

**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**  
**JULY 8, 2026, THROUGH SEPTEMBER 8, 2026**

Board Meeting  
 May 13, 2026

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

**Breeds:** Thoroughbred

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

July 2026						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	<b>17</b>	<b>18</b>
<b>19</b>	20	21	22	<b>23</b>	<b>24</b>	<b>25</b>
<b>26</b>	27	28	29	<b>30</b>	<b>31</b>	

August 2026						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						<b>1</b>
<b>2</b>	3	4	5	<b>6</b>	<b>7</b>	<b>8</b>
<b>9</b>	10	11	12	<b>13</b>	<b>14</b>	<b>15</b>
<b>16</b>	17	18	19	<b>20</b>	<b>21</b>	<b>22</b>
<b>23</b>	24	25	26	<b>27</b>	<b>28</b>	<b>29</b>
<b>30</b>	31					

September 2026						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	<b>3</b>	<b>4</b>	<b>5</b>
<b>6</b>	<b>7</b>	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 checked="" type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	Los Alamitos fire clearance valid through 03/18/27. San Luis Rey Downs fire clearance valid through 08/04/26. Santa Anita fire clearance valid through 11/30/26.	<a href="#">Rule 1420(q)</a>
Stabling and Vanning Agreement	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	Southern California Stabling and Vanning Agreement valid through 12/31/26.	<a href="#">BPC 19607.1</a>

Required Information	Status	Comments	CHRB Rule/Law
Fire Clearance	<input checked="" type="checkbox"/> Accepted <input checked="" type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	Current fire clearance valid through 06/08/26. CalFire to conduct final fire inspection either prior to 06/10/26 or on 07/08/26.	<a href="#">Rule 1927</a>
Backstretch Inspection	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	Backstretch inspection completed on 05/01/26.	<a href="#">Rule 2102</a>
Track Safety Inspection	<input checked="" type="checkbox"/> Accepted <input checked="" type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	Track safety inspection scheduled for week of 05/05/26.	<a href="#">Rule 1471(g)</a>
Workers' Compensation Insurance	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	Workers' compensation coverage valid 03/31/26 to 03/31/27.	<a href="#">Rule 1501</a>
Horsemen's Race Meet Agreements	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	<b>Thoroughbred Owners of California</b> – received 04/03/26.  <b>California Thoroughbred Trainers Association</b> – received 04/06/26.	<a href="#">Rule 2044</a>
CHRB Policies	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	<b>Inclement Weather Policy</b> – received 04/07/26.  <b>Concussion Protocol Policy</b> – received 04/07/26.  <b>Track Emergency Procedures</b> – received 04/07/26.	<a href="#">Rule 1432</a>
Wagering Information	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	DMTC requests approval to use ARCI 004-105(T)(4)(f) Method 6 to govern payout of Pick (n) Position (x), which will be a Pick (3) Position (3) wager known as "Three by Three," and to modify ARCI 004-105(T). See letter dated April 6, 2026.	<a href="#">BPC 19599</a>
Emergency and Security	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding		<a href="#">BPC 19481.3</a>
Veterinary Services	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding		<a href="#">Rule 1481</a> <a href="#">Rule 1840</a> <a href="#">Rule 1841</a>

Required Information	Status	Comments	CHRB Rule/Law
ADW Providers and Horsemen's Approvals	<input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding		<a href="#">BPC 19604 &amp; 19604(b)(1)(C)</a>
Administrative Information	<input checked="" type="checkbox"/> Accepted <input checked="" type="checkbox"/> Follow-Up Required <input type="checkbox"/> Outstanding	Occupational licenses must be obtained/renewed prior to the start of the race meet and/or renewed during the term of the race meet.  Deposit Received Required Signatures	<a href="#">Rule 1481</a>  <a href="#">BPC 19490</a> <a href="#">Rules 1433 &amp; 1437</a>

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



**Tom Robbins**  
*Executive Vice President*  
*Racing Office*

April 6, 2026

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 2026 summer 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 summer race meet application.

Very truly yours,

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

Tom Robbins,  
Executive VP Racing

cc: CHRB  
Josh Rubinstein, DMTC



**Tom Robbins**  
*Executive Vice President*  
*Racing Office*

April 6, 2026

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 2026 summer race meet application, the Del Mar Thoroughbred Club agrees to adopt the Inclement Weather Policy which has been posted on the CHRB's website in regard to Racing Safety.

Thank you for your consideration and assistance with the submittal of DMTC's 2026 race meet applications.

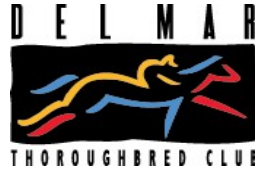
Very truly yours,

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*

April 6, 2026

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 2026 summer 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 summer race meet application.

Very truly yours,

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

Tom Robbins,  
Executive VP Racing

cc: 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 Box700, Del Mar, CA 92014, Phone: 858-755-1141 – Fax: 858-792-1477, EMAIL: Josh Rubinstein, Josh@dmtc.com

B. Breed of horse: Thoroughbred  Quarter Horse  Harness

C. Racetrack name: DEL MAR THOROUGHBRED CLUB (DMTC)

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

E. Was the association licensed to operate a race meeting prior to January 1, 2001?  
Yes  No

If no, attach a surety bond in the amount of one hundred thousand dollars.

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

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

**2. DATES OF RACE MEETING**

A. Inclusive dates allocated for the entire meeting: JULY 8 – SEPTEMBER 8, 2026

- B. Actual dates racing will be held: July 17 – September 7, 2026 - SEE ATTACHMENT
- C. Total number of days or nights of racing: 32 DAYS
- D. Days or nights of the week races will be held: THURS-SUNDAY – MONDAY 9/7/2026  
 Wednesday – Sunday  Tuesday – Saturday  Other (specify)
- E. Number of days or nights of racing per week: 4 DAYS PER WEEK (EXCEPTIONS:  
 WEEK 1 (3) DAYS, WEEK 8 (5) DAYS

### 3. RACING PROGRAM

- A. Total number of races: 300
- B. Number of races for each day or night: SEE ATTACHMENT
- C. Total number of stakes races: 37 (32 REGULAR STAKES AND 5 OVERNIGHT STAKES)
- D. Attach a listing of all stakes races and indicate the date to be run and the added money or guaranteed purse for each. Note the races that are designated for California-bred horses. 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). DISTANCE CHANGES IN (4) STAKES RACES: 8/2 CTBA STAKES FIVE 1/2 FURLONGS / 8/7 GRADUATION STAKES FIVE 1/2 FURLONGS / 9/4 GENEROUS PORTION STAKES 6 FURLONGS / 9/7 I'M SMOKIN STAKES 6 FURLONGS. GREEN FLASH HANDICAP RAISED TO \$200,000 GUARANTEED (Grade II). OCEANSDE HANDICAP RAISED TO \$150,000 GUARANTEED (NO RESTRICTIONS)
  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. LA JOLLA HANDICAP DROPPED – Placed on hiatus to balance purse budget.
- 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?

## ATTACHMENT:

### 2. DATES OF RACE MEETING – ACTUAL DATES RACING WILL BE HELD (B)

- A. Inclusive dates allocated for the entire meeting: **July 08 through September 08, 2026**
- B. **Actual dates racing will be held: July 17 through September 07, 2026, racing every Thursday through Sunday, as well as Monday (Labor Day, 9/7), with the Exceptions of Week 1 (3 days), Week 8 (5 days/Labor Day weekend).**

Exceptions: Week 1, racing three days (Friday 7/17, Saturday 7/18, Sunday 7/19), Week 8, racing 5 days (9/3, 9/4, 9/5, 9/6, and Monday 9/7) Dark 7/20-22, 7/27-29, 8/3-5, 8/10-12, 8/17-19, 8/24-26, 8/31-9/2.

## ATTACHMENT

### 3. RACING PROGRAM

- A. Total number of races: **300**
- B. Number of races for each day or night: \*

DAY	DATES	NUMBER OF RACES
THU – 8 Races	7/23, 7/30, 8/6, 8/13, 8/20, 8/27, 9/3	56
FRI - 8 Races	7/31, 8/7, 8/14, 8/21, 8/28, 9/4	48
FRI - 9 Races	7/24	9
FRI – 10 Races	7/17 (OPENING DAY)	10
SAT – 10 Races	8/8, 8/15, 8/29	30
SAT - 11 Races	7/18, 7/25, 8/1, 8/22, 9/5	55
SUN – 9 Races	8/9, 8/16	18
SUN - 10 Races	8/2, 8/23, 8/30	30
SUN – 11 Races	7/19, 7/26, 9/6	33
MON – 11 Races	9/7 (LABOR DAY)	11

TOTAL

300

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

Running Date	#	Event	Distance	2026 Value		
Fri. Jul 17, 2026	1	Caesars Sportsbook OCEANSIDE STAKES	Three-year-olds	One Mile (Turf)	\$150,000	Guaranteed
Sat. Jul 18, 2026	2	SAN DIEGO HANDICAP (Gr.II)	Three-year-olds and upward	1 1/16 Miles	\$300,000	Guaranteed
Sat. Jul 18, 2026	3	SAN CLEMENTE STAKES (Gr.II)	Fillies, three years old	One Mile (Turf)	\$200,000	Guaranteed
Sun. Jul 19, 2026	Overnight Stakes	Wickerr Stakes	Three-year-olds and upward, N/W S/S \$50,000 at 1 M o/o since October 1	One Mile (Turf)	\$100,000	Guaranteed
Fri. Jul 24, 2026	4	FLEET TREAT STAKES	Fillies, three years old, bred in CA	Seven Furlongs	\$150,000	Guaranteed
Sat. Jul 25, 2026	5	BING CROSSBY STAKES (Gr.I)	Three-year-olds and upward	Six Furlongs	\$400,000	Guaranteed
Sat. Jul 25, 2026	Overnight Stakes	Osunitas Stakes	Fillies and mares, three years old and upward, N/W S/S \$50,000 at 1 M o/o since October 1	One Mile (Turf)	\$100,000	Guaranteed
Sat. Jul 25, 2026	Overnight Stakes	Daisycutter Handicap	Fillies and mares, three years old and upward	Five Furlongs (Turf)	\$100,000	Guaranteed
Sun. Jul 26, 2026	6	EDDIE READ STAKES (Gr.II)	Three-year-olds and upward	1 1/8 Miles (Turf)	\$250,000	Guaranteed
Fri. Jul 31, 2026	7	REAL GOOD DEAL STAKES	Three-year-olds, bred in CA	Seven Furlongs	\$150,000	Guaranteed
Sat. Aug 01, 2026	8	CLEMENT L. HIRSCH STAKES (Gr. I)	Fillies and mares, three years old and upward	1 1/16 Miles	\$400,000	Guaranteed
Sat. Aug 01, 2026	9	CALIFORNIA DREAMIN' STAKES	Three-year-olds and upward, bred in CA	1 1/16 Miles (Turf)	\$150,000	Guaranteed
Sun. Aug 02, 2026	10	CTBA STAKES	Fillies, two-year-olds, bred in CA	5 1/2 Furlongs	\$100,000	Guaranteed
Fri. Aug 07, 2026	11	GRADUATION STAKES	Two-year-olds, bred in CA	5 1/2 Furlongs	\$100,000	Guaranteed
Sat. Aug 08, 2026	12	YELLOW RIBBON HANDICAP (Gr. II)	Fillies and mares, three years old and upward	1 1/16 Miles (Turf)	\$200,000	Guaranteed
Sat. Aug 08, 2026	13	BEST PAL STAKES (Gr.III)	Two-year-olds	Six Furlongs	\$150,000	Guaranteed
Sun Aug 09, 2026	14	SORRENTO STAKES (GR.III)	Fillies, two-year-olds	Six Furlongs	\$150,000	Guaranteed
Sat. Aug 15, 2026	Overnight Stakes	CTT & TOC STAKES	Fillies and mares, three years old and upward	1 3/8 Miles (Turf)	\$100,000	Guaranteed
Sat. Aug 15, 2026	15	SOLANA BEACH STAKES	Fillies and mares, three years old and upward, bred in CA	One Mile (Turf)	\$150,000	Guaranteed
Sun. Aug 16, 2026	16	RANCHO BERNARDO HANDICAP (Gr. III)	Fillies and mares, three years old and upward	6 1/2 Furlongs	\$100,000	Guaranteed
Sat. Aug 22, 2026	17	PACIFIC CLASSIC (Gr.I)	Three-year-olds and upward	1 1/4 Miles	\$1,000,000	Guaranteed
Sat. Aug 22, 2026	18	DEL MAR OAKS (Gr.I)	Fillies, three years old	1 1/8 Miles (Turf)	\$300,000	Guaranteed
Sat. Aug 22, 2026	19	DEL MAR MILE (Gr.II)	Three-year-olds and upward	One Mile (Turf)	\$300,000	Guaranteed
Sat. Aug 22, 2026	20	GREEN FLASH HANDICAP (Gr.II)	Three-year-olds and upward	Five Furlongs (Turf)	\$200,000	Guaranteed
Sun. Aug 23, 2026	21	Caesars Sportsbook Del Mar Derby (Gr. II)	Three years olds	1 1/8 Miles (Turf)	\$300,000	Guaranteed
Sat. Aug 29, 2026	22	DEL MAR HANDICAP (Gr.II)	Three-year-olds and upward	1 3/8 Miles (Turf)	\$300,000	Guaranteed
Sat. Aug 29, 2026	23	PAT O'BRIEN STAKES (Gr.II)	Three-year-olds and upward	Seven Furlongs	\$250,000	Guaranteed
Sun. Aug 30, 2026	24	TORREY PINES STAKES (Gr.III)	Fillies, three years old	One Mile	\$150,000	Guaranteed
Fri. Sep 04, 2026	25	GENEROUS PORTION STAKES	Fillies, two years old, bred in CA	Six Furlongs	\$100,000	Guaranteed
Sat. Sep 05, 2026	26	DEL MAR DEBUTANTE (GR.I)	Fillies, two years old	Seven Furlongs	\$300,000	Guaranteed
Sat. Sep 05 2026	27	DEL MAR JUVENILE TURF (Gr.III)	Two-year-olds	One Mile (Turf)	\$100,000	Guaranteed
Sat. Sep 05 2026	Overnight Stakes	Tranquility Lake Stakes	Fillies and mares, three years old and upward, N/W S/S \$50,000 at 1 M o/o since February 1	One Mile	\$100,000	Guaranteed
Sun. Sep 06, 2026	28	DEL MAR FUTURITY (Gr.I)	Two-year-olds	Seven Furlongs	\$300,000	Guaranteed
Sun. Sep 06, 2026	29	SHARED BELIEF STAKES	Three-year-olds	One Mile	\$125,000	Guaranteed
Sun. Sep 06, 2026	30	DEL MAR JUVENILE FILLIES TURF	Fillies, two-year-olds	One Mile (Turf)	\$100,000	Guaranteed
Mon. Sep 07, 2026	31	JOHN C. MABEE STAKES (Gr.II)	Fillies and mares, three years old and upward	1 1/8 Miles (Turf)	\$250,000	Guaranteed
Mon. Sep 07, 2026	32	I'M SMOKIN STAKES	Two-year-olds, bred in CA	5 1/2 Furlongs	\$100,000	Guaranteed

**3.D RACING PROGRAM  
EXHIBIT 1A**

**3.D.1 LISTING OF ALL STAKES RACES FOR THE LAST TWO RACE MEETINGS**

Date	2026 Value	Guar	Event	Distance	2025 Value	2024 Value	
17-Jul-26	\$150,000	Guar	1 - Caesars Sportsbook OCEANSIDE STAKES	Three-year-olds, N/W S/S of \$50,000 at 1 M o/o in 2026	One Mile (Turf)	\$100,000	\$100,000
18-Jul-26	\$300,000	Guar	2 - SAN DIEGO HANDICAP (Gr. II)	Three-year-olds and upward	1 1/16 Miles	\$300,000	\$300,000
18-Jul-26	\$200,000	Guar	3 - SAN CLEMENTE STAKES (Gr.II)	Three-year-olds, Fillies	One Mile (Turf)	\$200,000	\$100,000
19-Jul-26	\$100,000	Guar	Wickerr Stakes	Three-year-olds and upward, N/W S/S \$50,00 at 1 M o/o since October 1	One Mile (Turf)	\$100,000	\$100,000
24-Jul-26	\$150,000	Guar	4 - FLEET TREAT STAKES	Fillies, three-years-olds, bred in CA	Seven Furlongs	\$150,000	\$175,000
25-Jul-26	\$400,000	Guar	5 - BING CROSBY STAKES (Gr.I)	Three-year-olds and upward	Six Furlongs	\$400,000	\$400,000
25-Jul-26	\$100,000	Guar	Osunitas Stakes	Fillies and mares, three-years-old and upward, N/W S/S \$50,000 at 1M o/o since Sept 1	One Mile (Turf)	\$100,000	\$100,000
25-Jul-26	\$100,000	Guar	Daisycutter Handicap	Fillies and mares, three-years-old and upward	Five Furlongs (Turf)	\$100,000	\$100,000
26-Jul-26	\$250,000	Guar	6 - EDDIE READ STAKES (Gr.II)	Three-year-olds and upward	1 1/8 Miles (Turf)	\$250,000	\$250,000
31-Jul-26	\$150,000	Guar	7 - REAL GOOD DEAL STAKES	Three-year-olds, bred in CA	Seven Furlongs	\$150,000	\$175,000
1-Aug-26	\$400,000	Guar	8 - CLEMENT L. HIRSCH STAKES (Gr.I)	Fillies and mares, three-years-old and upward	1 1/16 Miles	\$400,000	\$400,000
1-Aug-26	\$150,000	Guar	9 - CALIFORNIA DREAMIN' STAKES	Three-year-olds and upward, bred in CA	1 1/16 Miles (Turf)	\$150,000	\$150,000
2-Aug-26	\$100,000	Guar	10 - CTBA STAKES	Fillies, two-year-olds, bred in CA	5 1/2 Furlongs	\$100,000	\$125,000
7-Aug-26	\$100,000	Guar	11 - GRADUATION STAKES	Two-year-olds, bred in CA	5 1/2 Furlongs	\$100,000	\$125,000
8-Aug-26	\$200,000	Guar	12 - YELLOW RIBBON HANDICAP (Gr. II)	Fillies and mares, three years old and upward	1 1/16 Miles (Turf)	\$200,000	\$250,000
8-Aug-26	\$150,000	Guar	13 - BEST PAL STAKES (Gr.III)	Two-year-olds	Six Furlongs	\$150,000	\$200,000
9-Aug-26	\$150,000	Guar	14 - SORRENTO STAKES (Gr. III)	Fillies, two-year-olds	Six Furlongs	\$150,000	\$200,000
15-Aug-26	\$100,000	Guar	CTT & TOC STAKES	Fillies and mares, three years old and upward	1 3/8 Miles (Turf)	\$100,000	\$100,000
15-Aug-26	\$150,000	Guar	15 - SOLANA BEACH STAKES	Fillies and mares, three years old and upward, bred in CA	One Mile (Turf)	\$150,000	\$150,000
16-Aug-26	\$100,000	Guar	16 - RANCHO BERNARDO STAKES (Gr.III)	Fillies and mares, three years old and upward	6 1/2 Furlongs	\$100,000	\$125,000
22-Aug-26	\$1,000,000	Guar	17 - PACIFIC CLASSIC (Gr.I)	Three-year-olds and upward	1 1/4 Miles	\$1,000,000	\$1,000,000
22-Aug-26	\$300,000	Guar	18 - DEL MAR OAKS (Gr.I)	Fillies three years old	1 1/8 Miles (Turf)	\$300,000	\$300,000
22-Aug-26	\$300,000	Guar	19 - DEL MAR MILE (Gr.II)	Three-year-olds and upward	One Mile (Turf)	\$300,000	\$300,000
22-Aug-26	\$200,000	Guar	20 - GREEN FLASH HANDICAP (Gr. II)	Three-year-olds and upward	Five Furlongs (Turf)	\$150,000	\$150,000
23-Aug-26	\$300,000	Guar	21 - CAESARS SPORTSBOOK DEL MAR DERBY (Gr.II)	Three-year-olds	1 1/8 Miles (Turf)	\$300,000	\$300,000
29-Aug-26	\$300,000	Guar	22 - DEL MAR HANDICAP (Gr. II)	Three-year-olds and upward	1 3/8 Miles (Turf)	\$300,000	\$300,000
29-Aug-26	\$250,000	Guar	23 - PAT O'BRIEN STAKES (Gr. II)	Three-year-olds and upward	Seven Furlongs	\$250,000	\$250,000
30-Aug-26	\$150,000	Guar	24 - TORREY PINES STAKES (Gr.III)	Fillies, three years old	One Mile	\$150,000	\$150,000
4-Sep-26	\$100,000	Guar	25 - GENEROUS PORTION STAKES	Fillies, two years old, bred in CA	Six Furlongs	\$100,000	\$125,000
5-Sep-26	\$300,000	Guar	26 - DEL AR DEBUTANTE (Gr. I)	Fillies, two years old	Seven Furlongs	\$300,000	\$300,000
5-Sep-26	\$100,000	Guar	27 - DEL MAR JUVENILE TURF (Gr. III)	Two-year-olds	One Mile (Turf)	\$100,000	\$100,000
5-Sep-26	\$100,000	Guar	Tranquility Lake Stakes	Fillies and mares, three years old and upward N/W S/S \$50,000 at 1 M o/o since Feb 1	One Mile	\$100,000	\$100,000
6-Sep-26	\$300,000	Guar	28 - DEL MAR FUTURITY (Gr.I)	Two-year-olds	Seven Furlongs	\$300,000	\$300,000
6-Sep-26	\$125,000	Guar	29 - SHARED BELIEF STAKES	Three-year-olds	One Mile	\$125,000	
6-Sep-26	\$100,000	Guar	30 - 'DEL MAR JUVENILE FILLIES TURF	Fillies, two-year-olds	One Mile (Turf)	\$100,000	\$100,000
7-Sep-26	\$250,000	Guar	31 - JOHN C. MABEE STAKES (Gr.II)	Fillies and mares, three-years-old and upward	1 1/8 Miles (Turf)	\$250,000	\$250,000
7-Sep-26	\$100,000	Guar	32 - I'M SMOKIN STAKES	Two-year-olds, bred in CA	Six Furlongs	\$100,000	\$125,000

F. List all post times for the daily racing program. EXHIBIT 2

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

#### 4. RACING ASSOCIATION

- 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: Del Mar Thoroughbred Club
11. State where incorporated: California
12. Registry or file number for the corporation: 0559096
13. Names of all officers and directors, titles, and the number of shares of the corporation held by each: See Attachment
14. Names (true names) of all persons, other than the officers and directors listed above,

## EXHIBIT 2

### POST TIMES FOR PROPOSED DAILY RACING PROGRAM

2026

RACE	DATES: 7/17, 7/18, 7/19, 7/23, 7/24, 7/25, 7/26, 7/30, 7/31, 8/1, 8/2, 8/6, 8/7, 8/8, 8/9, 8/13, 8/14, 8/15, 8/16, 8/20, 8/21, 8/22, 8/23, 8/27, 8/28, 8/29, 8/30, 9/3, 9/4	END OF SEASON * 9/5, 9/6, 9/7
1 <sup>st</sup>	2:00 p.m.	1:30 p.m.
2 <sup>nd</sup>	2:30 p.m.	2:00 p.m.
3 <sup>rd</sup>	3:00 p.m.	2:30 p.m.
4 <sup>th</sup>	3:30 p.m.	3:00 p.m.
5 <sup>th</sup>	4:00 p.m.	3:30 p.m.
6 <sup>th</sup>	4:30 p.m.	4:00 p.m.
7 <sup>th</sup>	5:00 p.m.	4:30 p.m.
8 <sup>th</sup>	5:30 p.m.	5:00 p.m.
*9 <sup>th</sup>	6:00 p.m.	5:30 p.m.
*10 <sup>th</sup>	6:30 p.m.	6:00 p.m.
*11 <sup>th</sup>	7:00 p.m.	6:30 p.m.

\*FIRST POST ADJUSTMENTS BASED ON DAYLIGHT

# ATTACHMENT

## 4.C RACING ASSOCIATION

### 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:

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

that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each: None

15. Number of outstanding shares in the corporation: 10
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: Chris Jaczko, General Counsel

#### 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: Audited Financial Statements will be made available after audit is finalized, April 24, 2026.

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% / \$3 Late Pick 3-All Turf-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.

EXHIBIT 3

## 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:

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

# EXHIBIT 3



Josh Rubinstein  
President

April 06, 2026

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 2026 Summer Race Season, July 17 - September 7.

- **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. **\$3 Late Pick 3 All Turf - \$3 minimum subject to a takeout rate of 15%**
  4. **\$5 Late Double - \$5 minimum subject to a takeout rate of 15%**
  5. **\$2 Rolling Daily Double - subject to a takeout rate of 20%**
  6. **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 Pick 3-All Turf)
  - 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", is written over the typed name.

Josh Rubinstein,  
President

cc: Mike Ernst, DMTC  
Paul Porter, Bill Navarro, DMTC  
Bill Nader, Joe Hasson, TOC



April 6, 2026

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 July 7, 2026 through September 8, 2026.

- **Players Pick 5 / Rolling Doubles / Pick 3, Position 3 / Late Pick 3 / Late Double:**
  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. **\$3 Late Pick 3 All Turf - \$3 minimum subject to a takeout rate of 15%**
  4. **\$5 Late Double - \$5 minimum subject to a takeout rate of 15%**
  5. **\$2 Rolling Daily Double – subject to a takeout rate of 20%**
  6. **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).

The TOC agrees to all wagers listed above. Please contact me directly if you have any questions.

Regards,

William A. Nader,  
President and CEO

cc: Josh Rubinstein, DMTC  
Lucy Myers, DMTC

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

**6. HANDLE HISTORY**

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

Year	Handle	Attendance
SEE ATTACHED		

**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:

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:

# ATTACHMENT

## 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.

Year and # Race Days	On-Track Handle	Off-Track Handle	On-Track Attendance	Off-Track Attendance
2025 – 31	43,988,378	490,311,219	282,104	145,249
2024 - 31	41,544,562	460,029,819	273,587	144,096
2023- 30*	45,594,400	482,077,015	276,458	142,211
2022 - 31	47,002,861	374,012,282	278,702	152,429
2021 - 31	44,890,324	525,834,722	240,030	134,498
2020 – 27	3,786,965	463,814,562	N/A	42,796

\*2023 race days 30 instead of 31 due to weather related cancellation.

Prior meet actual:

- 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 #

- 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

**NOTICE TO APPLICANT:** All funds generated and retained from on-track pari-mutuel handle that are obligated by law for distribution in the form of purses, breeders' awards, or other benefits to horsemen **shall not** be deemed as income to the association; **shall not** be transferred to a parent

# ATTACHMENT

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

### A. Purse distribution:

#### 1. All overnight races including overnight stakes:

Current meet estimate: 32 Race Days                   **16,916,750**

Prior meet actual: 31 Race Days                       **16,169,166**

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

Current meet estimate:                                   **528,648**

Prior meet actual:   **521,586**

#### 2. Graded or Listed stakes:

Current meet estimate:                                   **6,775,000**

Prior meet actual:   **6,175,000**

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

Current meet estimate:                                   **211,719**

Prior meet actual:   **199,194**

#### 3. California-bred stakes:

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

Prior meet actual:   **1,000,000**

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

Current meet estimate:                                   **31,250**

Prior meet actual:   **32,258**

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

Current meet estimate:                                   **12.86%**

Prior meet actual:   **13.94%**

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

Current meet estimate:                                   **24,691,750**

Prior meet actual:   **23,344,166**

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

Current meet estimate:                                   **771,617**

Prior meet actual:   **753,038**

### B. Purse Account Information:

#### 1. Amount in Purse Account at close of last meet (after purses paid): **\$629,371.**

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

Meet	Start Month/Year	\$Amount	Over/Under?
1	<b>OCT 2025</b>	<b>\$ 657,352</b>	<b>UNDER</b>
2	<b>JULY 2025</b>	<b>\$1,274,109</b>	<b>UNDER</b>
3	<b>OCT 2024</b>	<b>\$ 53,632</b>	<b>OVER</b>
4	<b>JULY 2024</b>	<b>\$1,034,807</b>	<b>OVER</b>
5	<b>NOV 2023</b>	<b>\$ 602,455</b>	<b>OVER</b>

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

Current meet estimate:	<b>1,889,605</b>
Prior meet actual:	<b>1,904,076</b>

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	<b>178,911</b>	<b>209,516</b>
CTT Administration	<b>89,455</b>	<b>104,758</b>
CTT Backstretch Pension	<b>178,911</b>	<b>209,516</b>
Total	<b>447,277</b>	<b>523,790</b>

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:	<b>27,028,632</b>
Prior meet actual:	<b>25,772,032</b>

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

Current meet estimate:	<b>844,645</b>
Prior meet actual:	<b>831,356</b>

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:	<b>10,200,179</b>
Prior meet actual:	<b>10,376,683</b>

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

Current meet estimate:	<b>318,756</b>
Prior meet actual:	<b>334,738</b>

G. Purse funds to be generated from interstate handle:

Current meet estimate:	<b>10,263,461</b>
Prior meet actual:	<b>10,305,998</b>

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

Current meet estimate: **320,733**

Prior meet actual: **332,452**

- 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**

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

## 8. STABLE ACCOMMODATIONS

- A. Number of usable stalls available for racehorses at the track where the meeting is held: 1,850
- B. Minimum number of stalls believed necessary for the meeting: 1,850
- C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers: 1,345 Los Alamitos and San Luis Rey Downs / 1,900 Santa Anita (Open July 7<sup>th</sup> to 19<sup>th</sup> and September 9<sup>th</sup> to 11<sup>th</sup> . 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.

# ATTACHMENT

## 8. STABLE ACCOMMODATIONS

- A. Number of usable stalls available for racehorses at the track where the meeting is held:  
**1,850**
- B. Minimum number of stalls believed necessary for the meeting:  
**1,850**
- C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers:  
**1,345 Los Alamitos and San Luis Rey Downs**  
**1,900 Santa Anita Open July 7<sup>th</sup> to 19<sup>th</sup> and September 6<sup>th</sup> to September 11<sup>th</sup>**  
**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:
- |   |                           |              |
|---|---------------------------|--------------|
| • | <b>Los Alamitos</b>       | <b>850</b>   |
| • | <b>San Luis Rey Downs</b> | <b>495</b>   |
| • | <b>Santa Anita</b>        | <b>1,900</b> |
- 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:  
**\$2,046**  
**\$ 18.84 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: \$140,000**  
**Estimated vanning cost to and from Imaging Center at Santa Anita: \$ 36,000**  
**Vanning fees per horse: PLACED ON FILE**  
**Amounts for 2026: ON FILE**

- 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. \$2,046 / \$18.84 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: \$140,000 / Estimated vanning cost to and from Imaging Center at Santa Anita: \$36,000. Vanning per horse (round trip): FEES PLACED ON FILE.

**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).

	<b>TYPE OF WAGERS</b>	<b>APPLICABLE RULES</b>
Example Race:	\$1 E; \$1 Double	CHRB #1959; ARCI #VE
Race #1	SEE ATTACHMENT	
Race #2		
Race #3		
Race #4		
Race #5		
Race #6		
Race #7		
Race #8		

# 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 placed ON FILE with the CHRB. Tom Robbins, Executive VP Racing, (858) 755-1141 ext. 3804, is responsible for contacting veterinarian.**

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

**7.13.26–9.11.26      Del Mar Race Track (Association) Training and Racing**  
**5:30am – 9:30am**

**Prior to Opening Day and once the track opens for training (7/13/26), DMTC will have a veterinarian present during training hours to respond to any needs. As more horses arrive after opening day, private practitioners for each trainer will be present. These veterinarians are present during training hours and available to treat their patients should the need arise. We have submitted a more detailed Horse/Rider Down On-Track/Emergency Response Protocol, which is to be placed ON FILE as part of Section 16 Emergency Services.**

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

**Year Round      Los Alamitos Race Course (Auxiliary)      Training**  
**5:30 am – 10:30 am**

**Los Alamitos Race Course has 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.**

# EXHIBIT 10

Del Mar Thoroughbred Club Wagering Menu and Information (SUMMER 2026)

W/P/S	Parlay	Quinella	Exacta	Tri / Super	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	3x3	AT PK3
1	X	X	X	X	X		X		X				X					*
2	X	X	X	X	X		X		X									*
3	X	X	X	X	X		X		X						*			*
4	X	X	X	X	X		X		X					*				*
5	X	X	X	X	X		X		X					*				*
6	X	X	X	X	X		X	*	X					*				*
7	X	X	X	X	X		X	*	X					*			X	*
8	X	X	X	X	X		X	*	X					*		X	*	*
9	X	X	X	X	X		X	*	X					*		*	*	*
10	X	X	X	X	X		X	*	X					*		*	*	*
11	X	X	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.
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.
Pick 3 (All Turf Pick 3)	CHRB 1977	15.00%	\$3 All Turf Pick 3 on three designated turf 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 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 which are not distributed will be added to the major share carryover and the total amount carried over (major share and undistributed minor shares) will be carried over to the next Three by Three and distributed in the same proportion as the share distributions. 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%.

- Race #9
- Race #10
- Race #11
- Race #12
- Race #13

- B. Identify any wagers noted in 10.A. (the current pari-mutuel wagering program) that were not in the prior year's pari-mutuel program or that are not being carried forward from the previous year's pari-mutuel wagering program. Pick 3 All Turf
- C. Maximum carryover pool to be allowed to accumulate before its distribution **OR** the date(s) designated for distribution of the carryover pool: MANDATORY PAYOUT, ALL WAGERS ON CLOSING DAY, MONDAY, SUNDAY, SEPTEMBER 7,2026.
- D. List any options requested with regard to exotic wagering. NONE
- E. Will "advance" or "early bird" wagering be offered? Yes  No   
If yes, when will such wagering begin? Specify days and time for "early bird" wagering. 7/8/26 – 9/8/26 (if current conditions permit) – 9:00am everyday except Mondays and Tuesdays.
- 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: SEE ATTACHMENT
- G. List below the takeout percentage for each type of wager identified in 10.A.

**TAKEOUT PERCENTAGE**  
(Example) PNP5-14%

- Race #1 SEE ATTACHMENT
- Race #2
- Race #3
- Race #4
- Race #5
- Race #6
- Race #7
- Race #8
- Race #9
- Race #10
- Race #11
- Race #12
- Race #13

**11. ADVANCE DEPOSIT WAGERING (ADW)**

- A. Identify the ADW provider(s) to be used by the association for this race meeting.

# ATTACHMENT

## 10. PARI-MUTUEL WAGERING PROGRAM

- A. Wagering Program DMTC Summer 2026 – **SEE ATTACHED**
- B. Identify any wagers noted in 10A that were not in prior year's pari-mutuel program or that are not being carried forward: **Added Pick 3 All Turf**
- C. Maximum carryover pool to be allowed to accumulate before its distribution OR the dates(s) designated for distribution of the carryover pool. **MANDATORY PAYOUT, ALL WAGERS ON CLOSING DAY, MONDAY, SEPTEMBER 7, 2026.**
- D. List any options requested with regard to exotic wagering: **NONE**
- E. Will "advance" or "early bird" wagering be offered: **YES** If "YES", specify days and time for "early bird" wagers: **7/08/26 – 9/08/26 (if current conditions permit) – 9:00am every day except Mondays and Tuesdays.**
- 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](mailto:bob.sloan@amtote.com)**

**Contract Expiration Date: Automatic Contract Extension to 10/30/2026, as stipulated in original contract.**

**Terminals**

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

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

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

**Lumina Terminal – Self Service, touch screen, money/tickets in and out.**

- 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 %**

**15.00 %**

**15.43 %**

**20.00 %**

**22.00%**

**22.68 %**

**23.68 %**

**Early PNP5**

**Late Pick 3; Pick 3 All Turf**

**W/P/S; Parlay**

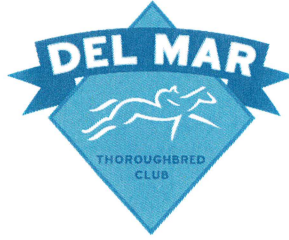
**DD**

**Pick3, Position3**

**E; Q**

**TRI; SF; PK3; PNP6; SuperH5; PPN; PNP4,**

**Late PNP5**



**Josh Rubinstein**  
*President*

April 06, 2026

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

Re: Three by Three

Dear Executive Director Chaney,

This letter is in regard to Del Mar Thoroughbred Club's (DMTC) Application for License to Conduct a Horse Racing Meeting" for the time period of July 08, 2026, through September 08, 2026 (the "Race Meet Application").

As specified in the Summer Race Meet Application, DMTC wishes to use Method 6 (ARCI-004-105(T)(4)(f)) to govern the payout of our Pick (n) Position (x)—which will be a Pick (3) Position (3). The wager will be known as the "Three by Three." Like all wagers offered in California, Quick Pick will be available.

The following are the minor shares that will be offered, as well as the share distributions for the major share, principal minor share, and additional minor shares.

- 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%

Pursuant to ARCI-004-105(T)(2), DMTC requests that the California Horse Racing Board ("CHRB") approve the following modifications to ARCI-004-105(T).

1. The winner of any share of the pool also qualifies for all additional tiers that require fewer winning selections. The following two examples illustrate the rule. Example 1: A customer correctly selects all nine (9) horses in exact position. The customer will be deemed to be holding a winning ticket for the Major Share as well as a winning ticket for each of the Minor Shares #1-5. Example 2: A customer selects six (6) horses in exact position. The customer will be deemed to be holding a winning ticket for each of the Minor Shares #3-5.

2. If there are no winning tickets for a minor share, that minor share will be combined with the major share carryover and the total carryover over will be distributed to each share in the same proportion as the share distributions set forth above. We believe that ARCI-004-105(T) already allows for the minor shares that are not distributed to carryover next Three by Three and for the total amount carried over (major share and undistributed minor shares) to be distributed in the same proportion as the share distributions set forth above. However, if the CHRB disagrees, we request that for minor shares which are not distributed to be combined with the major share carryover and the total carryover over to be distributed to each share in the same proportion that the amount wagered on the Three by Three are distributed as set forth above.

3. On a mandatory payout day, any minor share that is not distributed will be added to the major share carryover and that total amount will be added to the minor share that has the greatest number of correct selections. There will be no minimum pool guarantee on closing day.

DMTC requests these modifications be approved as part of its license application. Please let me know if you have any questions.

Sincerely,



Josh Rubinstein,  
President

cc: Jim McBeth, CHRIMS  
Rick Pimentel, CHRB  
Mike Ernst, Paul Porter, DMTC

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, DK Horse, 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-Provided by Monarch Content Management
- 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 signal: EXHIBIT 6
- E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of

# ATTACHMENT

## SECTION 11. ADVANCE DEPOSIT WAGERING (ADW)

11.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 (ADW) companies to conduct Internet and telephone wagering from California residents:**

- **Caesars NYRA CA**
- **DK Horse**
- **FanDuel TVG**
- **NYRA Bets CA**
- **TVG**
- **Twin Spires**
- **Twinspires BetAmerica**
- **Wath 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.**

11B. Attach a copy of the agreement/contract with each ADW provider to be used for this race meeting. **ON FILE (PROVIDED BY MONARCH CONTENT MANAGEMENT LLC)**

11C Have the agreements/contracts been approved by the respective horsemen's groups?

**YES – SEE EXHIBIT 4**



## EXHIBIT 4

March 26, 2026

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

RE: Del Mar Summer 2026 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 DMTC and other Thoroughbred races during the 2026 Del Mar Summer race meeting, July 8 through September 8, 2026, as follows:

**1. California wagering on LARC races:**

- a. TVG, XpressBet, TwinSpires, and NYRA may deduct a Hub Fee of 5.0% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- b. BetAmerica may deduct a Hub Fee of 4.2% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- c. Watch and Wager, Game Play Network, Bet365, and AmWest may deduct a Hub Fee of 4.1% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- d. TVG, XpressBet, TwinSpires, NYRA, BetAmerica, Watch and Wager, Game Play Network, Bet365 and AmWest may deduct a Hub Fee of 1.5% of gross handle for ADW wagers accepted by California residents located within the enclosure of a Thoroughbred racetrack or fair on days when they are running live race meets, as more fully set forth in Exhibit A.
- e. For all wagers identified in sections 1.a.-c. above, the remainder of the takeout shall be distributed in conformity with the Market Access Fee provisions of California law (Section 19604 et seq).

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

- a. TVG, XpressBet, TwinSpires, DK Horse, Caesars, MGM, and NYRA may deduct a Hub Fee of 5.0% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- b. BetAmerica may deduct a Hub Fee of 4.2% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- c. Watch and Wager, Game Play Network, Bet365 and AmWest may deduct a Hub Fee of 4.1% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.
- d. TVG, XpressBet, TwinSpires, NYRA, BetAmerica, Watch and Wager, and Game Play Network may deduct a Hub Fee of 1.5% of gross handle for ADW wagers accepted by California residents located within the enclosure of a Thoroughbred racetrack or fair on days when they are running live race meets, as more fully set forth in Exhibit A.
- e. For all wagers identified in sections 2.a.-c. above, the remainder of the takeout shall be distributed in conformity with the Market Access Fee provisions of California law (Section 19604 et seq).

**3. Out-of-state wagering on LARC races:**

- a. TVG, XpressBet, TwinSpires and NYRA shall pay a Host Fee of no less than 8.5% of gross out-of-state handle wagered by out-of-state account holders, plus a 1.25% California Purse Fee per SB 1072.
- b. BetAmerica, Watch and Wager, Game Play Network, Bet365, and AmWest shall pay a Host Fee of no less than 60% of takeout (which includes a 1.25% California purse fee per SB 1072) of gross out-of-state handle wagered by out-of-state account holders.

This agreement in no way binds TOC to the same terms and conditions with respect to future race meetings. TOC's authorization shall not serve, nor should it be construed as, a precedent to future requests for permission to transmit race signals, and facilitate wagering on those signals, to the ADW providers specified herein or to any other ADW provider. TOC reserves the right to cancel or withdraw its authorization for any ADW provider, at any time, upon 48 hours written notice. These terms and conditions are subject to receipt by TOC of written confirmation of these terms, signed by authorized representatives of TVG, Xpressbet, TwinSpires, NYRA, BetAmerica, Game Play Network, Watch and Wager, AmWest.

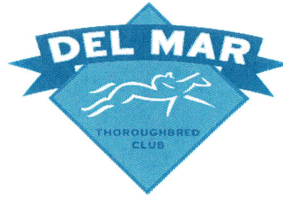
Sincerely,



William A. Nader  
President & CEO

cc: Lucy Myers

# ATTACHMENT 12.B



Josh Rubinstein  
President

April 6, 2026

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,

The Southern California Off-Track Wagering, Inc. (SCOTWINC) and the Del Mar Thoroughbred Club (DMTC) have extended their operating agreement, originally entered into on April 26, 2016, through April 26, 2027. This extension is consistent with similar agreements SCOTWINC maintains with the state's other racing associations.

If you have any questions or require additional information, please feel free to contact us.

Sincerely,

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

Josh Rubinstein  
President, Del Mar Thoroughbred Club

cc: Mr. Rick Baedeker, SCOTWINC  
Rick Pimentel, 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 @ Barrett's, Pomona  
Hacienda Room @ DMTC, Del Mar  
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  
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  
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  
Horsemen of Iowa Simulcasting, Iowa  
Horseshoe Indianapolis, Indiana

**EXHIBIT 6**  
**(If applicable)**

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
NYRA Bets, New York	Rillito Park, Arizona
Newport Jai-Alai, Rhode Island	Rockingham Park, New Hampshire

**EXHIBIT 6**  
**(If applicable)**

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	
Turf del Norte, Tribecta D.R.	
Turf Paradise, Arizona	

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			

- 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

**EXHIBIT 7**  
**(If applicable)**

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

**EXHIBIT 7**  
**(If applicable)**

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
Oaklawn Park ADW, Arkansas	Saratoga Harness, New York

**EXHIBIT 7**  
**(If applicable)**

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

**EXHIBIT 8**  
**(If applicable)**

**Mini-Satellites**

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

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

**M3. Paddock Sports**  
1345 E. Thousand Oaks Blvd.  
Thousand Oaks CA. 91362  
Phone: (805) 777-7418  
Contact: Robert Haupt

**M4. Firehouse Restaurant**  
7701 White Avenue  
Bakersfield, CA 93313  
PH: 661-831-4688  
Contact: Russ Johnson

**M5. Lake Elsinore Casino**  
20930 Malaga Road  
Lake Elsinore, CA 92530  
PH: 951-674-5160  
Contact: Pat Wilmes

**M6. Sports Grill and Turf Club**  
3230 Hamner Avenue  
Norco, CA 92860  
PH: 951-692-3572  
Contact: Jim Baerwald

**M7. The Derby Room at Glen Arden**  
357 Arden Ave  
Glendale, CA 91203  
PH: 818-245-6397  
Contact: Jim Baerwald

**EXHIBIT 8**  
**(If applicable)**

**M8.** The Gaslamp Tavern  
868 5th Ave  
San Diego, CA 92101  
PH: 619-239-3339  
Contact: Rick Baedeker

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

**EXHIBIT 9**  
**(if applicable)**

**Full & Partial Cards**

Belterra Park: July 8, 2026 - September 8, 2026  
Delaware Park: July 8, 2026 - September 8, 2026  
Ellis Park: July 8, 2026 - September 8, 2026  
Emerald Downs: July 8, 2026 - September 8, 2026  
Evangeline Downs: July 8, 2026 - September 8, 2026  
Fairmount Park: July 8, 2026 - September 8, 2026  
Finger Lakes: July 8, 2026 - September 8, 2026  
Gulfstream Park: July 8, 2026 - September 8, 2026  
Indiana Grand: July 8, 2026 - September 8, 2026  
Kentucky Downs: August 29,30 & Sept 3, 5, 6, 7, 2026  
Laurel Park: July 8, 2026 - September 8, 2026  
Louisiana Downs: July 8, 2026 - September 8, 2026  
Monmouth Park: July 8, 2026 - September 8, 2026  
Mountaineer Park: July 8, 2026 - September 8, 2026  
PARX Racing: July 8, 2026 - September 8, 2026  
Penn National: July 8, 2026 - September 8, 2026  
Presque Isle Downs: July 8, 2026 - September 8, 2026  
Saratoga Race Course: July 9, 2026 - September 7, 2026  
Thistledown: July 8, 2026 - September 8, 2026

Woodbine: July 8, 2026 - September 8, 2026  
Assiniboia Downs: July 8, 2026 - September 8, 2026  
Fort Erie: July 8, 2026 - September 8, 2026  
Hastings Park: July 8, 2026 - September 8, 2026  
LARC (South America) via Maryland Hub: July 8, 2026 - September 8, 2026  
LARC (South America) via Gulfstream Hub: July 8, 2026 - September 8, 2026

horse racing meeting. Include the name of the host track, the dates imported races will be held, and how many races will be imported.

**OTHER BREED SIMULCAST RACES TO BE IMPORTED**

Name of Host Track	Breed of Horse	Race Dates	Number of Races to be Imported
Ruidoso Downs	All American Derby & Futurity	7/6/26 and 7/7/26	(1) 440 Yards/\$700,000 and (1) 440 Yards/\$3,000,000

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

# 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:

<b>David H. Batchelder</b> <b>PO Box 700</b> <b>Del Mar, CA 92014</b>	<b>Rollin Baugh</b> <b>P.O. Box 2461</b> <b>Rancho Santa Fe, CA 92067</b>
<b>Bo Derek</b> <b>PO Box 700</b> <b>Del Mar, CA 92014</b>	<b>Joseph W. Harper</b> <b>P.O. Box 700</b> <b>Del Mar, CA 92014</b>
<b>Kosta Hronis</b> <b>PO Box 700</b> <b>Del Mar, CA 92014</b>	<b>Bret Jones</b> <b>PO Box 700</b> <b>Del Mar, CA 92014</b>
<b>Warner C. Lusardi</b> <b>Lusardi Construction Company</b> <b>1570 Linda Vista Drive</b> <b>San Marcos, CA 92078</b>	<b>Marie G. Moretti</b> <b>PO Box 700</b> <b>Del Mar, CA 92014</b>
<b>Fred Maas</b> <b>PO Box 70</b> <b>Del Mar, CA 92014</b>	<b>Bill Strauss</b> <b>PO Box 700</b> <b>Del Mar, CA 92014</b>

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 195  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).

**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)	Ashton Cloninger, 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	Jakob Wipfli
Patrol Judges	Jakob Wipfli, 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: 12/08/26

**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

# 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

Quantity	EQUIPMENT	VENDOR
9	Studio Camers	Audio Visual Warrior Productions
5	Handheld Cameras	Audio Visual Warrior Productions
2	Shutter Cams	Audio Visual Warrior Productions
2	Panasonic PTZ Cameras	Audio Visual Warrior Productions
2	Panasonic PTZ Cameras	Audio Visual Warrior Productions
8	72x Box Lens	Audio Visual Warrior Productions
1	101x Box Lens	Audio Visual Warrior Productions
5	22x HH Lens	Audio Visual Warrior Productions
9	Panheads w/Mitchel Ring Mounts	Del Mar
2	Heavy Tripods	Audio Visual Warrior Productions
4	HH buildup Kits	Audio Visual Warrior Productions
1	Dolly Legs with wheels	Audio Visual Warrior Productions
7	Handheld tripods	Audio Visual Warrior Productions
1	Panasonic PTZ Controller	Audio Visual Warrior Productions
1	Panasonic PTZ Controller	Audio Visual Warrior Productions
10	Magic Arms	FanDuel
		Fan Duel

**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: Scott Little (Axcis Information Network, Inc.)  
(TrackMaster/Equibase)**

**Expiration date: December 31, 2026**

- 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

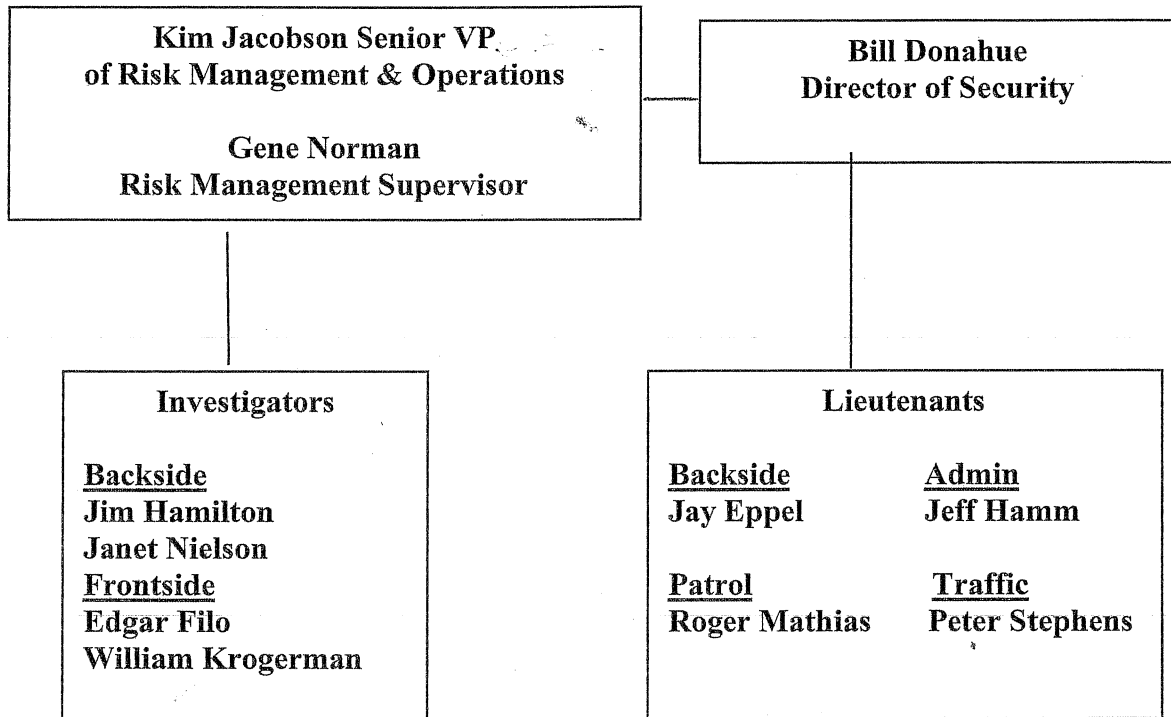
## 15. SECURITY CONTROLS

- 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: 75
1. Attach a written plan for enhanced security for graded stakes races and races of \$100,000 or more, to include the number of security guards in the restricted areas during a 24-hour period and a plan for detention stalls. The security for stakes races will be deployed in accordance with our agreement with TOC, with a security guard positioned outside each stall for the entire 6-hour period for each race of \$100,000 or more. Details of the detention stalls are described in 15.B-2(c).
  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.
- C. Describe the electronic security system. Del Mar Thoroughbred Club uses a door alarm management system for its Executive and Operations offices utilizing

# EXHIBIT 10A

## Security Personnel

Person responsible for security controls on the premises:



### Contact Information:

Senior VP 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.



# ATTACHMENT

## 15. Security Controls

### 15.A – Exhibit 10A – Exhibit 10B

15.B – Estimated Number of security guards, gatemen, patrolmen, or others to be engaged in security tasks on a regular full-time basis: **75**

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

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, Money Room and Mutuel 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, in 2024 cameras with shed row views were 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. One camera, located on the SE side of Y barn was added that has basic coverage of that area. There are no specific cameras to cover the detention stalls located east of Z barn. DMTC will be adding as part of this on-going project an additional cameras for a total of 246 cameras, covering the stable backside areas.**

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. ATTACHED

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. ATTACHED

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: SEE ATTACHED

**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

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

# 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 O<sub>2</sub> 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): Kim Jacobson**
  - **Assistant Manager (Risk Management Assistant): Gene Norman**
  - **On-Site Medical Coordinator – Rotates between different Fire Fighter Paramedics**

16.A.1



A Global Medical Response Solution

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

March 30, 2026

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,

A handwritten signature in black ink, appearing to read 'C. Valdez Acosta-Meza', written over a light blue circular stamp.

Carlos Valdez Acosta-Meza

Operations Manager

AMR San Diego

Carlos.valdezacosta-meza@gmr.net

619.380.0953



Global Medical  
Response

PROVIDING CARE TO THE WORLD AT A MOMENT'S NOTICE



STATE OF CALIFORNIA  
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL  
**SPECIAL VEHICLE IDENTIFICATION CERTIFICATE/PERMIT**  
CHP 301 (REV 4-97) OPI 062

CHP AREA: 625
AREA:

CHP Certificate/Permit Number: **2155- 14782**

ISSUED: **3/5/2026**      EXPIRES: **3/5/2027**

<input type="checkbox"/> INITIAL	<input type="checkbox"/> DUPLICATE	<input type="checkbox"/> ARMORED CAR CERTIFICATE
<input type="checkbox"/> REPLACEMENT	<input checked="" type="checkbox"/> RENEWAL	<input type="checkbox"/> EMERGENCY/AMBULANCE CERTIFICATE
		<input type="checkbox"/> AUTHORIZED EMERGENCY VEHICLE PERMIT*

VEHICLE YEAR & MAKE: **2016 FORD E 350**

VEHICLE LICENSE NO: **95238J2 CA**

VIN: **1FDWE3FS9GDC48400**

\*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.

# Huntington Ambulance,LLC


CHRB  
1010 Hurley Way #300  
Sacramento, CA 95825

March 31, 2026

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 EMTs and paramedics are licensed with the CHRB.

  
Stacey O'Bryan - president  
Huntington Ambulance,LLC



March 30, 2026

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](mailto:ddowns@symbiosiscare.com)



April 8, 2026

California Horse Racing Board  
1010 Hurley Way  
Sacramento, CA 95825

RE: Ambulance Certification Letter

Mercy Medical Transportation, Inc. only employs Paramedics and Emergency Medical Technicians (EMTs) that are licensed in the State of California and the County of San Diego. All our Paramedics and EMTs undergo a comprehensive interview and skills assessment, drug assessment, and all employees are run through a Department of Justice (DOJ) background investigation, along with OIG, System for Award Management (SAM) and Medi-Cal as required by San Diego County Emergency Medical Services.

Mercy Medical Transportation, Inc., also participates in the Department of Motor Vehicles (DMV) Employer Pull Notice program, which is required by the California Highway Patrol (CHP). Moreover, Mercy Medical Transportation, Inc., has created a thorough and dynamic Quality Assurance / Quality Improvement Program, which places high standards on emergency services best practices in the areas of personnel training, equipment familiarization, and quality patient care and customer service.

Should you require any additional information, please do not hesitate to contact me.

Respectfully,

A handwritten signature in black ink, appearing to read "Jesse Torres", with a long horizontal line extending to the right.

Jesse Torres

COO

Mercy Medical Transportation, Inc.

Phone: 619-405-8274

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

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



# COUNTY OF SAN DIEGO

## EMERGENCY MEDICAL SERVICES

### EMERGENCY MEDICAL TRANSPORT PERMIT

AGENCY NAME: MERCY MEDICAL TRANSPORTATION, INC.

Effective Date: December 1, 2025

Expiration Date: November 30, 2026

Approved as: ALS  BLS  CCT

Authorized by: **Andrew Parr**  
Digitally signed by Andrew Parr  
Date: 2025.11.25 10:13:41 -08'00'

Permit Officer, Emergency Medical Services

Permit Number: 25-130

**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. Head Check Health System**

DMTC participates in the Head Check program through HISA.

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 Medical Director and/or Risk Management Supervisor can access 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. DMTC Medical Director will keep all medical information required by HISA current and make all notifications to HISA National Medical Director, as required.

**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

## **Del Mar Thoroughbred Club**

### **Jockey On-Track Accident Response Program**

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.)

# **Del Mar Thoroughbred Club**

## **Jockey On-Track Accident Response Program**

### **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.

## **Del Mar Thoroughbred Club**

### **Jockey On-Track Accident Response Program**

- 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,

## **Del Mar Thoroughbred Club**

### **Jockey On-Track Accident Response Program**

- 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.

**Del Mar Thoroughbred Club****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 en el programa Head Check a través de HISA. Todos los Médicos, Médicos y el 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. El Director Médico del DMTC mantendrá actualizada toda la información médica requerida por HISA y realizará todas las notificaciones al Director Médico Nacional de HISA, según sea necesario.

**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

## **Del Mar Thoroughbred Club**

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

Jolla) dirigirá 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.

- 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.

## **Del Mar Thoroughbred Club**

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

- 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 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**

## **Del Mar Thoroughbred Club**

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

- 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.
- 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,

## **Del Mar Thoroughbred Club**

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

Asistente y/o Investigador trasero para que puedan llevar a cabo una revisión del incidente y seguimiento con cualquier reporte adicional que sea necesario.

#### **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.

## **Del Mar Thoroughbred Club**

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

- 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.
- 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**

# **Del Mar Thoroughbred Club**

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

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 Gradas del Clubhouse.
- b. Las instalaciones médicas en el sitio de DMTC, y
- c. Despacho de Seguridad de DMTC.

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.

19481.3(d): Health and Safety Manager (Risk Manager): Kim 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. NOTE: Updated Santa Anita and SLR Fire Clearance Certificates have been requested by Na vgte Newby, SA, he was informed that new inspections cannot be scheduled until June, 2026
- 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, 4301 Hacienda Dr., Ste220, Peasanton, CA 94588 / Policy General Liability-ASCGL#10167881 / Auto ASCCA10021801 / Workers Comp and Liability #OWC1013828 / Umbrella Liability ASCXS10025201
- 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. Click or tap here to enter text.

**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

**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](http://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:

A handwritten signature in blue ink that reads "Jeffrey Bailey".

B8B06E50950F420...

Jeffrey Bailey

Supervising Deputy State Fire Marshal



DEPARTMENT OF FORESTRY AND FIRE PROTECTION  
OFFICE OF THE STATE FIRE MARSHAL  
P.O. Box 944246  
SACRAMENTO, CA 94244-2460  
(916) 568-3800  
Website: [www.fire.ca.gov](http://www.fire.ca.gov)



To Whom it May Concern,

On March 10, 2026, an Annual Fire and Life Safety Inspection was conducted for the Hacienda Room Off-Track Betting building located at the Del Mar Fairgrounds and operated by the 22nd District Agricultural Association.

At the time of inspection, the premise was found in compliance with applicable fire and life safety requirements and is considered safe to operate.

If there are any questions regarding this inspection, please contact our office.

Sincerely,

A handwritten signature in blue ink, appearing to read "Matthew Davis".

Matthew Davis

Deputy State Fire Marshal  
Fire & Life Safety Division  
602 E. Huntington Drive, Suite A  
Monrovia, CA 91016  
(916) 247-0145



December 1, 2025

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

RE: Los Angeles Turf Club Fire Clearance

To Whom It May Concern:

The Arcadia Fire Department, Fire Prevention Bureau, conducted a Fire and Life Safety Inspection of the facilities at Los Angeles Turf Club to be used for the dates of December 10, 2025 through July 19, 2026.

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,

A handwritten signature in black ink, appearing to read "Mark Krikorian".

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:

Lars Beeghley  
760-723-2043

Property Representative:

Not available



# ORANGE COUNTY FIRE AUTHORITY

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

Brian Fennessy Fire Chief

(714) 573-6000

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

March 19, 2026

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 949-740-7581.

Respectfully,

Lexie Anker  
Fire Prevention Specialist  
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**



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

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 30 customer service representatives on weekday racing (Thursdays) and 40 on weekends (Friday, Saturday and Sunday.)
- D. Describe facilities set aside for new fans. At Del Mar, virtually the entire facility is considered a new fan area with customer service locations on every floor and in every betting area that our fan base will enter, with a complete staff of customer service representatives available for guidance, support and assistance. In addition, a large portion of new fans are introduced to racing through our Group Sales Department which provides customized introductions to racing 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)

# 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

Rayetta Burr

### **Benoit & Associates, Inc.**

Track Photographers  
PO Box 60014  
Arcadia, CA 91066-6014

**Del Mar Doxx-A.J. Foster**

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

Michael Costello

### **United/Puett Electrical**

**Starting Gates**  
224 Tater Hill Rd.  
East Haddam, CT 06423

Brent Gulley

### **Gulley's Livestock Disposal**

10272 Juniper Rd.  
Oak Hills, CA 92344-0304

Deven Owen

### **West Coast Feed**

PO Box 893007  
Temecula, CA 92589

Gary S. Bell

### **Citrus Feed**

PO Box 249  
La Verne, CA 91750

Angel P. Unamuno

### **Angel's Feed**

4518 Rowland Ave.  
El Monte, CA 91731

Cristobal Virgen

### **Cristobal Virgen Shoe Shine**

1057 Gai Drive  
San Diego, CA 92130

Chris Aplin

### **Chris Aplin Barbershop Services**

285 W. Huntington Drive  
Arcadia, CA 91007

Jason Karches

### **Today's Racing Digest, LLC**

1945 Camino Vida Role  
Carlsbad, CA 92008

# 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>2026</u>
Advertising	\$ 971,424	\$ 976,188
Promotions	\$ 288,396	339,351
Communications	\$ 268,600	225,691
Sponsorship Fulfillment	\$ 60,668	64,234
Other	<u>\$ 50,114</u>	<u>65,021</u>
Total	\$1,639,202	\$1,670,485

C. Number of hosts and hostesses employed for meeting: **We employ approximately 30 customer service representatives on weekday racing (Thursday) and 40 on weekends (Friday, Saturday and Sunday.)**

D. Describe facilities set aside for new fans:

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

## 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.**
- **Repair of all stable area smoke detectors (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 KK and X - on going.**

### 1. FANS

- **Turf Club upgrades to include new furniture and televisions at tables – on going.**
- **Plaza de Mexico addition of local restaurant food service, with shade cloths, upgraded seating and specialty bar.**
- **Veranda Café – new dining furniture – on going**
- **Il Palio renovated with Outdoor Courtyard added, new furniture and menu.**
- **New lounge area – General Admission 1<sup>st</sup> and 5<sup>th</sup> levels of West Grandstand – on going**
- **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.**
- **Upgrade ticketing technology to enhance overall fan ticket access. – multi-year partnership with Breeders' Cup/Del Mar and SeatGeek – on-going**
- **Replace paint and repair Grandstand reserved seating. – on going**
- **Enhance General Admission seating by adding picnic tables on apron. on going**
- **Adding shade structure to Paddock View Patio**
- **Adding self-service/checkout style F&B market.**
- **Updating menus in all restaurants and Turf Club**
- **Addition of a Speakeasy, with upgraded cocktails.**

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

# ATTACHMENT

## 19. SCHEDULE OF CHARGES

A. List proposed charges. Note any changes from the previous year. Opening Day tickets will be sold on a limited attendance basis again in 2026, with no restrictions on other days.

**\*Price changes from 2025 noted below.**

### \*General Admission

(includes official program) \$5.00 (Diamond Club), \$10.00 (Regular), \$65.00 (Opening Day), \$40.00 (Season Pass, sold pre-season only)

**\*\*Reserved Seating (Stretch Run)** \$10.00 Thurs, \$15.00 Fri, \$20.00 Sat, \$16.00 Sunday  
(includes admission)\*\* (\$90.00 to \$100.00 Opening Day - \$25.00 Pacific Classic)

**\*\*Reserved Seating (Clubhouse)** \$10.00 Thurs, \$15.00 Fri, \$20.00 Sat, \$16.00 Sun  
(includes admission) (\$100.00 Opening Day - \$25.00 Pacific Classic)

**\*\*\*Parking (general, single day)** \$15.00 (Opening Day \$20.00)

Parking (discount book) \$50.00 (general, advance discount book of 10)

**\*\*\*Parking (preferred)** \$25.00 (Opening Day \$35.00)

**\*\*\*Parking (valet)** \$35.00 (Opening Day \$50.00)

Programs (on-track) \$2.00 (included with paid admission)

Programs (off-track) \$2.25

### Proposed Changes:

- . No Increase
- **\*\*Reserved Seating: Stretch Run, \$5.00 to \$15.00 increase Opening Day**
- **\*\*Reserved Seating: Clubhouse, \$15.00 increase Opening Day**
- **\*\*\*Parking: General, single day - \$5.00 increase (NO increase on Opening Day)**
- **\*\*\*Parking: Preferred, \$5.00 increase – (NO increase on Opening Day)**
- **\*\*\*Parking: Valet, \$5.00 increase – (NO increase on Opening Day)**

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

Season Turf Club Membership (2 persons): \$1,700.00

Season Turf Club Membership (1 person): \$1,200.00

Daily Turf Club Admission (member guests): \$40.00 (\$100.00 on Opening Day)

Daily Turf Club Admission (non-member): \$60.00 (\$200.00 on Opening Day)

Stretch Run & Clubhouse Season Box Seats: \$295.00 to \$320.00 per seat

Season Reserved Seat: \$270.00

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.**

- **No proposed Changes to Season Boxes or Turf Club Membership fees.**



the type of inner railing supports (e.g., metal gooseneck, wood 4" x 4" uprights, offset wood 4" x 4" supports, etc.), the coverings, if any, on the top of the inner railing, and the approximate height of the top of the inner railing from the level of the race course. Main Track: Fontana Inner rail: Aluminum. Outer rail: Galvanized Steel Tubing. Inner rail supports: Aluminum with 33" offset. Coverings: Fontana Safety panels. Approximate height of the top inner rail: 40". Turf Track: Inside running rail: Mawsafe pvc injection molded. Inside rail supports: Mawsafe pvc with 16" offset. Approximate height: 47". Outside running rail of the turf course is the same as the inside rail. Outside rail supports are the same as the inside rail supports. Approximate height 47".

- E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474: TOM ROBBINS, EXECUTIVE VP RACING.
- F. Attach a Track Safety Maintenance Program pursuant to CHRB Rule 1474. ATTACHED
- 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. ON FILE
- C. Attach an agreement to provide for race-day furosemide administration, pursuant to CHRB Rule 1845. ON FILE
- 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.) ON FILE
- 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



## **TRACK MAINTENANCE INFORMATION 2026** **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 run-up 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
Local #280	Del Mar Thoroughbred Club Los Alamitos Race Course Los Angeles Turf Club, Incorporated Fairplex SCOTWINC	Mutuels	In Negotiations
SEIU #1877 SEIU UNITED SERVICE WORKERS WEST (SEIU USWW)	Del Mar Thoroughbred Club Los Alamitos Race Course Los Angeles Turf Club, Incorporated Fairplex	Racing	May 1, 2025 through May 1, 2027
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	In Negotiations

REVIEWED 4/6/26



# Race Meet Agreement

Summer 2026 and Fall 2026

Between

Del Mar Thoroughbred Club

And

California Thoroughbred Trainers

July 8, 2026 – September 8, 2026

November 4, 2026 – December 1, 2026

## Table of Contents

1. Term .....	1
2. Intentionally Omitted.....	2
3. CTT Distributions.....	2
4. Intentionally Omitted.....	2
5. Stall Applications.....	2
6. Stall Assignments .....	2
7. House Rules.....	4
8. Exclusion/Suspension of a Trainer .....	4
9. Holding (Transit) Barn .....	5
10. First Post Time.....	5
11. Interrupted Racing Schedules: Force Majeure .....	6
12. Stabling at and Vanning from Auxiliary Stabling Facilities .....	6
13. Accessibility to Track .....	6
14. Anti-Monopoly Provision.....	6
15. Credentials.....	7
16. Training/Stabling/Employee Housing Facilities .....	7
17. Track Safety.....	9
18. Signage & Trainer's Proprietary Rights .....	10
19. Fire and Disaster Insurance .....	10
20. CTT Covenants.....	10
21. Track Covenants .....	10
22. Mutuality .....	11
23. Default .....	11
24. Inconsistent Language .....	11
25. Notice .....	12
26. Additional Terms .....	12
Exhibit A .....	15
Exhibit B .....	26
Exhibit C .....	28

**2026 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 2026 Summer Race Meet and the 2026 Fall Race Meet at Track and becomes effective on July 8, 2026.

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 8, 2026 through September 8, 2026 (the “Summer Term”) and November 4, 2026 through December 1, 2026 (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, Deputy Director, 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 and CTT Pension Administrative Committee Members, 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 22<sup>nd</sup> 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.

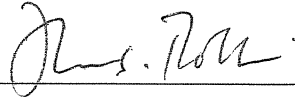
g. Reservation of Rights. The terms of this Agreement shall be without prejudice to the abilities of the parties to challenge, by legal proceedings or otherwise, any rights, obligations, or privileges which are the subject hereof at any time during the pendency or upon termination of this Agreement,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

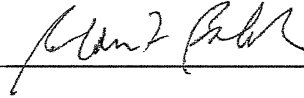
h. No Third-Party Beneficiaries, Reliance, or Enforcement. Except with respect to the indemnification obligations set forth in this Agreement, the provisions of this Agreement are not intended to be for the benefit of, or enforceable by, any party other than Track or CTT. Except for Track and CTT, no 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 8, 2026.

**Del Mar Thoroughbred Club**

**California Thoroughbred Trainers, Inc.**

By: 

By: 

Name: Tom Robbins

Name: Alan F. Balch

Title: Executive Vice President, Racing

Title: Executive Director

Date: March 31, 2026

Date: March 30, 2026

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 2026 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 Section 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.



**TOC**

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

2026

**RACE MEET AGREEMENT**

BETWEEN

**DEL MAR THOROUGHBRED CLUB**

AND

**THOROUGHBRED OWNERS OF  
CALIFORNIA**

JULY 8, 2026 – SEPTEMBER 8, 2026

## TABLE OF CONTENTS

I. RACE MEET.....	1
II. PURSE DISTRIBUTION .....	2
III. DISTRIBUTION ESTIMATION .....	2
IV. DAILY MUTUEL HANDLE.....	3
V. GROSS RACING DISTRIBUTION .....	4
VI. TOC AND CTT DISTRIBUTIONS.....	4
VII. NET RACING DISTRIBUTION.....	4
VIII. RACING PROGRAMS .....	5
IX. UNIFORMITY AND CONSISTENCY .....	13
X. CHANGES TO RACE AND ELIGIBILITY REQUIREMENTS.....	14
XI. NUMBER OF HORSES IN A RACE .....	14
XII. MAIDEN AND CAL-BRED RACES .....	14
XIII. STALL ASSIGNMENTS .....	15
XIV. HOLDING (TRANSIT) BARN.....	16
XV. FIRST POST TIME .....	16
XVI. INTERRUPTED RACING SCHEDULES: FORCE MAJEURE .....	16
XVII. STABLING AT AND VANNING FROM AUXILIARY STABLING FACILITIES .....	16
XVIII. ACCESSIBILITY TO TRACK .....	17
XIX. ANTI-MONOPOLY PROVISION.....	17
XX. CREDENTIALS .....	17
XXI. TRAINING FACILITIES.....	18
XXII. OWNERS' PROPRIETARY RIGHTS.....	18
XXIII. RACE SPONSORSHIPS .....	19
. (THIS SECTION NEEDS TO BE UPDATED TO INCLUDE SPONSORSHIP MONEY FROM FANDUEL, OAK TREE AND CAESARS FOR THE SAME OR SIMILAR STAKES RACES.) 20	
XXIV. INTRASTATE SIMULCASTING .....	20
XXV. INTERSTATE SIMULCASTING (EXPORT).....	20
XXVI. INTERSTATE SIMULCASTING (IMPORT).....	21
XXVII. INTERNATIONAL SIMULCASTING (EXPORT).....	21
XXVIII. INTERNATIONAL SIMULCASTING (IMPORT).....	21

---

XXIX. INTRASTATE ADVANCE DEPOSIT WAGERING (“ADW”) .....21

XXX. DAILY FANTASY SPORTS .....24

XXXI. FIRE AND DISASTER INSURANCE .....24

XXXII. TOC COVENANTS .....25

XXXIII. TRACK COVENANTS .....25

XXXIV. MUTUALITY .....25

XXXV. DEFAULT .....26

XXXVI. INCONSISTENT LANGUAGE .....26

XXXVII. FUTURE RACE MEET AGREEMENTS .....26

XXXVIII. NOTICES .....26

XXXIX. SUCCESSORS AND ASSIGNS .....27

XL. MODIFICATIONS .....27

XLI. INTERPRETATION .....27

XLII. RESERVATION OF RIGHTS .....27

EXHIBIT A 2026 DEL MAR SUMMER STAKES SCHEDULE\* .....29

EXHIBIT B 2026 DEL MAR SUMMER OVERNIGHT PURSE SCHEDULE\* .....30

EXHIBIT C INTERSTATE SIMULCAST AGREEMENTS .....31

EXHIBIT D INTERNATIONAL SIMULCAST AGREEMENTS .....32

EXHIBIT E APPROVED ADW PROVIDERS .....33

EXHIBIT F FIRE AND DISASTER INSURANCE .....34

EXHIBIT G MEDICATION REFORMS .....35

EXHIBIT H PURSE SCHEDULE .....36

## **2022 RACE MEET AGREEMENT**

### **Del Mar Thoroughbred Club**

**July 8, 2026 through September 8, 2026**

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 2026 Summer Meeting, except as otherwise provided herein.

#### **RECITALS**

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

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

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

#### **AGREEMENT**

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

##### **I. RACE MEET**

Except as otherwise provided herein, the provisions of this Agreement shall be applicable only to the thoroughbred race meeting conducted by TRACK under license from the California Horse Racing Board for the period commencing July 8, 2026, through September 8, 2026 which meet is hereinafter referred to as the "2026 Summer Meet." Live racing will commence on Friday July 17, 2026 and conclude on Monday September 7, 2026.

**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 2026 Summer Meet, it is understood by the parties that it will not be possible to determine in advance that the funds to be distributed in stakes and overnight purses will be equal to the exact amounts provided by this Agreement and law. However, if at the close of the 2026 Summer Meet, TRACK shall not have paid and distributed in stakes and overnight purses the exact amounts provided for by this Agreement and law, then TRACK may deduct from purses an agreed amount of the excess/overpayment from purses during the analogous Race Meeting conducted by TRACK.

In the event that there is an underpayment from the 2026 Summer Meet that is equal to or less than the current cumulative combined Summer and Fall Meet overpayment from purses as of December 31, 2024 ("cumulative overpayment"); the entire underpayment from the 2026 Summer Meet shall be applied to the cumulative overpayment except for any amounts that TOC and TRACK agree to carry over to future meets to maintain existing purse levels.

Any deficiency underpayment required to be distributed shall be distributed not more than the sixtieth (60th) day after the 2026 Summer Meet closes. The underpayment, if any, carried forward shall accrue reasonable interest commencing at the conclusion of the 2026 Summer Meet, to the commencement of the 2026 Fall Meet or 2027 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 2026.

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 2026 Summer Meet for the purpose of making estimates and acting thereon so that purse monies distributed will closely approximate the amount available under Article II of this Agreement. TRACK shall provide to TOC prior to the 2026 Summer Meet and not less than a bi-weekly basis during the 2026 Summer Meet, for TOC's information, TRACK's projections (and supporting documents) of estimated purses for the 2026 Summer Meet.

#### **IV. DAILY MUTUEL HANDLE**

Notwithstanding anything to the contrary provided in Article VIII and IX, if at any time during the 2026 Summer Meet TRACK estimates that, for any reason beyond the control of the TRACK or TOC, the final average daily purse generation will be meaningfully less than the 2025 average daily purse generation, or in the event the purse projections for the 2026 Summer Meet are higher than the purse money generated for overnight purses, then the purse schedule may be reduced. In such event, TRACK shall have the right, but not the obligation, to reduce purses, provided that any such reduction be applied uniformly to the announced stakes program and overnight purse structure, including overnight stakes; e.g., if overall purses are reduced by ten percent (10%), then the total stakes program shall be reduced by ten percent (10%), and the total overnight purse schedule, including overnight stakes, shall be reduced by ten percent (10%), provided however, that stakes will not be reduced if the total projection to be paid for stakes is not in excess of twenty-five percent (25%) of the Net Distribution for the 2026 Summer Meet. TRACK shall not decrease purses without prior written consent from TOC, which consent shall not be unreasonably withheld. In no event shall the TRACK be obligated to supplement purse funds.

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

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

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

**V.**  
**GROSS RACING DISTRIBUTION**

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

The Gross Racing Distribution shall include unclaimed refunds ("outs"), if any, from TRACK's 2026 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 2026 Summer Meet the sums required by Section 19613(b) of the California *Business & Professions Code*. Specifically, TRACK shall pay one percent (1%) of the amount available to Thoroughbred horses for purses to TOC and one and one-half percent (1-1/2%) to CTT and the Horsemen's Pension Fund as required by law. The amounts payable to TOC and CTT pursuant to this provision may be referred to sometimes collectively as "TOC and CTT Distribution."

The sums payable under this paragraph shall be paid on Wednesday of each week during the 2026 Summer Meet commencing July 8, 2026; the final payment shall be made on or before 10 calendar days following the close of the 2026 Summer Meet. All such payments shall be based upon actual receipts by TRACK of amounts payable as purses. In the event any payment is not made within 10 days from its due date, interest shall accrue from the initial due date at the rate of ten percent (10%) per annum until such payment is made.

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
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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 2026 Summer Meet a sum not less than 97-1/2% of the Gross Racing Distribution generated for the 2026 Summer 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 2026 Summer 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 2026 Summer Meet, as additional monies, any unpaid surplus projected to be due from the appropriate satellite wagering corporations' two and one-half percent (2-1/2%) fund (hereinafter the "Satellite Fund") as projected to be generated during the 2026 Summer Meet after taking into effect corresponding payments to jockeys or other persons as may be authorized and directed by the California Horse Racing Board. Said additional monies shall be considered part of the Gross Racing Distribution. TRACK shall pay from such surplus two and one-half percent (2-1/2%) thereof to TOC and CTT in the same percentages as provided in Section 19613(b) of the California *Business and Professions Code*.

Track and TOC agree that based on information available as of the date of this Agreement the current balance in the purse account will be \$864,557 underpaid, as set forth in Exhibit H, and that Exhibit H sets forth a reasonable projected purse generation for the upcoming meet. Notwithstanding anything to the contrary provided in Sections 8 and 9, if at any time during the Term, Track estimates that, for any reason beyond the control of the Track or TOC, the final average daily purse generated will be meaningfully less or greater than projected on Exhibit H or in the event the projections for total purses to be paid during the Term are meaningfully less or greater than projected in the Summary of estimated Purses on Exhibit H, then the overnight purse schedule set forth on Exhibit B, may be increased or reduced in proportion to the projected overages or 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 2026 Summer Meet, not more than Five Million Eight Hundred and Twenty Five Thousand Dollars (\$5,825,000) 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."

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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 (1<sup>st</sup>) 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 2026 Summer Meet. Each guaranteed stakes race to be run during the 2026 Summer Meet shall require total fees of at least one percent (1%) for each starter. All graded stakes races to be run during the 2026 Summer Meet shall require total fees of at least one and one-half percent (1.5%) for each starter.

For all stakes races offering a purse of \$100,000 or more horses competing in such races shall be placed under surveillance for a period of not less than 6 (six) hours in advance of the scheduled start of the race.

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

**B. Overnight Program**

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

Without prior consultation and written approval of TOC, TRACK shall not schedule nor use any purse monies for the purpose of conducting an "exhibition" or "match" type race, or any type of racing other than thoroughbred racing as provided for herein during TRACK's 2026 Summer Meet.

Purses paid for overnight races during the 2026 Summer Meet shall be in accordance with the schedule attached hereto as Exhibit B. TRACK agrees not to change the purses provided in the schedule without first obtaining the written consent of TOC.

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

1. The minimum claiming price, other than maidens, will be \$6,250.00;
  2. The minimum purse, for all races other than maiden races, during the 2026 Summer Meet shall be \$23,000;
  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 2026 Race Meet, shall be \$23,000;
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5. Purses for straight maiden races shall be a minimum of \$80,000;
6. Purses paid for two- and three-year-old horses shall be equal to purses paid for races for older horses for the same type of race;
7. Purses for "Cal-Bred" races shall be equivalent to purses paid in "open" races for substantially the same class and conditions with the exception of 2-year-old MSW dirt races, and excluding any CTBA purse supplements;
8. Minimum qualifying winning claiming levels for purposes of the Cal-bred Race Fund Incentives shall be all non-claiming races, excluding stakes, with a purse of at least \$15,000 and open non-maiden claiming races with a claiming price of 40,000 or greater.;
9. Overnight purses shall not exceed Eighty Four Thousand Dollars (\$84,000) 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 2026 Summer Meet shall be divided and paid to the owner(s) of the horses finishing first through fifth as follows:
  - Sixty percent (60%) of the purse to the winning owner.
  - Twenty (20%) for second;
  - Twelve (12%) for third;
  - Six (6%) for fourth; and,
  - Two (2%) for fifth.
11. A "Participation Purse" in the amount of \$500.00 as determined by TOC and funded from the purse account shall be paid to all starters effectively finishing 6th or worse in any race, and to fifth place finishers if their share of the purse is less than the Participation Purse, wherein said fifth place finisher will receive an aggregated maximum of the Participation Purse. For purposes of the payment of such participation purses, a "starter" means any horse that which leaves the gate at the official start of a race and is considered a legal starter by the Stewards.
12. Unless otherwise agreed upon by TRACK and TOC, entries will be taken not less than three (3) calendar days prior to the day on which such entered horses are scheduled to run
13. Trainers will be permitted to enter up to three (3) horses in any maiden special race, however, not to the exclusion of another unassociated horse, and, further, provided there are at least seven separate wagering interests in the race; and,

14. TRACK agrees to use a “date system” that is mutually agreed to by TOC, TRACK and the other Southern California Thoroughbred racing associations.

**C. California-Bred Incentive Program and Allowance Purse Increase**

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

**D. Other Conditions**

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

1. TRACK will schedule only thoroughbred racing during its 2026 Summer Meet;
2. For each week of the Meet, Track shall use its best efforts to card a minimum of seven (7) races on weekdays and nine (9) races on Holidays, Saturdays and Sundays (the “Minimum Race Levels”). In the event that Track believes there are insufficient horses to fill the Minimum Race Levels or other reasons to reduce the Minimum Race Levels for any day, Track shall immediately notify the TOC of its concerns and the parties shall discuss in good faith what, if any, reduction in the Minimum Race Levels should be made for such day or to eliminate a race day. In no circumstance shall Track card less than the Minimum Race Level or eliminate a race day without the prior consultation with and consent of the TOC pursuant to this paragraph, which consent shall not be unreasonably withheld.

3. TRACK agrees to wash or otherwise clean the racing colors or "silks" of owners with horses competing in the 2026 Summer Meet. Such cleaning shall occur on the day on which the silks are utilized or on the day immediately following their utilization. Such cleaning services will be provided at TRACK's expense without right of reimbursement from TOC, the individual owners, and/or their trainers;
  4. The following are the workout criteria that will be in effect for the 2026 Summer Meet. The minimum official, recorded workout distances and number of works for horses to run at the 2026 Summer Meet are as follows:
    - (a) For distances up to 5 ½ furlongs, all first-time starters must have a minimum of three timed workouts, one at least 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.
    - (b) Horses which have not raced in 90 days: 3 works, with at least two works during the last 60 days—one of which shall be at least 5/8 mile; and one work during the last 30 days.
    - (c) Horses, which have not raced in 60 days: two works, with one during the last 30 days.
    - (d) Horses which have not raced in 30 days: one work at least 3/8-mile within those 30 days.
    - (e) Horsemen seeking to run a horse not meeting the workout criteria must obtain the permission of the Stewards.
    - (f) Imported Horses: The workout requirement will be waived for horses entering in a race within fourteen (14) days of clearing USDA quarantine, provided that the country of origin's racing jurisdiction has no provision for timed workouts;
  5. No owner, trainer, or veterinarian may have possession of any shockwave therapy or equivalent device while within TRACK's enclosure during the 2026 Summer Meet, except as expressly authorized by TRACK. Any owner, trainer, or veterinarian found to be in possession of such device(s) during the 2022 Summer Meet may be excluded from the enclosure for a period of not less than 10 days, at the sole discretion of TRACK. The identity of any owner, trainer, or veterinarian authorized or found to be in possession of such device(s) shall be disclosed to an appropriate representative of the CHRB, TOC, and CTT within 48 hours of the device's authorization or discovery.
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6. TRACK agrees to permit the scratch of a bona fide entry when at least six (6) horses are entered in a race. The scratch of a bona fide entry is permitted only for the purpose of entry into a subsequent race on either of the next two following days of entries. All such scratches require the consent of the Racing Secretary and the Board of Stewards;
7. TRACK agrees to use an "Also Eligible List" containing up to four (4) horses; however, in no event will the number of horses drawn for a race including also eligibles exceed sixteen (16).
8. The Parties agree that, with regard to the taking of entries, entries submitted by a Jockey's Agent who has been delegated such responsibility by a licensed trainer pursuant to CHRB Rule 1582 are permitted up to 9:30 a.m. on the day of entry, and thereafter shall only be made by the horse's owner, his/her authorized agent, or the trainer.
9. In the event a race offered in the Condition Book, including but not limited to a Substitute or other alternative race, and an Extra race published elsewhere, receive the same number of entries, TRACK shall use its best efforts to ensure that the race published in the Condition Book is considered the preferred race, and will be utilized before any Extra Race to make the card go. Further, should TRACK elect to use an Extra (that was not a Condition Book "overfilled" race or a Condition Book "failed to fill" race) over a filled Substitute race, it shall notify TOC as soon as it is practical. Should a drawn race or races be cancelled due to an act of God or otherwise, TRACK shall make every effort to offer said races to horsemen as Extra Race(s) as soon as possible. Further, said race(s) will have preference over Substitute or other alternative race(s), and Extra races published elsewhere receiving the same number of entries, TRACK shall make every effort to inform horsemen of such preference when races are published.
10. If and when allowed by government regulations, TRACK shall provide free clubhouse admission to owners with a current valid CHRB license validated by the Racing Department of any Racing Association in California.
11. TRACK agrees to provide free clubhouse seating to the owner or owners of a horse competing in a race, on the day of the race. The owner or owners of a horse competing in a stakes shall be the guest of the racetrack in its Turf Club or Directors' Room, and will be provided complimentary meals, excluding bar service; on that date the complimentary dining will be provided for a maximum of four (4) individuals per horse competing (restaurants and meals/drinks may be amended based on government regulations) ; further TRACK agrees to provide to the owner of a horse that starts in a Graded Stakes Race during the 2026 Summer Meet a custom "Saddle Towel." The saddle towel will be same saddle towel used in the GradedStakes 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 2026 Summer Meet; and,
13. During all periods covered by this Agreement, within 48 hours of receipt of a written request from TOC, TRACK agrees to provide to TOC, in written and/or electronic form, such InCompass services data as is reasonably available and necessary to respond to TOC's request.
14. TRACK agrees to maintain, at no cost to TOC, appropriate "Finish Line" signage, equal in size and character to its own, in the first position past the finish lines on both the dirt and turf tracks during the TRACK's 2026 Summer Meet.
15. TRACK agrees that should it decide to cancel a race or day of racing after entries have been drawn for that race or race day, it will reimburse the owners of all such horses affected the actual cost of any veterinary fees and/or any transportation costs incurred as a result of being entered to run in any race cancelled by TRACK. Said reimbursement is intended to apply to situations in which the TRACK has unilaterally decided to cancel a race or race day due to its own negligence or that of its agent[s], or voluntarily for reasons of its own choosing, but shall not apply to cancellations caused by acts of God or as otherwise specified herein below in section XVI, or as a result of the intervening unforeseen acts of independent third parties. Track and TOC agree to meet for the purpose of fairly determining the reason or reasons for the cancellation of a race or races that have been drawn.
16. TOC understands and agrees that the TRACK has adopted a No-Slaughter Policy ("Policy"), which shall be in effect during the Meet. TOC shall make a reasonable effort to inform its members of the policy and to encourage each to honor that Policy. Specifically, TOC will notify 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 2024 (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 2026 Summer Meet shall represent the standard or "norm" for the 2026 Summer Meet. TRACK shall not increase or decrease overnight purses which are written for the same quality of horses and substantially the same conditions as those provided for in the standard or "norm" Condition Book, provided, however, that TRACK may make alterations in purse schedules as provided herein in the event of calamitous or substantial unforeseen economic circumstances or acts of God, which cause a substantial or radical effect on the amount of purses generated for the 2026 Summer Meet. Any such changes, however, can be made only after first obtaining the written consent of TOC, which will not be unreasonably withheld.

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

TRACK agrees to submit to TOC at its principal office in Del Mar its camera-ready draft of the proposed first Condition Book at least forty-eight (48) hours prior to the date it is sent to the printers, if feasible, and if not as soon thereafter as possible, to enable TOC to review the same.

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

TRACK agrees to use its best efforts to make its first Condition Book for the 2026 Summer

Meet available to horsemen at least ten (10) days prior to opening day.

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

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

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

Except as expressly authorized herein, absent prior agreement with the TOC, TRACK shall not, during the 2026 Summer Meet, implement or put in place any change to the overnight purse structures, minimum purses awards, minimum claiming levels or eligibility requirement, as set forth in the First Condition Book and Schedule of Overnight Purses attached as Exhibit B, nor shall TRACK change or modify the conditions of the meeting set forth on TRACK's application form or contained within the First Condition Book.

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

When six (6) horses are entered in an allowance or overnight stakes race under six (6) separate wagering interests, during TRACK's 2026 Summer Meet, and provided such horses are stabled on the grounds of either Del Mar, or another approved auxiliary offsite stabling facility in Southern California, such race shall be considered filled and shall run. It is further agreed by the parties that the Racing Secretary has discretion to use overnight stakes, allowance, and/or high-priced claiming races with five (5) separate wagering interests in order to maintain a balanced racing program but is to notify TOC as soon as practical when doing so. For all other overnight races when seven (7) horses are entered under at least seven (7) separate wagering interests, and provided such horses are stabled on the grounds of either Del Mar, or another approved auxiliary offsite stabling facility in Southern California, such race shall be considered filled and shall run.

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

**XII.**  
**MAIDEN AND CAL-BRED RACES**

Provided that sufficient horses within the following classifications are available upon the grounds or on other grounds which furnish horses for racing at the 2026 Summer Meet, and are ready to participate in such scheduled races, TRACK will run an average of not less than 2.5 maiden races per day during the 2026 Summer Meet, and will, in addition, use reasonable efforts to increase the average to 2.6 maiden races per day.

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

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

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

### **XIII. STALL ASSIGNMENTS**

TRACK shall during the 2026 Summer Meet provide a minimum of 1,900 stalls and horse pens in good condition for stabling. In the allocation and assignment of stall space for thoroughbreds, so long as owner is duly licensed, TRACK will not discriminate in any way against any owner by reason or membership of any owner in TOC, or for any reason not associated with the criteria listed below in this paragraph. If any owner asserts that the Stall Committee of TRACK shall have so discriminated on such ground or grounds, then the owner claiming to be so aggrieved shall submit his claim to TOC for examination, and TOC shall then believe the claim to have merit, it shall then be entitled to present the merits of the grievance on behalf of such owner to TRACK.

TRACK agrees to use its best efforts to provide stalls to horses that are in a condition to train and run at the 2026 Summer Meet. Stalls will be allocated and made available, without charge, to those thoroughbred horses for which TRACK's Racing Secretary has approved stalls. Stalls shall be assigned only to thoroughbred trainers engaged in the care and training of thoroughbreds which TRACK has approved and to which TRACK has allocated stalls to prepare for racing. TRACK's obligations to furnish and allocate stalls shall be subject to TRACK's right to withdraw stalls allocated to horses not currently approved for racing or preparation for racing, or not actually training for racing, and to TRACK's needs for access to such stalls for repairs, maintenance and construction.

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

TRACK shall not allocate more than forty (40) stalls to any one trainer. Following allocation of stalls which shall not exceed forty (40) to any one trainer, should there be availability TRACK may allocate space for up to ten (10) pens per trainer (pens will be owned and provided for by trainer). If TRACK determines that the number of available stalls exceeds the number of

qualified and eligible horses which have been allocated stalls, then and in that event, TRACK may allocate, on an equitable basis, up to fifty (50) stalls to any one trainer. The intent of this provision is to insure fair and reasonable consideration of all applications by TRACK, so that no one trainer may be awarded in excess of forty (40) stalls until such time as all applications for stalls for eligible and qualified horses have been reviewed, considered, and stalls have been reasonably provided to those horses which have been determined to meet TRACK's eligibility and qualification requirements.

TRACK agrees that it will provide the following: stalls available by July 11 (summer meet); main track available July 14 (summer meet); training track available July 13.

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 2026 Summer Meet.

**XIV.  
HOLDING (TRANSIT) BARN**

TRACK agrees that it will regularly clean and maintain the Holding (Transit) barn used for horses shipping in to run at the 2026 Summer Meet.

**XV.  
FIRST POST TIME**

All Post times for the 2026 Summer 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 2026 Summer 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 2026 Summer Meet, notify the California Horse Racing Board and TOC which approved auxiliary offsite stabling facilities in Southern California will be acceptable to TRACK as auxiliary stabling facilities so long as such can be accomplished without compensation of any nature whatsoever, direct or indirect, by TRACK to such facilities other than such compensation as provided in the California Horse Racing

Law and so long as each facility is recognized as an approved year-round training facility by the 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 2026 Summer Meet, have the opportunity to procure and receive supplies, services, utilities, transportation, and other facilities required by the horsemen at a competitive cost or price usually available in a free enterprise marketplace. Accordingly, TRACK agrees not to limit this free enterprise system of competitive service and supply to the horsemen by means of TRACK entering into any agreement or otherwise seeking to establish or impose upon the horsemen a monopoly of restrictive servicemen or suppliers who would have exclusive access to the horsemen's needs or requirements.

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

**XX.**  
**CREDENTIALS**

TRACK agrees to provide owner/trainer stickers or other appropriate credentials to all licensed personnel either employed on or with horses stabled on the grounds, at an authorized

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auxiliary stabling facility, or whose horse has competed or is scheduled to compete at the 2026 Summer Meet. Track and Stable area access will be in accordance with COVID-19 response protocols and government regulations.

TRACK further agrees to issue to all TOC Board members, its President, "official" credentials for the 2026 Summer Meet, including but not limited to, an "official" credential and Turf Club, or equivalent, guest pass. All other TOC authorized personnel, up to a maximum of five (5) shall receive an "official" credential. Track and Stable area access will be in accordance with COVID-19 response protocols and government regulations.

## **XXI. TRAINING FACILITIES**

At all times during the 2026 Summer Meet, TRACK will cause the main track to be open at 4:30A.M. and to remain open until 10:00 A.M. every day of the week. The first 10 minutes of training after the first two renovation breaks will be reserved for workers.

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

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

TRACK agrees, while horses are stabled at TRACK during its 2026 Summer Meet, to have a manned, operating starting gate for training on the main track six (6) days per week.

## **XXII. OWNERS' PROPRIETARY RIGHTS**

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

TRACK acknowledges that, in the context of simulcasting, televising, and the rebroadcasting of races, the proprietary rights created by the collective image of the race belong to all owners participating in a given race meeting subject to applicable law. By virtue of the

California Horse Racing Board's recognition of TOC as the official owners organization, its Rules and Regulations of Racing, and applicable provisions of California and Federal law, TRACK agrees to negotiate exclusively with TOC as to the consensual use of the collective image of the race for purposes of simulcasting, televising, and the rebroadcasting of races to the extent required by applicable law.

TOC, on behalf of all owners participating in TRACK's 2026 Summer Meet, consents to TRACK's use of the collective image for the purpose of promoting, simulcasting, televising, and/or the rebroadcasting of races occurring at the 2026 Summer Meet. TOC consents to TRACK's use of said image without compensation other than that provided by the appropriate provisions of the California Horse Racing Law, the Rules and Regulations of Racing, and/or Federal Interstate Racing Act, excepting races sold by TRACK to network television, cable television, satellite television, closed circuit, computer or interactive wagering, or other commercial enterprises or uses currently developed or to be developed for which TRACK receives compensation, other than that provided by State and/or Federal legislation, including but not limited to, promotional, licensing, or usage fees paid by sponsors. TRACK agrees to obtain TOC's prior consent to such sales or usages and to negotiate a reasonable contribution to overnight purses from the revenues derived by said sale or use. In the event the parties are unable to amicably resolve either the issue of consent or to conclude negotiations with respect to a reasonable contribution, either or both of those issues shall be submitted to binding arbitration before the CHRB Security and Licensing Committee within two (2) weeks after determination that the issue cannot be amicably resolved.

TOC, on behalf of all owners participating in TRACK's 2026 Summer Meet, further agrees that the nomination of or entry of a horse into a race shall be deemed to be authorization for TRACK to use the name, image, or likeness of individual horses for promotion of attendance at and wagering on such races, whether live or at simulcast locations.

### **XXIII. RACE SPONSORSHIPS**

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

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

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

**. (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 2022 Summer Meet for the purposes of intrastate advance deposit wagering by and/or wagering instructions to California licensed advance deposit wagering providers as listed on

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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 2026 Summer Meet as follows:

1. The contractual compensation received by any such provider does not exceed five percent (5%) of handle directly derived by such wagering or wagering instructions facilitated by that provider;
2. Approved ADW providers’ “broadcast partners” agree to pay and/or to accept no more than two percent (2%) from other approved California licensed ADW providers as compensation for the broadcast or televising of races conducted at TRACK during its 2026 Summer Meet, as negotiated and agreed to by both TRACK and TOC;
3. Approved ADW providers shall enter into agreement with CHRIMS to deliver on a timely basis such information as is necessary to comply in all respects with the reporting requirements of Section 19604(d)(2)(D) of the California Horse Racing Law and in doing so shall submit daily data files as required by Section 19604(c) of the California Horse Racing Law. CHRIMS shall receive a fee for services as agreed by the parties. In the event an ADW provider does not enter into said agreement with CHRIMS, the ADW provider shall comply with the items #4 - #6 below; otherwise, items #4 - #6 shall not apply.
4. Approved ADW providers agree to disclose to CHRIMS, in a timely fashion and a form reasonably acceptable to CHRIMS, its respective ADW wagering handle information;
5. Approved ADW providers agree that all costs associated with such CHRIMS disclosures, and/or the preparation and submission of such information and the audit thereof as set forth herein, are to be borne individually by each provider; and,
6. Approved ADW providers shall enter into an agreement with the Track and TOC, each of which shall have the right to terminate the ADW HUB Agreement on seven (7) days written notice to ADW Provider if, for any calendar month during the Term, the blended takeout on wagers facilitated through ADW Provider on any one or more specific racetrack(s) is less than 15%; provided, however, that such termination right shall not apply if ADW Provider has received prior written approval from Association and the Thoroughbred Owners of California to accept wagers on such racetrack(s) with less than a 15% blended takeout. All separate pooled wagers (i.e., non-commingled), regardless of what racetrack they are placed on, shall constitute a single racetrack for purposes of this provision.

7. 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
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following the day of the event. Additionally, if requested to do so, provider shall also disclose and provide a true, complete, and correct copy of all such files on a weekly basis to affected California racing associations and horsemen's organizations. Such disclosure, files, and/or documentation shall include, but is not limited to, the date of all relevant wagers, corresponding TRA code, pool, conventional and exotic takeout, positive breakage, negative breakage, runner pay, postal code, off time, and breed; If during the term of this Agreement, the "TRA Account Wagering File" becomes the industry accepted ADW wagering data file format, then provider shall disclose and provide true, complete, and correct copies of said file, pertaining both to wagers placed by California residents and wagers placed by non-California residents on races conducted in California, to CHRIMS daily in lieu of providing both the "TRA Data File" and the California Account Wagering File; and,

- (v) A detailed breakdown of the distribution of takeout for any wager placed outside of California on a race conducted in California.
- (vi) Provider shall each remit to CHRIMS a monthly data fee of \$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 2026 Summer Meet and shall not file or participate in any action, claim or proceeding seeking the decertification of the TOC as the official and exclusive representative of California thoroughbred owners, nor will TRACK engage in a lockout of TOC members.

**XXXIV.  
MUTUALITY**

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

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

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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 (1<sup>st</sup>) day of the Next Year Meet. TRACK shall notify TOC within 21 days of receipt of the Race Meet Agreement for the Next Year Meet of any specific objections of TRACK to such Race Meet Agreement. If TRACK notifies TOC of objections to the Race Meet Agreement for the Next Year Meet, then TOC and TRACK shall meet within 14 days thereafter in 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

4/3/2026

Dated:

DocuSigned by:  
*Josh Rubinstein*  
03A7459DCBF14DC...

Mr. Josh Rubinstein  
President & COO

THOROUGHBRED OWNERS OF CALIFORNIA, INC.

4/3/2026









Dated:

DocuSigned by:  
*William A. Nader*  
20CE9094162E418

---

William A. Nader  
President & CEO

## EXHIBIT A 2026 DEL MAR SUMMER STAKES SCHEDULE\*

2026 Del Mar Stakes Schedule					
RUNNING	#	EVENT		DISTANCE	VALUE
Fri. Jul 17	1	CAESARS SPORTSBOOK OCEANSIDE HANDICAP	Three-year-olds	1 Mile (T)	\$ 150,000 G
Sat. Jul 18	2	 SAN DIEGO HANDICAP (Gr. II)	Three-year-olds & up	1 1/16 Miles	\$ 300,000 G
Sat. Jul 18	3	SAN CLEMENTE HANDICAP (Gr. II)	Fillies, Three-year-olds	1 Mile (T)	\$ 200,000 G
Sun. Jul 19	*	Wickerr Stakes	Three-year-olds & up, N/W S/S of \$50,000 at 1 M o/o since October 1	1 Mile (T)	\$ 100,000 G
Fri. Jul 24	4	FLEET TREAT STAKES	Fillies, Three-year-olds, Cal-Bred	7 Furlongs	\$ 150,000 G
Sat. Jul 25	5	 BING CROSBY STAKES (Gr. I)	Three-year-olds & up	6 Furlongs	\$ 400,000 G
Sat. Jul 25	*	Daisycutter Handicap	Fillies & Mares, Three-year-olds & up	5 Furlongs (T)	\$ 100,000 G
Sat. Jul 25	*	Osunitas Stakes	Fillies & Mares, Three-year-olds & up, N/W S/S \$50,000 at 1 M o/o since October 1	1 Mile (T)	\$ 100,000 G
Sun. Jul 26	6	EDDIE READ STAKES (Gr. II)	Three-year-olds & up	1 1/8 Miles (T)	\$ 250,000 G
Fri. Jul 31	7	REAL GOOD DEAL STAKES	Three-year-olds, Cal-Bred	7 Furlongs	\$ 150,000 G
Sat. Aug 01	8	 CLEMENT L. HIRSCH STAKES (Gr. I)	Fillies & Mares, Three-year-olds & up	1 1/16 Miles	\$ 400,000 G
Presented by Oak Tree Racing Association					
Sat. Aug 01	9	CALIFORNIA DREAMIN' STAKES	Three-year-olds & up, Cal-Bred	1 1/16 Miles (T)	\$ 150,000 G
Sun. Aug 02	10	CTBA Stakes	Fillies, Two-year-olds, Cal-Bred	5 1/2 Furlongs	\$ 100,000 G
Fri. Aug 07	11	GRADUATION STAKES	Two-year-olds, Cal-Bred	5 1/2 Furlongs	\$ 100,000 G
Sat. Aug 08	12	YELLOW RIBBON STAKES (Gr. II)	Fillies & Mares, Three-year-olds & up	1 1/16 Miles (T)	\$ 200,000 G
Sat. Aug 08	13	BEST PAL STAKES (Gr. III)	Two-year-olds	6 Furlongs	\$ 150,000 G
Sun. Aug 09	14	SORRENTO STAKES (Gr. III)	Fillies, Two-year-olds	6 Furlongs	\$ 150,000 G
Sat. Aug 15	15	SOLANA BEACH STAKES	Fillies & Mares, Three-year-olds & up, Cal-Bred	1 Mile (T)	\$ 150,000 G
Sat. Aug 15	*	CTT & TOC Stakes	Fillies & Mares, Three-year-olds & up	1 3/8 Miles (T)	\$ 100,000 G
Sun. Aug 16	16	 RANCHO BERNARDO STAKES (Gr. III)	Fillies & Mares, Three-year-olds & up	6 1/2 Furlongs	\$ 100,000 G
Sat. Aug 22	17	 PACIFIC CLASSIC (Gr. I)	Three-year-olds & up	1 1/4 Miles	\$ 1,000,000 G
Sat. Aug 22	18	DEL MAR OAKS (Gr. I)	Fillies, Three-year-olds	1 1/8 Miles (T)	\$ 300,000 G
Presented by Keeneland Sales					
Sat. Aug 22	19	DEL MAR MILE (Gr. II)	Three-year-olds & up	1 Mile (T)	\$ 300,000 G
Sat. Aug 22	20	 GREEN FLASH HANDICAP (Gr. II)	Three-year-olds & up	5 Furlongs (T)	\$ 200,000 G
Sun. Aug 23	21	CAESARS SPORTSBOOK DEL MAR DERBY (Gr. II)	Three-year-olds	1 1/8 Miles (T)	\$ 300,000 G
Sat. Aug 29	22	DEL MAR HANDICAP (Gr. II)	Three-year-olds & up	1 3/8 Miles (T)	\$ 300,000 G
Presented by Japan Racing Association					
Sat. Aug 29	23	 PAT O'BRIEN STAKES (Gr. II)	Three-year-olds & up	7 Furlongs	\$ 250,000 G
Sun. Aug 30	24	TORREY PINES STAKES (Gr. III)	Fillies, Three-year-olds	1 Mile	\$ 150,000 G
Fri. Sep 04	25	GENEROUS PORTION STAKES	Fillies, Two-year-olds, Cal-Bred	6 Furlongs	\$ 100,000 G
Sat. Sep 05	26	DEL MAR DEBUTANTE (Gr. I)	Fillies, Two-year-olds	7 Furlongs	\$ 300,000 G
Sat. Sep 05	27	DEL MAR JUVENILE TURF (Gr. III)	Two-year-olds	1 Mile (T)	\$ 100,000 G
Sat. Sep 05	*	Tranquility Lake Stakes	Fillies & Mares, Three-year-olds & up, N/W S/S \$50,000 at 1 M o/o since February 1	1 Mile	\$ 100,000 G
Sun. Sep 06	28	 DEL MAR FUTURITY (Gr. I)	Two-year-olds	7 Furlongs	\$ 300,000 G
Sun. Sep 06	29	SHARED BELIEF STAKES	Three-year-olds	1 Mile	\$ 125,000 G
Sun. Sep 06	30	DEL MAR JUVENILE FILLIES TURF	Fillies, Two-year-olds	1 Mile (T)	\$ 100,000 G
Mon. Sep 07	31	JOHN C. MABEE STAKES (Gr. II)	Fillies & Mares, Three-year-olds & up	1 1/8 Miles (T)	\$ 250,000 G
Mon. Sep 07	32	I'M SMOKIN STAKES	Two-year-olds, Cal-Bred	6 Furlongs	\$ 100,000 G

 indicates Breeders' Cup "Win and You're In" series race  
 indicates Breeders' Cup Dirt Dozen program race  
 \* indicates Overnight Stake

2026 DMTC SUMMER STAKES SCHEDULE 2/9/26  
 NOTE: BC WAY1 + DD Pending BC Approval

DAVID JERKENS - RACING SECRETARY - 858.792.4230



## EXHIBIT B 2026 DEL MAR SUMMER OVERNIGHT PURSE SCHEDULE\*



	2026 PROJECTED				S & W Bonus Turf 40%	Total Purse W/Ship & Win	S & W Bonus Dirt 50%	Total Purse W/Ship & Win
	2025 Overnight Purse Schedule		Overnight Purse Schedule					
	<u>SHORT/LONG</u>	<u>TOC/CTBA \$</u>	<u>SHORT/LONG</u>	<u>TOC/CTBA \$</u>				
O/STK	\$100,000	30,000	\$100,000	30,000				
\$ALW	\$84,000	26,200	\$84,000	26,200	\$33,600	\$117,600	\$42,000	\$126,000
2X	\$82,000	24,600	\$82,000	24,600	\$32,800	\$114,800	\$41,000	\$123,000
1X	\$81,000	24,300	\$81,000	24,300	\$32,400	\$113,400	\$40,500	\$121,500
STA \$50,000 < NW3	\$42,000	12,600	\$42,000	12,600	\$16,800	\$58,800	\$21,000	\$63,000
S/OC \$50,000 NW2	\$48,000	5,780	\$48,000	5,780	\$19,200	\$67,200	\$24,000	\$72,000
STA \$50,000 < NW 2	\$41,000	4,920	\$41,000	4,920	\$16,400	\$57,400	\$20,500	\$61,500
\$50,000	\$60,000	7,200	\$60,000	7,200	\$24,000	\$84,000	\$30,000	\$90,000
\$40,000	\$51,000	6,120	\$51,000	6,120	\$20,400	\$71,400	\$25,500	\$76,500
\$32,000	\$50,000		\$50,000		\$20,000	\$70,000	\$25,000	\$75,000
\$32,000 NW/Year	\$43,000		\$43,000		\$17,200	\$60,200	\$21,500	\$64,500
\$25,000	\$43,000		\$43,000		\$17,200	\$60,200	\$21,500	\$64,500
\$25,000 NW2	\$31,000		\$31,000		\$12,400	\$43,400	\$15,500	\$46,500
\$25,000 NW3	\$32,000		\$32,000		\$12,800	\$44,800	\$16,000	\$48,000
\$20,000	\$36,000		\$36,000		\$14,400	\$50,400	\$18,000	\$54,000
STR/16,/Year	\$35,000		\$35,000		\$14,000	\$49,000	\$17,500	\$52,500
\$16,000	\$34,000		\$34,000		\$13,600	\$47,600	\$17,000	\$51,000
\$12,500	\$32,000		\$32,000		\$8,000	\$40,000	\$8,000	\$40,000
\$16000 NW2	\$30,000		\$30,000		\$7,500	\$37,500	\$7,500	\$37,500
\$10,000	\$30,000		\$30,000		\$7,500	\$37,500	\$7,500	\$37,500
\$10,000 NW3	\$28,000		\$28,000		\$7,000	\$35,000	\$7,000	\$35,000
\$10,000 NW2	\$26,000		\$26,000		\$6,500	\$32,500	\$6,500	\$32,500
\$8,000	\$25,000		\$25,000		\$6,250	\$31,250	\$6,250	\$31,250
STA \$6,250	\$23,000		\$23,000		\$5,750	\$28,750	\$5,750	\$28,750
MSW 2yo Dirt			\$100,000	30,000			\$50,000	\$150,000
MSW	\$80,000	24,000	\$80,000	24,000	\$32,000	\$112,000	\$40,000	\$120,000
MSW/AUC/OPT			\$70,000	15,000	\$28,000	\$98,000	\$35,000	\$105,000
MDN/\$150,000	\$55,000		\$55,000		\$22,000	\$77,000	\$27,500	\$82,500
MDN/\$80,000	\$48,000		\$48,000		\$19,200	\$67,200	\$24,000	\$72,000
MDN/\$62,500	\$44,000		\$44,000		\$17,600	\$61,600	\$22,000	\$66,000
MDN/\$50,000	\$40,000		\$40,000		\$16,000	\$56,000	\$20,000	\$60,000
MDN/\$40,000	\$34,000		\$34,000		\$13,600	\$47,600	\$17,000	\$51,000
MDN/\$32,000	\$31,000		\$31,000		\$12,400	\$43,400	\$15,500	\$46,500
MDN/\$20,000	\$30,000		\$30,000		\$12,000	\$42,000	\$15,000	\$45,000
MDN/\$12,500	\$23,000		\$23,000		\$5,750	\$28,750	\$5,750	\$28,750

**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**

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

This 3<sup>rd</sup> Party Lasix Administration Agreement (this "Agreement") is entered into as of April 6, 2026 (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 acknowledge, DMTC, TOC and CTT do hereby agree as follows:

1. **TERM** This Agreement shall take effect on April 1, 2026 and shall continue through December 31, 2026 (the "Term"). If the Parties have not entered into a new agreement which satisfies the requirements of CHRB Rule 1845 prior to the conclusion of the Term, the terms and conditions set forth in this Agreement shall continue to remain in effect and binding on the Parties after the Term until such time that the Parties enter into such a new agreement or until any Party terminates this Agreement upon twenty-four (24) hours' notice.
2. **COST TO HORSEMEN** The owner shall pay to DMTC (on a per administration basis) an amount equal to Forty dollars (\$40) for the administration of race day furosemide to such owner's horse ("Lasix Administration Fee"). The Paymaster of Purses will deduct the Lasix Administration Fee from such owner's purse account and remit it to DMTC. By way of this Agreement, all owners hereby consent for the Paymaster of Purses to deduct the Lasix Administration Fee from such owner's purse account and remit it to DMTC. DMTC may increase the Lasix Administration Fee if there is a material increase in cost to administer the race day furosemide program; provided, however, that such increase must first be approved, with such approval not being unreasonably withheld, by the TOC.

**3. NUMBER OF VETERINARIANS AND TECHNICIANS** DMTC shall initially hire 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.

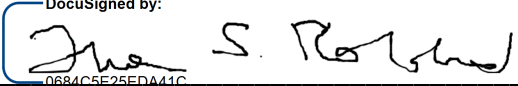
d. Counterparts. This Agreement and all amendments hereto may be executed in several counterparts and each counterpart shall constitute a duplicate original of the same instrument, DMTC, TOC and CTT agree that copies of this Agreement sent by email (in PDF or similar format) or fax, and the signatures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

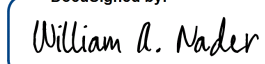
f. No Third Party Beneficiaries. Except with respect to the indemnification obligations set forth in this Agreement, the provisions of this Agreement are not intended to be for the benefit of, or enforceable by, any party other than DMTC, TOC and CTT. Except for DMTC, TOC and CTT, no person shall have 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:   
68B7E82D37D243A...  
Name: Alan Balch  
Title: Executive Director

**ROB BONTA**  
*Attorney General*

*State of California*  
**DEPARTMENT OF JUSTICE**



600 WEST BROADWAY, SUITE 1800  
SAN DIEGO, CA 92101

P.O. BOX 85266  
SAN DIEGO, CA 92186-5266

Public: (619) 738-9000  
Telephone: (619) 738-9303  
Facsimile: (619) 645-2271  
E-Mail: [Josh.Caplan@doj.ca.gov](mailto: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](mailto: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 22<sup>nd</sup> 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 'Joshua Caplan', with a long horizontal stroke extending to the right.

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 *Thomas S. Robbins*

Signature

TOM ROBBINS – EXECUTIVE VP RACING 4/9/2026

*Thomas S. Robbins*

*EVP, Racing Assoc*

Click or tap here to enter text.

*4/8/2026*

Print Name

Print Title

Date