic regulation; and numerous other activities related to the racing industry. Accordingly, TOC agrees that TRACK may, for a reasonable and proper cause, restrict or prohibit any serviceman, supplier or vendor from having access to the grounds and the horsemen, provided that TOC will be given a minimum 24-hour prior written notice by TRACK that a particular serviceman, supplier or vendor will be denied

further access or privileges to TRACK grounds or property. Notwithstanding anything to the contrary herein, horsemen shall have the right to use their own hot-walking machines or acquire hot-walking machines from any source they may determine.

**XX.
CREDENTIALS**

TRACK agrees to provide owner/trainer stickers or other appropriate credentials to all licensed personnel either employed on or with horses stabled on the grounds, at an authorized auxiliary stabling facility, or whose horse has competed or is scheduled to compete at the 2025 Fall Meet. Track and Stable area access will be in accordance with COVID-19 response protocols and government regulations.

TRACK further agrees to issue to all TOC Board members, its President, "official" credentials for the 2025 Fall Meet, including but not limited to, an "official" credential and Turf Club, or equivalent, guest pass. All other TOC authorized personnel, up to a maximum of five (5) shall receive an "official" credential. Track and Stable area access will be in accordance with COVID-19 response protocols and government regulations.

**XXI.
TRAINING FACILITIES**

At all times during the 2025 Fall Meet, TRACK will cause the main track to be open at 6:00A.M. and to remain open until 9:30 A.M. every day of the week. The first 10 minutes of training after the first two renovation breaks will be reserved for workers.

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

TRACK agrees, on each day horses are stabled at TRACK, to have available during all training hours a fully manned, licensed and operable ambulance for injured horses. TRACK agrees to maintain and keep clean the ambulance throughout the duration of the Meet. On all days horses are stabled at TRACK, TRACK shall maintain a fully manned, licensed, and operable ambulance on the premises during training and racing hours for injured persons, in each case including a driver.

TRACK agrees, while horses are stabled at TRACK during its 2025 Fall Meet, to have a manned, operating starting gate for training on the main track six (6) days per week.

**XXII.
OWNERS' PROPRIETARY RIGHTS**

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

simulcasting, and wagering on the outcome thereof, *e.g.* the sale of merchandise bearing the name or likeness of a horse, TRACK shall contact the individual owner or owners of said horse and obtain their consent, and if necessary and appropriate, reasonably compensate said owner or owners for the use of such name, image, or likeness.

TRACK acknowledges that, in the context of simulcasting, televising, and the rebroadcasting of races, the proprietary rights created by the collective image of the race belong to all owners participating in a given race meeting subject to applicable law. By virtue of the California Horse Racing Board's recognition of TOC as the official owners organization, its Rules and Regulations of Racing, and applicable provisions of California and Federal law, TRACK agrees to negotiate exclusively with TOC as to the consensual use of the collective image of the race for purposes of simulcasting, televising, and the rebroadcasting of races to the extent required by applicable law.

TOC, on behalf of all owners participating in TRACK's 2025 Fall Meet, consents to TRACK's use of the collective image for the purpose of promoting, simulcasting, televising, and/or the rebroadcasting of races occurring at the 2025 Fall Meet. TOC consents to TRACK's use of said image without compensation other than that provided by the appropriate provisions of the California Horse Racing Law, the Rules and Regulations of Racing, and/or Federal Interstate Racing Act, excepting races sold by TRACK to network television, cable television, satellite television, closed circuit, computer or interactive wagering, or other commercial enterprises or uses currently developed or to be developed for which TRACK receives compensation, other than that provided by State and/or Federal legislation, including but not limited to, promotional, licensing, or usage fees paid by sponsors. TRACK agrees to obtain TOC's prior consent to such sales or usages and to negotiate a reasonable contribution to overnight purses from the revenues derived by said sale or use. In the event the parties are unable to amicably resolve either the issue of consent or to conclude negotiations with respect to a reasonable contribution, either or both of those issues shall be submitted to binding arbitration before the CHRB Security and Licensing Committee within two (2) weeks after determination that the issue cannot be amicably resolved.

TOC, on behalf of all owners participating in TRACK's 2025 Fall Meet, further agrees that the nomination of or entry of a horse into a race shall be deemed to be authorization for TRACK to use the name, image, or likeness of individual horses for promotion of attendance at and wagering on such races, whether live or at simulcast locations.

XXIII.

RACE SPONSORSHIPS

TRACK and TOC recognize and agree that race sponsorships are, and continue to be, an important potential source of ancillary revenue and barter. The parties further agree that each wishes to do all it can to attract and satisfy sponsors as a means to ensure that actual and potential sponsors assess such investment as valuable and consistent with their business objectives.

Additionally, TRACK and TOC believe that a fair and equitable division of race sponsorship revenue and barter serves their best interests, and the industry as a whole. Accordingly, TRACK shall pay to purses or TOC the following:

An amount equal to at least one-half of the compensation exchanged, paid to, or earned by TRACK from any sponsor or other entity in consideration for which the sponsor or designated third-party receives the right, whether exclusively or in conjunction with another, to have its name, logo or other identification associated with one or more races conducted at TRACK, whether as an entitled or "presented by" sponsorship.

. (This section needs to be updated to include sponsorship money from FanDuel, Oak Tree and Caesars for the same or similar stakes races.)

XXIV.

INTRASTATE SIMULCASTING

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

XXV.

INTERSTATE SIMULCASTING (EXPORT)

TOC's consent to interstate simulcasting is required in accordance with the Federal Interstate Racing Act of 1978. TRACK has requested the consent of TOC to simulcast the races specified on Exhibit "C." TOC consents to the simulcast of the specified races in accordance with the terms and conditions of TOC's consent letters.

TRACK and TOC understand that TRACK may, subsequent to the execution of this Agreement, request TOC's consent to simulcast additional races to other interstate satellite locations. TRACK and TOC agree that this Agreement may be amended from time to time pursuant to letter agreement executed by TRACK and TOC. Said amendment shall include TRACK's request to simulcast to additional satellite locations and TOC's consent thereto. Each request by TRACK shall state the satellite location and the address thereof, the race(s) which TRACK desires to simulcast (in detail, for example, special races, full cards, etc.), the type of races conducted at the simulcast location, for example, quarter horse racing, standardbred racing, dog racing, thoroughbred racing or mixed meets, (TRACK shall indicate if there is no live racing at the simulcast location) and the consideration that TRACK will receive for simulcasting such race(s). Unless otherwise agreed upon, such consideration shall, after payment of California license fees and breeders' awards, be shared equally for purses and commissions. TOC agrees to use reasonable efforts to respond to each request by TRACK within seventy-two (72) hours after receipt of such request by TOC, excluding Saturdays and Sundays.

As a condition of TOC's consent for TRACK to provide the audio-visual signal of its races to locations which engage in phone and/or internet wagering, herein called "ADW" wagering, TRACK shall take all reasonable steps to identify by percentages the handle source. As a further condition of TOC's consent, TRACK must request each location that engages in ADW wagering to obtain from its tote vendor the breakdown by percentage of such locations' daily handle as between ADW wagers and other than ADW wagers. This information shall be provided to TRACK and TOC within 10 days following the commencement of TRACK's meet and the balance of such information within 10 days following the close of TRACK's meet.

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

XXVI.

INTERSTATE SIMULCASTING (IMPORT)

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

XXVII.

INTERNATIONAL SIMULCASTING (EXPORT)

TRACK has requested the consent of TOC to the international simulcast of its races as listed on Exhibit "D." TOC consents to the simulcast of the races listed on Exhibit "D."

With respect to international simulcast races, the compensation, if any, paid to TRACK shall be divided equally between commissions for and purses at TRACK.

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

XXVIII.

INTERNATIONAL SIMULCASTING (IMPORT)

TRACK and TOC desire to import simulcast races from out-of-country locations. The Parties agree that any and all such imported international simulcasts shall be undertaken pursuant to existing California law including, but not limited to, Business & Professions Code Section 19601(j). In addition, TRACK agrees to provide immediately following consummation thereof contents of oral agreements and copies of written agreements with out-of-country locations from which TRACK intends to import races for wagering purposes. Purse money and commissions

generated from wagering on races imported from out-of-country locations shall be divided in accordance with the applicable provisions of the California *Business and Professions Code*.

XXIX.

INTRASTATE ADVANCE DEPOSIT WAGERING (“ADW”)

TRACK has requested the consent of TOC to the simulcast of races conducted at TRACK during its 2025 Fall Meet for the purposes of intrastate advance deposit wagering by and/or wagering instructions to California licensed advance deposit wagering providers as listed on Exhibit “E.” TOC consents to the simulcast of the specified races for the purposes of intrastate advance deposit wagering in accordance with the terms and conditions of TOC’s consent letters, and pursuant to California Business & Professions Code, section 19604(b)(1)(C) and the Interstate Horseracing Act, 15 USC 3001, et. seq.

In addition to any other terms set forth in the consent letters or otherwise required by law, TOC conditions its consent to the acceptance of advance deposit wagers and/or wagering instructions by approved California licensed ADW providers from California residents on Thoroughbred races conducted at TRACK during its 2025 Fall Meet as follows:

1. The contractual compensation received by any such provider does not exceed five percent (5%) of handle directly derived by such wagering or wagering instructions facilitated by that provider;
2. Approved ADW providers’ “broadcast partners” agree to pay and/or to accept no more than two percent (2%) from other approved California licensed ADW providers as compensation for the broadcast or televising of races conducted at TRACK during its 2025 Fall Meet, as negotiated and agreed to by both TRACK and TOC;
3. Approved ADW providers shall enter into agreement with CHRIMS to deliver on a timely basis such information as is necessary to comply in all respects with the reporting requirements of Section 19604(d)(2)(D) of the California Horse Racing Law and in doing so shall submit daily data files as required by Section 19604(c) of the California Horse Racing Law. CHRIMS shall receive a fee for services as agreed by the parties. In the event an ADW provider does not enter into said agreement with CHRIMS, the ADW provider shall comply with the items #4 - #6 below; otherwise, items #4 - #6 shall not apply.
4. Approved ADW providers agree to disclose to CHRIMS, in a timely fashion and a form reasonably acceptable to CHRIMS, its respective ADW wagering handle information;
5. Approved ADW providers agree that all costs associated with such CHRIMS disclosures, and/or the preparation and submission of such information and the audit thereof as set forth herein, are to be borne individually by each provider; and,
6. Approved ADW providers agree that the audit and disclosure requirements referred to in sections XXIX (4) and (5) immediately above are as follows:

- A. Providers shall be required to undergo an annual pari-mutuel audit prepared in accordance with GAAP of their California wagering operations including, but not limited to, all wagers placed by California residents on horse races, and by out-of-state residents on California horse races;
 - B. Providers shall be required to provide an end-of-meet pari-mutuel audit report similar in scope and detail to that required of and submitted to pari-mutuel auditors relating to wagers placed at a licensed California racing association and/or satellite facility;
 - C. The end-of-meet audits required shall be “agreed upon procedures audits,” which include, but are not limited to:
 - (i) Disclosure of all hub fee rate schedules executed with a California racing association and/or horsemen’s organization, and a provider to CHRIMS prior to the opening of each California race meet;
 - (ii) For wagers placed in California on races conducted out-of-state, disclosure of any and all host fee rates to be deducted from takeout for out-of-state racing interests to CHRIMS, and to all California racing associations and horsemen’s organizations affected by the deduction prior to the acceptance of wagers in California on such races. Said disclosure shall set forth such rates in the data format reasonably prescribed by CHRIMS, and shall include a copy of the applicable rate page from any executed agreement between an out-of-state race association and provider;
 - (iii) Disclosure of all host fee rates to be paid to California racing associations and horsemen’s organizations on wagers placed on California races by non-California residents to CHRIMS, and to all California racing associations and horsemen’s organizations authorizing and/or approving such wagers seven days prior to the opening of the affected California race meet. Said disclosure shall set forth such export host fee rates in the data format reasonably prescribed by CHRIMS, and shall include a copy of the rate page from the executed agreement between the host track and provider;
 - (iv) The provider shall provide true, complete, and correct industry standard TRA Settlement and TAW data files, pertaining to all wagers placed by California residents and wagers placed by non-California residents on races conducted in California, to CHRIMS on a daily basis by 8:00 a.m. Pacific Time following the day of the event. Additionally, if requested to do so, provider shall also disclose and provide a true, complete, and correct copy of all such files on a weekly basis to affected California racing associations and
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horsemen's organizations. Such disclosure, files, and/or documentation shall include, but is not limited to, the date of all relevant wagers, corresponding TRA code, pool, conventional and exotic takeout, positive breakage, negative breakage, runner pay, postal code, off time, and breed; If during the term of this Agreement, the "TRA Account Wagering File" becomes the industry accepted ADW wagering data file format, then provider shall disclose and provide true, complete, and correct copies of said file, pertaining both to wagers placed by California residents and wagers placed by non-California residents on races conducted in California, to CHRIMS daily in lieu of providing both the "TRA Data File" and the California Account Wagering File; and,

- (v) A detailed breakdown of the distribution of takeout for any wager placed outside of California on a race conducted in California.
- (vi) Provider shall each remit to CHRIMS a monthly data fee of \$3,000.00. Said data fee paid by provider may be increased to cover the reasonable costs to CHRIMS resulting from any recalculation, data handling, or reprogramming necessitated by the failure of provider to submit data as set forth hereinabove. Additionally, said monthly data fee may be increased upon the mutual consent of Provider and CHRIMS.

XXX.

DAILY FANTASY SPORTS

TOC contends that Daily Fantasy Sports is a form of wagering and as such should be treated in substantially the same manner as the distribution of revenues from pari-mutuel wagering conducted at Track. Track and TOC agree that 50% of any revenues generated from Daily Fantasy Sports Contests will be distributed to the purse account.

XXXI.

FIRE AND DISASTER INSURANCE

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

The obtaining of a fire and disaster policy by TRACK does not in any way preclude the individual owner or trainer from taking individual legal action against the TRACK that the owner or trainer deems appropriate, or to prevent the owner or trainer from seeking legal action against

the TRACK directly as a consequence of any acts, conduct, negligence, or other occurrence attributable to TRACK.

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

**XXXII.
TOC COVENANTS**

During the term of this Agreement and as long thereafter as TRACK is not in violation of the terms of this Agreement or of applicable law, TOC will not instigate, promote, encourage or engage in any boycott of any race or Race Meeting (except and in the event the track is unsafe for racing) conducted by TRACK while this Agreement is in force and effect, nor will it encourage any of its members to do so; but shall, so long as TRACK is not in breach of the provisions hereof, exercise and apply such persuasive means as it may lawfully use to encourage its members to conform to, comply with and respect the obligations of TOC hereunder

**XXXIII.
TRACK COVENANTS**

During the term of this Agreement and as long thereafter as TOC is not in violation of the terms of this Agreement or of applicable law, TRACK shall recognize TOC as the official organization representing owners at TRACK's 2025 Fall Meet and shall not file or participate in any action, claim or proceeding seeking the decertification of the TOC as the official and exclusive representative of California thoroughbred owners, nor will TRACK engage in a lockout of TOC members.

**XXXIV.
MUTUALITY**

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

TRACK will notify and consult the TOC, and, whenever reasonable and possible, obtain the consent and approval of the TOC, whenever substantial changes are contemplated by TRACK and proposed with respect to TRACK racing facilities, racing surfaces, racing schedule, or conditions affecting the backstretch. In the interest of promoting public good toward thoroughbred racing, TRACK will provide to TOC TRACK's application for racing license at least ten (10) calendar days prior to its submission to the California Horse Racing Board.

A Horsemen Management Committee may be created, composed of such members of the TOC and CTT as they may designate and the President and/or General Manager, the Racing

Secretary, and other administrative officials to be designated by TRACK. All matters concerning problems of the horsemen with the TRACK will be referred to this committee in an effort amicably and equitably to adjust and resolve any problems which may arise.

**XXXV.
DEFAULT**

The respective covenants herein contained are concurrent, and no covenant shall be enforced by either party hereto which at the time is in default hereunder. If any dispute shall arise hereunder, the prevailing party shall be entitled to its cost of suit, including a reasonable attorney's fee.

**XXXVI.
INCONSISTENT LANGUAGE**

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

**XXXVII.
FUTURE RACE MEET AGREEMENTS**

TOC will submit a Race Meet Agreement for the Next Year Meet to TRACK at least three (3) months prior to the first (1st) day of the Next Year Meet. TRACK shall notify TOC within 21 days of receipt of the Race Meet Agreement for the Next Year Meet of any specific objections of TRACK to such Race Meet Agreement. If TRACK notifies TOC of objections to the Race Meet Agreement for the Next Year Meet, then TOC and TRACK shall meet within 14 days thereafter in good faith effort to reach agreement on the Race Meet Agreement for the Next Year Meet and, if no such agreement can be reached within 30 days after receipt of the original objections TOC and TRACK shall submit such objections for hearing before the CHRB pursuant to Article XXXI herein.

**XXXVIII.
NOTICES**

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

- (a) If to TRACK: Mr. Thomas S. Robbins
Executive Vice President, Racing
Del Mar Thoroughbred Club
P.O. Box 700
Del Mar, CA 92014 -0700

- (b) If to TOC: Mr. William A. Nader
President & CEO
Thoroughbred Owners of California
285 W. Huntington Drive
Arcadia, CA 91007

**XXXIX.
SUCCESSORS AND ASSIGNS**

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

**XL.
MODIFICATIONS**

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

**XLI.
INTERPRETATION**

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

**XLII.
RESERVATION OF RIGHTS**

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

DEL MAR THOROUGHBRED CLUB

9/10/2025

DocuSigned by:
Josh Rubinstein
03A7459DCBE14DC

Dated:

Mr. Josh Rubinstein
President & COO

THOROUGHBRED OWNERS OF CALIFORNIA, INC.

9/9/2025

DocuSigned by:
William A. Nader
20CE9094162E418

Dated:

William A. Nader
President & CEO

EXHIBIT B 2025 DEL MAR FALL OVERNIGHT PURSE SCHEDULE*



	 2025 Overnight Proposed Purse Schedule		S & W Bonus 30%	 2024 Purse Schedule		S & W Bonus 30%
	SHORT/LONG	TOG/CTBAS		SHORT/LONG	TOG/CTBAS	
O/STK	\$100,000	30,000		\$100,000	30,000	
SALW	\$65,000	18,300	\$19,500	\$61,000	18,300	\$18,300
3X	\$65,000	19,500	\$19,500	\$60,000	18,000	\$18,000
2X	\$63,000	18,900	\$18,900	\$57,000	17,100	\$17,100
1X	\$61,000	18,300	\$18,300	\$55,000	16,500	\$16,500
\$50,000	\$43,000	5,160	\$12,900	\$42,000	5,040	\$12,600
\$40,000	\$39,000	4,680	\$11,700	\$36,000	4,320	\$10,800
\$32,000	\$37,000		\$11,100	\$34,000		\$10,200
\$25,000	\$34,000		\$10,200	\$31,000		\$9,300
\$25,000 NW2	\$26,000		\$7,800	\$24,000		\$7,200
\$20,000	\$29,000		\$8,700	\$27,000		\$8,100
STR/16, /Year	\$32,000		\$9,600	\$31,000		\$9,300
\$16,000	\$25,000		\$7,500	\$23,000		\$6,900
\$16,000 NW2	\$22,000		\$6,600	\$21,000		\$6,300
\$16,000 NW3	\$22,000		\$6,600	\$21,000		\$6,300
\$12,500	\$23,000		\$6,900	\$21,000		\$6,300
\$10,000	\$20,000		\$6,000	\$19,000		\$5,700
\$10,000 NW2	\$18,000					
\$8,000	\$17,000		\$5,100	\$17,000		\$5,100
\$6,250	\$16,000					
Str \$50,000 < NW3	\$36,000	4,200	\$11,400	\$35,000	4,200	\$11,400
Str \$50,000 < NW 2	\$34,000	4,080	\$10,200	\$31,000	3,720	\$9,300
MSW	\$60,000	18,000	\$18,000	\$54,000	16,200	\$16,200
MDN/\$80,000	\$38,000		\$11,400	\$38,000		\$11,400
MDN/\$62,500	\$35,000		\$10,500	\$34,000		\$10,200
MDN/\$50,000	\$33,000		\$9,900	\$30,000		\$9,000
MDN/\$40,000	\$27,000		\$8,100	\$26,000		\$7,800
MDN/\$32,000	\$24,000		\$7,200	\$22,000		\$6,600
MDN/\$20,000	\$20,000		\$6,000	\$19,000		\$5,700
MDN/\$12,500	\$16,000					

EXHIBIT C
INTERSTATE SIMULCAST AGREEMENTS

To be provided

EXHIBIT D
INTERNATIONAL SIMULCAST AGREEMENTS

To be provided

EXHIBIT E
APPROVED ADW PROVIDERS

To be provided

**EXHIBIT F
FIRE AND DISASTER INSURANCE**

Attached hereto.

EXHIBIT G
MEDICATION REFORMS

Attached hereto.

EXHIBIT H
Purse Schedule



Race Meet Agreement

Summer 2025 and Fall 2025

Between

Del Mar Thoroughbred Club

And

California Thoroughbred Trainers

July 9, 2025 – September 9, 2025

October 29, 2025 – December 2, 2025

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**2025 Summer and Fall Race Meet Agreement
Del Mar Thoroughbred Club & California Thoroughbred Trainers**

This Agreement is entered into by and between Del Mar Thoroughbred Club (“Track”) and the California Thoroughbred Trainers, Inc. (“CTT”) for the purposes of the 2025 Summer Race Meet and the 2025 Fall Race Meet at Track and becomes effective on July 9, 2025.

RECITALS

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

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

C. CTT is the duly organized trainers’ association recognized by Track and the California Horse Racing Board (“CHRB”) as having authority to negotiate and covenant with Track pursuant to Article 22, Chapter 4, Title 4, of the Administrative Code of the State of California.

D. Track and CTT, in an effort to stabilize certain phases of the business of thoroughbred racing for the purpose of avoiding controversies between them which might interfere with the orderly commencement and conduct of race meetings to the detriment of Track, CTT, and its members, and for the purpose of providing for an orderly and uniform method of dealing with issues involving the racetrack, track safety, the backstretch, and the welfare of trainers and other backstretch personnel, have reached an understanding with reference to the foregoing and other matters and things hereafter specified, and desire to incorporate their understanding in writing.

AGREEMENT

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

1. Term. Except as otherwise provided herein, the provisions of this Agreement shall be applicable only to the thoroughbred race meet conducted by Track under license from the CHRB for the period commencing July 9, 2025 through September 9, 2025 (the “Summer Term”) and October 29, 2025 through December 2, 2025 (the “Fall Term”) (the Summer Term and the Fall Term may be collectively referred to herein as the “Term”).

2. Intentionally Omitted.

3. CTT Distributions.

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

b. The sums payable pursuant to this Section 3 shall be paid on Wednesday of each week during the Term; the final payment shall be made on or before 10 calendar days following the close of each individual race meet which takes place during the Term. All such payments shall be based upon actual receipts by Track of amounts payable as purses. In the event any payment is not made within 10 days from its due date, interest shall accrue from the initial due date at the rate of ten percent (10%) per annum until such payment is made.

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

4. Intentionally Omitted.

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

6. Stall Assignments.

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

b. Track agrees to use its commercially reasonable efforts to provide stalls to horses that are in a condition to train and run at each individual race meet which occurs during the Term. Stalls will be allocated and made available, without charge, to those thoroughbred horses for which Track's Racing Secretary has approved stalls. Stalls shall be assigned only to trainers engaged in the care and training of thoroughbreds which Track has approved and to which Track has allocated stalls to prepare for racing. Track's obligations to furnish and allocate stalls shall be subject to Track's right to withdraw stalls allocated to horses not currently approved for racing or preparation for racing, or not actually training for racing, or for Track's needs for access to such stalls for repairs, maintenance, and construction. CTT members shall cooperate with Track to provide reasonable access to occupied stalls for necessary repairs, maintenance, and construction. The name of any trainer not cooperating with reasonable access shall be provided to CTT within 24 hours of such non-cooperation. Track will assure that stalls being repaired will be substituted for by other stalls at Track's cost, if applicable. Prior to the stable area opening for occupancy, as set forth in subsection (f) below, and at any other time upon CTT's request, Track shall provide to CTT a detailed report (by barn and stall number) of all significant repairs and improvements accomplished within the prior 60 days. Track and CTT agree that structural and infrastructure repairs and maintenance to enhance equine and human safety shall have priority over other improvement projects.

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

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

e. Track agrees that its stalls will be ready, available, and allocated, and the main track will, with respect to each individual race meet during the Term, be open, available, and in condition for training prior to each individual race meet during the Term at no charge to horsemen in accordance with the 2023 Southern California Stabling and Vanning Agreement which was entered into by and between TOC and Track, among other parties ("Stabling Agreement"). Track agrees that the training track will be open, available and in condition for

training prior to the Summer Term only at no charge to horsemen in accordance with the Stabling Agreement.

f. Track agrees that the main track will be open, available and in condition for training at no charge to horsemen following the conclusion of each individual race meet during the Term in accordance with the Stabling Agreement. Track agrees that the training track will be open, available and in condition for training only in conjunction with the Summer Term.

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

8. Exclusion/Suspension of a Trainer.

a. Bases, Legal Standard.

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

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

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

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

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

E. Trainer has committed serious, or repeated material meaning, not purely technical), violation(s) of regulatory protocols, rules, or regulations, or serious, or repeated material (meaning, not purely technical), violation(s) of Track protocols,

rules, or regulations, provided such Track protocol, rule, or regulation does not conflict with any CHRB Rule or the Horseracing Integrity and Safety Act of 2020;

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

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

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

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

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

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

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

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

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

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

changes in Post time following the opening of such race meet must be submitted to CHRB for their approval.

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

12. Stabling at and Vanning from Auxiliary Stabling Facilities.

a. Track shall at least sixty (60) days prior to each individual race meet which takes place during the Term, notify the CHRB and CTT of the offsite facility(ies) which is/are acceptable to Track as the auxiliary stabling facility(ies) so long as such can be accomplished without compensation of any nature whatsoever, direct or indirect, by Track to such facility(ies) other than such compensation as provided in the California Horse Racing Law, and so long as the facility(ies) is recognized as an approved year-long training facility by the CHRB.

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

c. CTT and Track agree to use their commercially reasonable efforts to cause eligible horsemen to be reimbursed promptly for vanning as provided for under applicable law.

d. Track agrees to provide an official vet at the offsite stabling facility(ies) at reasonable intervals to allow trainers to work horses for removal from the Vet's List.

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

13. Accessibility to Track. Track agrees that at least one (1) gate will remain open twenty-four (24) hours daily permitting access to the backstretch for all licensed personnel. Track further agrees to permit all licensed personnel to use the designated parking area adjacent to said gate for purposes of parking personal vehicles, free of charge.

14. Anti-Monopoly Provision.

a. Track acknowledges CTT's interest in assuring that horsemen will during

the Term have the opportunity to procure and receive supplies, services, utilities, transportation, and other facilities required by the horsemen at a competitive cost or price usually available in a free enterprise marketplace. Accordingly, Track agrees not to limit this free enterprise system of competitive service and supply to the horsemen by means of Track entering into any agreement or otherwise seeking to establish or impose upon the horsemen a monopoly of restrictive servicemen or suppliers who would have exclusive access to the horsemen's needs or requirements, without first obtaining the consent of the CTT, which consent shall not be unreasonably withheld.

b. CTT acknowledges that Track must provide, maintain, and control reasonable access to and from Track property; security for persons and property; traffic regulation; and numerous other activities related to the racing industry. Accordingly, CTT agrees that Track may, for a reasonable and proper cause, restrict or prohibit any serviceman, supplier, or vendor from having access to the grounds and the horsemen, provided that CTT will be given a minimum 24-hour prior written notice by Track that a particular serviceman, supplier, or vendor will be denied further access or privileges to Track grounds or property. Notwithstanding anything to the contrary herein, horsemen shall have the right to use their own hot-walking machines or acquire hot-walking machines from any source they may determine; provided, however, that such machines are fully insured and meet all applicable safety standards.

15. Credentials.

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

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

16. Training/Stabling/Employee Housing Facilities.

a. At all times during the Summer Term which Track is scheduled to be open for training, Track will cause the main track to be open at 4:30 a.m. (roof lights when necessary) and to remain open for training until 10:00 a.m. every day of the week. The Track will be available for training seven (7) days a week. At all times during the Fall Term which Track is scheduled to be open for training, Track will cause the main track to be open at 5:30 a.m. (roof lights when necessary) and to remain open for training until 9:30 a.m. every day of the week. The Track will be available for training seven (7) days a week.

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

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

d. Track agrees, on each day horses are stabled at Track, to have available during all training hours a fully manned, licensed, and operable ambulance for injured horses. Track agrees to maintain and keep clean the ambulance throughout the duration of the Term. On all days in which horses are stabled at Track, Track shall maintain a fully manned, licensed, and operable ambulance on the premises during training and racing hours for persons injured on the main track, turf course or training track, or the entrance area to or from the main track, turf course or training track, in each case including a driver and at all times in compliance with any rule, regulation, or directive of the CHRB with regards to ambulance service, staffing and/or emergency medical protocol.

e. Track agrees, while horses are stabled at Track during the Summer Term to have a manned, operating starting gate for training on the main track six (6) days per week. Track agrees, while horses are stabled at Track during the Fall Term to have a manned, operating starting gate for training on the main track four (4) days per week.

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

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

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

i. Track shall maintain stabling and keep all stalls in good repair. Stalls shall

be maintained in such condition that they are safe, useable, and promote the safety and health of the horses, and that of people who work with and have other contact with horses.

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

17. Track Safety.

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

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

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

Thoroughbred Club and the 22nd District Agricultural Association and their respective affiliates, members, partners, shareholders, officers, directors, employee, attorneys, and agents from and against any and all claims, demands, suits, losses, damages, injuries, liabilities, costs and expenses, including reasonable attorneys fee, that arises as a result of said individual being on the main track, turf course or training track. The preceding sentence does not pertain to trainers, exercise riders, jockeys, or grooms performing their regular duties relating to training.

18. Signage & Trainer's Proprietary Rights.

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

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

19. Fire and Disaster Insurance.

a. Track is not responsible for the purchase of any insurance policy covering horses and/or property owned by the members of the CTT. However, in the event that all of the members of the California Thoroughbred racing industry decide to cooperate in the purchase of a fire and disaster insurance policy which covers horses and/or property owned by the members of the CTT which are stabled or located at Santa Anita Park, Golden Gate Fields, Del Mar, Los Alamitos (Thoroughbred), or San Luis Rey Training Center, and such policy has a yearly premium of \$100,000 or less, Track shall upon receipt of an invoice pay its proportionate share of the yearly premium (which proportionate share shall be calculated on a reasonable basis).

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

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

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

representative of California thoroughbred trainers, nor will Track engage in a lockout of CTT members.

22. Mutuality.

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

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

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

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

23. Default. The respective covenants herein contained are concurrent, and no Party who is in default of this Agreement shall have the right to enforce any covenant hereunder until said default has been cured.

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

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

If to Track: Josh Rubinstein
Del Mar Thoroughbred Club
2260 Jimmy Durante Blvd.
Del Mar, CA 92014
josh@dmtc.com

With a copy to: Chris Jaczko
Procopio, LLP
12544 High Bluff Drive, #400
San Diego, CA 92130
chris.jaczko@procopio.com

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

26. Additional Terms.

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

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

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

California and absent jurisdiction in such state court, then in the applicable Federal court of California.

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

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

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

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

h. No Third-Party Beneficiaries, Reliance, or Enforcement. Except with respect to the indemnification obligations set forth in this Agreement, the provisions of this Agreement are not intended to be for the benefit of, or enforceable by, any party other than Track or CTT. Except for Track and CTT, no party shall have any right to rely upon or enforce any of the terms and provisions of this Agreement other than the indemnification obligations set forth in this Agreement. Subject to and without in any way limiting the foregoing, a trainer duly licensed by the California Horse Racing Board who is subject to an Adverse Action (as defined in Section 8 hereof) shall be entitled to pursue the process set forth in Exhibit C of this Agreement provided that such trainer has fully executed and delivered to Track the Track's Stall Application in the form as shown in Exhibit B hereto prior to any such Adverse Action having been taken. In order to avoid any doubt, allowing a third party to bring its own breach of contract action against a contracting party, or to rely upon any of the provisions of this Agreement, other than to enforce an indemnification provision set forth in this Agreement or as set forth in the preceding sentence would be inconsistent with the objectives of the contract and the reasonable expectations of the contracting parties.

The Parties have executed this Agreement effective as of July 9, 2025.

Del Mar Thoroughbred Club

By: Tom Robbins

Name: Tom Robbins

Title: Executive Vice President, Racing

Date: 4/8/2025

California Thoroughbred Trainers, Inc.

By: Alan F. Balch

Name: Alan F. Balch

Title: Executive Director

Date: April 8, 2025

Exhibit A

Del Mar Thoroughbred Club
Terms and Conditions of Stabling and Racing (“Agreement”)

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

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

You, trainer applicant (“Trainer”), hereby agree to each of the following terms and conditions in consideration for permission from Del Mar Thoroughbred Club (“DMTC”) to race and stable horses at Del Mar during the 2025 Summer or Fall Race Meet, as applicable (each, individually referred to as the “Race Meet”), and to participate in the Race Meet. The terms and conditions set forth in this Agreement are hereby incorporated into and made part of the stall application for the Race Meet (the “Stall Application”) as if fully set forth in the Stall Application:

1. DMTC reserves the right, immediately, to: (a) refuse this Stall Application for stable space in whole or in part; (b) refuse to accept any entry in any race; (c) exclude/suspend Trainer from participating in racing and/or training at the Race Meet; or (d) refuse the transfer of an entry (collectively, an “Adverse Action”); provided, however, DMTC shall make the Adverse Decision in accordance with Exclusion Standard as set forth in Section 24 below.
2. If any horse is denied stable space or the privilege of registration for racing for any reason, all nomination fees and payments for eligibility to stake races that have been paid with respect to the horse shall be refunded and such sum will be deducted from the total amount subscribed for the particular race or races.
3. After Trainer’s submission of the Stall Application, Trainer shall notify DMTC immediately of any change in stall requirements and, if stalls have been allocated, of any change in shipping plans.
4. Trainer acknowledges that Trainer has inspected the stalls at Del Mar and is familiar with such stalls and agrees to accept any stalls assigned to Trainer pursuant to the Stall Application. Such stalls shall be made available to Trainer in an appropriate condition for stabling.

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

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

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

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

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

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

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

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

13. **In no event, circumstance, or situation will DMTC be considered to have responsibility for the care, custody, control, or well-being of any horse kept at Del Mar while in assigned stalls, on any racing surface, or elsewhere on the premises.** Trainer

assumes full responsibility for the safety, care, and well-being of all horses stabled by them at Del Mar, and agrees to take all reasonable measures for the protection of such horses, including providing adequate supervision for such animals while on the premises, hiring competent personnel to take care of such animals at all times, cleaning and maintaining stalls assigned pursuant to the Stall Application, and removing any hazardous condition from such stalls which is known to Trainer or their employees, or if Trainer believes that such condition should be remedied by DMTC, promptly calling to the attention of DMTC in writing, any such hazardous condition.

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

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

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

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

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

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

18. Trainer, or one of Trainer's employees, shall have a presence in the barn at all times that there are one or more horses in the barn. DMTC may enter and search living quarters so long as it has reasonable cause to believe that there is an activity taking place that is criminal, or a threat to the health or safety of other occupants of living quarters, or a threat to the health or safety of the horses. DMTC agrees to notify Trainer within 24 hours of any such entries.

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

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

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

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

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

24. Exclusion Standard.

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

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

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

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

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

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

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

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

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

25. Arbitration Agreement & Class Action Waiver.

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

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

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

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

b. General Arbitration Provisions. The following provisions (the “General Arbitration Rules”) shall apply to all Arbitrations except those Arbitration Claims set forth in Section 25(d)(iv):

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

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

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

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

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

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

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

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

c. Non-Exclusion Claims. All Arbitration Claims other than those relating to: (i) Trainer's submission of the Stall Application, (ii) any and all decisions made by DMTC regarding the Stall Application, (iii) revocation of stalls previously assigned to Trainer, and (iv)

Trainer's participation in or attendance at the Race Meet, including without limitation, Trainer's exclusion from participating in the Race Meet and/or training at the Race Meet (collectively, "the Exclusion Claims") shall be conducted in accordance with the General Arbitration Rules. Any Arbitration which contains both Exclusion Claims and non-Exclusion Claims shall be governed in accordance with subsection (d) below.

d. Suspension/Exclusion Claims.

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

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

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

B. CTT Participation and Attendance. If the Trainer requests, and the California Thoroughbred Trainers ("CTT") agrees, the CTT may represent Trainer in the Arbitration. If the CTT does not represent Trainer in the Arbitration Hearing, the CTT may attend the Arbitration Hearing provided that the CTT representatives that attend the hearing agree to be bound by the confidentiality provisions set forth in Section 25(b)(vi) above.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26. Water Usage Warning. DMTC is working to reduce water usage. All Trainers and their employees are required to minimize water usage. Routine inspections may be made to determine if there is excessive use, such as unattended flowing hoses and similar practices.

27. Additional Terms.

a. Governing Law. This Agreement, including all matters of construction, validity, and performance, shall be governed, construed, and enforced in accordance with the laws of the State of California and any applicable federal law as applied to contracts executed and to be fully performed in California by citizens of California and without reference to principles of conflicts of law. Without limiting the effect of the Arbitration Agreement, each party hereby expressly waives any and all rights that it may have to make any objections based

on jurisdiction, venue, or sufficiency of process to any Arbitration brought to enforce the terms of this Agreement, and each party hereto agrees to venue in San Diego County, California.

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

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

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

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

Exhibit B

Acknowledgments and Agreement on Back of Stall Application

1. I acknowledge that the Del Mar Terms and Conditions of Stabling and Racing (the "Agreement") are available at Del Mar's racing office and available for download at *www.dmtc.com*. _____
Initial
2. I acknowledge that I have received and fully read the Agreement. _____
Initial
3. I understand and agree that the Agreement is incorporated into and made part of the Stall Application as if fully set forth on this Stall Application. _____
Initial
4. I am not relying on any other document or contract at the time when I am entering into the Agreement. _____
Initial
5. **I understand and acknowledge that that the Agreement contains an assumption of risk provision and a release of liability provision.** _____
Initial
6. **I understand and acknowledge that the Agreement contains a mandatory arbitration provision with a class action waiver. I understand and acknowledge that the arbitration will resolve disputes that would otherwise be resolved in a court of law, and that by agreeing to arbitrate, I and Del Mar Thoroughbred Club are giving up our rights to sue in court and to have any potential dispute heard by a jury. I understand and agree that a single arbitrator will resolve the dispute.** _____
Initial
7. **I acknowledge that I am not entering into a lease of space agreement but rather, if granted stalls, I will be receiving a revocable license which is subject to the terms and conditions of the Agreement.** _____
Initial
8. In addition to all other requirements set forth elsewhere, for this Stall Application to be considered by Del Mar Thoroughbred Club, I understand and agree that I must: (a) provide the workers' compensation information requested in the space below; and (b) that I must sign and date the Stall Application—and if I submit more than one (1) Stall Application due to my submitting more horses than there is space for on the reverse side of this Stall Application, I must sign each Stall Application separately, initial each Stall

Application separately and provide the workers' compensation insurance information on each separate Stall Application.

Initial

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

Signature

Print Name

Date

Exhibit C

Trainer Exclusion/Suspension Process

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

1. Notice.

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

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

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

2. The Meeting.

a. The CTT will be invited to the Meeting.

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

3. Decision After the Meeting.

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

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

4. Reconsideration Meeting.

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

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

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

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

5. Decision After Reconsideration Meeting.

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

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

c. During Track's review of the original decision, the standard of review to overturn the original decision shall be the "clearly erroneous" standard, as defined in the next sentence. "Clearly erroneous" shall mean: "Reversal is only permitted when upon review of all of the evidence, a reasonable observer would find that it a clear and definite mistake has been committed, such that the original decision was without a rational basis. Reversal is not permitted simply because the reviewing decision maker would have decided the case differently."

6. Arbitration.

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

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

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

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

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

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

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

horses in the shed row and may gallop on the training track if there is one, otherwise on the main track. Track's veterinarian may place other restrictions on the Trainer galloping their horses and the Trainer must comply with any restriction.

3rd PARTY LASIX ADMINISTRATION AGREEMENT

This 3rd Party Lasix Administration Agreement (this "Agreement") is entered into as of April 1, 2025 (the "Effective Date") by and between Del Mar Thoroughbred Club ("DMTC"), the Thoroughbred Owners of California, Inc. ("TOC"), and the California Thoroughbred Trainers, Inc. ("CTT") and each individually a "Party" and collectively the "Parties".

RECITALS

- A. CHRB Rule 1845 requires that the Parties enter into an agreement to provide for race-day furosemide administration.
- B. CHRB Rule 1845 further requires that the agreement described DMTC's program for the administration of race day furosemide, the minimum level of staffing necessary to carry out the program, and the projected costs to horsemen for such administration.
- C. The Parties intend for this Agreement to comply with and satisfy the requirements of CHRB Rule 1845.

AGREEMENT

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

1. **TERM** This Agreement shall take effect on April 1, 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 DMTC (on a per administration basis) an amount equal to Fourty dollars (\$40) for the administration of race day furosemide to such owner's horse ("Lasix Administration Fee"). The Paymaster of Purses will deduct the Lasix Administration Fee from such owner's purse account and remit it to DMTC. By way of this Agreement, all owners hereby consent for the Paymaster of Purses to deduct the Lasix Administration Fee from such owner's purse account and remit it to DMTC. DMTC may increase the Lasix Administration Fee if there is a material increase in cost to administer the race day furosemide program; provided, however, that such increase must first be approved, with such approval not being unreasonably withheld, by the TOC.

3. NUMBER OF VETERINARIANS AND TECHNICIANS DMTC shall initially hire 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 DMTC decides, after consultation with the TOC and CTT that additional furosemide veterinarians or furosemide veterinary technicians are necessary for the proper and orderly administration of race day furosemide, DMTC shall hire such additional number of furosemide veterinarians or furosemide veterinary technicians as it deems necessary.

4. RACE DAY LASIX ADMINISTRATION PROGRAM

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

b. 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 DMTC 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 DMTC 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.

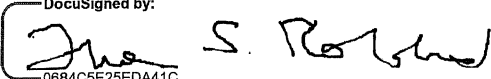
d. Counterparts. This Agreement and all amendments hereto may be executed in several counterparts and each counterpart shall constitute a duplicate original of the same instrument, DMTC, TOC and CTT agree that copies of this Agreement sent by email (in PDF or similar format) or fax, and the signatures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

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

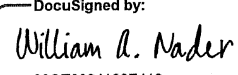
f. No Third Party Beneficiaries. Except with respect to the indemnification obligations set forth in this Agreement, the provisions of this Agreement are not intended to be for the benefit of, or enforceable by, any party other than DMTC, TOC and CTT. Except for DMTC, TOC and CTT, no person shall have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

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

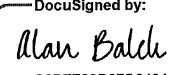
Del Mar Thoroughbred Club

DocuSigned by:

By: 0684C5E25EDA41C
Name: Tom Robbins
Title: Executive V.P. Racing

THOROUGHBRED OWNERS OF CALIFORNIA, INC.

DocuSigned by:

By: 20CE9094162E418
Name: William A. Nader
Title: President & CEO

CALIFORNIA THOROUGHBRED TRAINERS, INC.

DocuSigned by:

By: C8B7E82D37D243A
Name: Alan Balch
Title: Executive Director

3rd PARTY LASIX ADMINISTRATION AGREEMENT

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

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

EXHIBIT A

DEL MAR THOROUGHBRED CLUB FUROSEMIDE PROTOCOL

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

1. Race day furosemide shall only be administered by the furosemide veterinarian or furosemide technician. Any horse which receives race day furosemide from any person other than the furosemide veterinarian or furosemide technician shall be scratched from the race.
2. All horses to be administered race day furosemide must be registered on the CHRB authorized bleeder medication list even if they have raced in other jurisdictions on race day furosemide.
3. The Stewards shall scratch a horse if they are unable to determine that a horse on the authorized bleeder medication list has been administered furosemide prior to a race, or that furosemide was administered to a horse less than four hours prior to the post time of a race that horse is entered to run.
4. Furosemide is the only authorized race day medication at a single IV dose between 150mg-250mg (3cc to 5cc). A horse registered to be administered furosemide shall receive 250 mg of furosemide intravenously unless an alternative dose of not less than 150 mg and not more than 250mg has been determined after consultation between the trainer, owner, or owner's veterinarian, and the furosemide veterinarian.
5. A horse registered on the official authorized bleeder medication list must remain on the list unless the trainer or owner's veterinarian requests the horse be removed. The request must be made using the applicable CHRB form, and which must be submitted to the official veterinarian and approved prior to the time of entry. A horse removed from the authorized bleeder medication list may not be placed back on the list for a period of 60 calendar days unless the official veterinarian determines it is medically necessary for the horse. If a horse is removed from the authorized bleeder medication list a second time in a 365-day period, the horse may not be placed back on the list for a period of 90 calendar days.

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

7. The trainer of any horse to be entered in a race at Del Mar shall report any previous or current incidents of exercise induced pulmonary hemorrhage and any previous adverse reactions to furosemide to the furosemide veterinarian and the CHRB official veterinarian.

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

9. As it relates to all horses that are entered to race on any given day and that are not stabled at Del Mar or have not arrived at Del Mar by 4:30 am of race day, the trainer shall post the applicable CHRB detention stall sign on the horse's stall at the off-site stabling facility and at the stall at Del Mar that the horse will occupy prior to the race no later than 4:30 am of race day. Notwithstanding the generality of the foregoing, if DMTC personnel announce an earlier time for posting the CHRB detention stall sign for any particular race day, all trainers shall be required to post the applicable CHRB detention stall sign at such earlier time. All horses that are stabled at an off-site stabling facility must arrive at Del Mar no later than five (5) hours prior to post time of the race for which it is entered.

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

EXHIBIT B

MEDICATION ADMINISTRATION PROTOCOL

1. Furosemide Veterinarian highlight their assigned horses on treatment sheet.
2. The furosemide coordinator, furosemide veterinarian and furosemide technicians shall review treatment assignments by performing a roll call of each horse in each race to verify that:
 - a. All furosemide eligible horses are assigned to a veterinarian or technician.
 - b. Only one furosemide veterinarian or technician is assigned to each horse.
 - c. Furosemide ineligible horses are not assigned for furosemide treatment.
 - d. Scratches, medication status changes and stall assignments changes are accurately recorded by all.
3. Furosemide shall be administered only after: a) the trainer, owner, or the owner's veterinarian has consulted with the furosemide veterinarian regarding the condition of the horse, and b) the furosemide veterinarian has examined the horse sufficiently to establish a veterinary-client-patient relationship in accordance with 16 CCR 2032.1.
4. Furosemide administration shall be performed in the horses' stalls between 4 ½ to 4 hours prior to the published post time for the race in which the horse is entered. Veterinarians, or technicians, are not to administer furosemide after the 4 hour deadline unless authorized by the Stewards.
5. If a horse is not in its assigned barn/stall when treatment is attempted, the veterinarian, or technician, is to promptly notify the furosemide coordinator who shall contact the Stewards (to have them determine the location of the horse) and then advise the veterinarian, or technicians, of the horses' status / location.
6. If no attendant is present, the horse will not be treated. The veterinarian, or technician, will radio the furosemide coordinator who shall notify the Stewards and request instruction.

7. Administration of the medicine.

a. The furosemide veterinarian, or technician, shall:

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

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

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

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

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

i. Catch and hold the horse.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

i. Time of administration.

ii. Barn/stall (if not previously noted)

iii. Furosemide dose.

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

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

e. All parties present during the administration of furosemide shall certify in writing that they have witnessed the furosemide administration by signing the applicable CHRB form.

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

ROB BONTA
Attorney General

State of California
DEPARTMENT OF JUSTICE



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Facsimile: (619) 645-2271
E-Mail: Josh.Caplan@doj.ca.gov

March 22, 2024

Via Email Only

Chris Jaczko
Procopio, Cory, Hargreaves & Savitch LLP
12544 High Bluff Drive, Suite 300
San Diego, CA 92130
chris.jaczko@procopio.com

RE: *State Race Track Leasing Commission*
February 26, 2024 Meeting of the Board of Directors

Dear Mr. Jaczko:

This letter confirms that at its regular meeting held on March 20, 2024, the State Race Track Leasing Commission ("Commission") took the following actions:

1. The Commission approved the agreement between the Del Mar Thoroughbred Club (DMTC) and Breeders' Cup for the 2025 Breeders' Cup World Championships to be held at the Del Mar Race Track, as required by paragraph 5.8 of the Operating Agreement.
2. The Commission voted to exercise the last and final option to extend the Operating Agreement for a five-year period, as set forth in paragraph 4.1 of the Operating Agreement.
3. The Commission directed the 22nd District Agricultural Association and DMTC to renegotiate certain terms contained in the Operating Agreement, as authorized by paragraph 4.1 of the Operating Agreement, and to bring proposed renegotiated terms to the Commission for consideration and approval at a public Commission meeting in 2024.

March 22, 2024
Page 2

Sincerely,

A handwritten signature in black ink, appearing to read 'Josh Caplan', with a long horizontal stroke at the end.

JOSHUA CAPLAN
Deputy Attorney General
Natural Resources Law

For ROB BONTA
Attorney General

contractors, concessionaires, or horsemen participating at the meeting, no reasons are believed to exist that may result in a stoppage to racing at the meeting or the withholding of any vital service to the association, except as follows (if no exceptions, so state): NO EXCEPTIONS

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

24. CERTIFICATION BY APPLICANT

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

X

Signature

TOM ROBBINS – EXECUTIVE VP RACING 9/15/2025

Click or tap here to enter text.

Print Name

Print Title

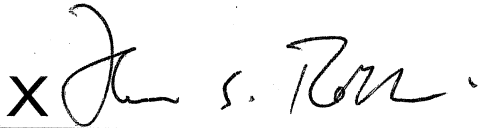
Date

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

24. CERTIFICATION BY APPLICANT

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

X 

Signature

TOM ROBBINS – EXECUTIVE VP RACING 9/15/2025

Click or tap here to enter text.

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.