

STAFF ANALYSIS
APPROVAL BY THE BOARD REGARDING THE FOLLOWING RENEWAL APPLICATIONS FOR LICENSES TO OPERATE SIMULCAST WAGERING FACILITIES FOR A PERIOD OF FIVE YEARS: DEL MAR THOROUGHBRED CLUB, SAN DIEGO COUNTY FAIR (SURFSIDE RACE PLACE), LOS ANGELES COUNTY FAIR (THE DERBY ROOM), SAN BERNARDINO COUNTY FAIR (THE DERBY ROOM), SOLANO COUNTY FAIR (WINNERS' CIRCLE), AND SOUTHERN CALIFORNIA FAIR & EVENTS (THE DERBY ROOM)

Board Meeting
May 13, 2026

ISSUE:

Del Mar Thoroughbred Club, San Diego County Fair (Surfside Race Place), Los Angeles County Fair (The Derby Room), San Bernardino County Fair (The Derby Room), Solano County Fair (Winners' Circle), and Southern California Fair & Events (The Derby Room) have each submitted an Application for Authorization to Operate a Simulcast Wagering Facility, form CHRB-25, to renew their respective licenses to operate a simulcast wagering facility.

BACKGROUND:

A "simulcast wagering facility," as defined in California Horse Racing Board (Board) Rule 2056, is the physical premises, structure, and equipment utilized by a guest association (i.e., racing association, fair, or tribal facility) for the conduct of pari-mutuel wagering on horse racing events being run elsewhere.

On October 25, 2024, Board Rule 2057 was amended to, in part, require each guest association licensed prior to January 1, 2025, to file a new Application for Authorization to Operate a Simulcast Wagering Facility, form CHRB-25, by January 1, 2026, to renew its license for a five-year term. All existing guest associations were licensed prior to January 1, 2025.

ANALYSIS:

The simulcast wagering facility applications for Del Mar Thoroughbred Club, San Diego County Fair (Surfside Race Place), Los Angeles County Fair (The Derby Room), San Bernardino County Fair (The Derby Room), Solano County Fair (Winners' Circle), and Southern California Fair & Events (The Derby Room) are being presented as consent calendar items. Consent items are expected to be routine and noncontroversial. It is recommended that the Board adopt these items without discussion. If any interested party, member of the Board, or staff member requests that an item be removed from the consent calendar, it will be considered separately.

RECOMMENDATION:

The applications meet all requirements for licensure. Staff therefore recommends approval of the consent calendar item.

STATE OF CALIFORNIA
CALIFORNIA HORSE RACING BOARD
**APPLICATION FOR AUTHORIZATION TO OPERATE A SIMULCAST WAGERING
FACILITY**
CHRB-25 (Rev. 1/23)

Application is hereby made to the California Horse Racing Board (CHRB) for authorization to operate a simulcast wagering facility in accordance with the California Business and Professions Code (BPC), Chapter 4, Division 8 (Horse Racing Law) and the California Code of Regulations, Title 4, Division 4 (CHRB Rules and Regulations).

1. APPLICANT INFORMATION

- A. Name of applicant association, fair, or tribal facility: DEL MAR THOROUGHBRED CLUB
- B. Location of facility (City and County): DEL MAR, SAN DIEGO COUNTY
- C. Mailing address of association, fair, or tribal facility: PO BOX 700, DEL MAR, CALIF 92014
- D. Telephone number: 858 755 1141
- E. Name and title of the managing officer or tribal council representative of the applicant association, fair, or tribal facility: JOSH RUBINSTEIN, PRESIDENT
- F. Name of the affiliated (simulcast) organization(s) that will operate the pari-mutuel wagering at the facility: SCOTWINC
- G. The regular schedule for operation of the facility will be as follows: SEE ATTACHED – SUBJECT TO APPROVAL BY THE CHRB
- H. Inclusive date during which the applicant proposes to operate as a simulcast wagering facility during the current racing year: SEE ATTACHED – SUBJECT TO APPROVAL BY THE CHRB – DATES: SUMMER MEET 7/8/26 – 9/8/26 / FALL MEET 11/4/26 – 12/1/26

Application must be filed not later than 90 days before the scheduled start date for operation of the proposed facility pursuant to CHRB Rule 2057.

Notice to Applicant: If approved for license, the term of license shall not exceed five years, pursuant to CHRB Rule 2057.

2. OPERATION OF THE SIMULCAST WAGERING FACILITY

ATTACHMENT

CHRB APPLICATION FOR AUTHORIZATION TO OPERATE A SIMULCAST WAGERING FACILITY:

SECTION 1. APPLICANT INFORMATION

G. DMTC REGULAR SCHEDULE FOR OPERATION OF THE FACILITY

([2026 HACIENDA ROOM](#) - 2026 SUMMER JULY 8 THRU SEPTEMBER 8 AND 2026 FALL NOVEMBER 4 THRU DECEMBER 1)

H. INCLUSIVE DATES APPLICANT PROPOSES TO OPERATE AS A SIMULCAST WAGERING FACILITY DURING 2026

([2026 HACIENDA ROOM](#) - 2026 SUMMER JULY 8 THRU SEPTEMBER 8 AND 2026 FALL NOVEMBER 4 THRU DECEMBER 1).

A. Inclusive hours and days for operation of the facility: Click or tap here to enter text.
 Daily Wed - Sun Tues - Sat Other - specify: SEE ATTACHMENTS GIVEN IN 1.G.

B. Inclusive time periods during the calendar year the facility **will not** be utilized as a simulcast wagering facility: DURING LIVE RACING DMTC WILL OPERATE THE HACIENDA ROOM WITH SIMULCAST WAGERING, ALL OTHER DAYS WILL BE OPERATED BY THE 22ND AG DISTRICT (FAIRGROUNDS).

Exceptions to the foregoing: NONE

C. If approved, wagering will be offered on live race meetings being held or conducted by the following racing associations:

Race Meeting	Breed	Day or Night
ATTACHMENTS.(2)		
OTHER.ASSOCIATIONS.OFFERED.VIA.SIMULCAST.WAGERING		
DEL MAR SUMMER 2026	THOROUGHBREDS	DAY
DEL MAR FALL 2026	THOROUGHBREDS	DAY

D. Dates during which the applicant will conduct or has conducted live horse racing during the current racing year (if none, so state): SEE ATTACHED SIMULCAST WAGERING SUMMER AND FALL 2026 SCHEDULES / SUMMER MEET JULY 8 THRU SEPTEMBER 8, 2026 – FALL MEET NOVEMBER 4 THRU DECEMBER 1, 2026 – SEE ATTACHED LIVE RACE DATES 2026 SUMMER AND FALL RACE MEETS. ALL INFORMATION SUBJECT TO CHANGE AS WE GET CLOSER TO ACTUAL OPENING DAYS.

3. ELIGIBILITY FOR APPROVAL AS A GUEST ASSOCIATION

A. The applicant association is: Racing Association Fair
 Tribal Facility Other Business Entity

Complete the applicable subsection (B, C, or D). Then continue to E.

B. RACING ASSOCIATION - approval pursuant to BPC section 19605.

1. The name under which the association is licensed by the Board: DEL MAR THOROUGHBRED CLUB

SUMMER 2026

DEL MAR THOROUGHBRED CLUB 2026 HACIENDA ROOM (SCHEDULE)

July, Aug, Sept 2026						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
July 12 Simulcast Only 9 AM - 4:30 PM	July 13 DARK CLOSED	July 14 DARK CLOSED	July 8 DARK CLOSED	July 9 Simulcast Only 9 AM - 4:30 PM	July 10 Simulcast Only 9 AM - 4:30 PM	July 11 Simulcast Only 9 AM - 4:30 PM
July 19 OPEN 9:00 AM	July 20 DARK CLOSED	July 21 DARK CLOSED	July 15 Simulcast Only 9 AM - 4:30 PM	July 16 Simulcast Only 9 AM - 4:30 PM	July 17 OPENING DAY 9:00 AM	July 18 OPEN 9:00 AM
July 26 OPEN 9:00 AM	July 27 DARK CLOSED	July 28 DARK CLOSED	July 22 Simulcast Only 9 AM - 4:30 PM	July 23 OPEN 9:00 AM	July 24 OPEN 9:00 AM	July 25 OPEN 9:00 AM
August 2 OPEN 9:00 AM	August 3 DARK CLOSED	August 4 DARK CLOSED	July 29 Simulcast Only 9 AM - 4:30 PM	July 30 OPEN 9:00 AM	July 31 OPEN 9:00 AM	August 1 OPEN 9:00 AM
August 9 OPEN 9:00 AM	August 10 DARK CLOSED	August 11 DARK CLOSED	August 5 Simulcast Only 9 AM - 4:30 PM	August 6 OPEN 9:00 AM	August 7 OPEN 9:00 AM	August 8 OPEN 9:00 AM
August 16 OPEN 9:00 AM	August 17 DARK CLOSED	August 18 DARK CLOSED	August 12 Simulcast Only 9 AM - 4:30 PM	August 13 OPEN 9:00 AM	August 14 OPEN 9:00 AM	August 15 OPEN 9:00 AM
August 23 OPEN 9:00 AM	August 24 DARK CLOSED	August 25 DARK CLOSED	August 19 Simulcast Only 9 AM - 4:30 PM	August 20 OPEN 9:00 AM	August 21 OPEN 9:00 AM	August 22 OPEN 9:00 AM
August 30 OPEN 9:00 AM	August 31 DARK CLOSED	September 1 DARK CLOSED	August 26 Simulcast Only 9 AM - 4:30 PM	August 27 OPEN 9:00 AM	August 28 OPEN 9:00 AM	August 29 OPEN 9:00 AM
September 6 OPEN 9:00 AM	September 7 OPEN 9:00 AM	September 8 DARK CLOSED	September 2 Simulcast Only 9 AM - 4:30 PM	September 3 OPEN 9:00 AM	September 4 OPEN 9:00 AM	September 5 OPEN 9:00 AM

3/11/2026
All information is
"SUBJECT TO CHANGE"



** The Hacienda Room opens on Thursday July 9th - Saratoga Opening Day
DARK (CLOSED) on Monday and Tuesdays, except Monday Sept 7th - Labor Day
DARK (CLOSED) on Wednesday, July 8th

July 9th through July 16th, Simulcast Only, open 9am to 4:30 pm
Wednesdays, Simulcast Only, open 9 am to 4:30 pm

When Del Mar races live on Fridays, Hacienda Room opens at 9 am and closes after the last live race from Del Mar.
When Del Mar races live on Saturdays and Sundays, Hacienda Room opens at 9 am and closes after the last live night race from Los Alamitos Quarters.

Abbreviated Programs are complimentary and will be left up by the Mutuel clerks for patrons to use as needed.

LIVE RACE DAY - Admission to Hacienda Room is complimentary between 9 am and 11 am only.

SIMULCAST ONLY DAY - Admission free between 9 am and 4:30 pm

FALL 2026

DEL MAR THOROUGHBRED CLUB 2026 THE HACIENDA ROOM (SCHEDULE)

November 2026						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
November 8 OPEN 9:00 AM	November 9 DARK CLOSED	November 10 DARK CLOSED	November 11 Simulcast Only 9 AM - 4:30 PM	November 12 Simulcast Only 9 AM - 4:30 PM	November 13 OPEN 9:00 AM	November 14 OPEN 9:00 AM
November 15 OPEN 9:00 AM	November 16 DARK CLOSED	November 17 DARK CLOSED	November 18 Simulcast Only 9 AM - 4:30 PM	November 19 Simulcast Only 9 AM - 4:30 PM	November 20 OPEN 9:00 AM	November 21 OPEN 9:00 AM
November 22 OPEN 9:00 AM	November 23 DARK CLOSED	November 24 DARK CLOSED	November 25 Simulcast Only 9 AM - 4:30 PM	November 26 OPEN 9:00 AM	November 27 OPEN 9:00 AM	November 28 OPEN 9:00 AM
November 29 OPEN 9:00 AM	November 30 DARK CLOSED	December 1 DARK CLOSED				

3/11/2026
All information is
"SUBJECT TO CHANGE"



DARK
Simulcast Only
LIVE RACING

Hacienda Room opens on Wednesday November 4th and closes on Sunday November 29
DARK (CLOSED) on MONDAYS & TUESDAYS

On WEDNESDAYS and THURSDAY, November 4, 5, 11, 12, 18, 19, 25 Hacienda opens at 9 am and closes at 4:30 pm.
Abbreviated Programs are complimentary and will be left up by the Mutuel clerks for patrons to use as needed.

When Del Mar races live on Fridays, Hacienda Room opens at 9 am and closes after the last live race from either Del Mar
When Del Mar races live on Saturdays and Sundays, Hacienda Room opens at 9 am and closes after the last live night race from Los Alamitos Quarters.

Admission to Hacienda Room is complimentary between 9 am and 11 am only, 9 am to 9:30 am on Thanksgiving, TH November 26th.

ATTACHMENTS – SECTION 2

CHRB APPLICATION FOR AUTHORIZATION TO OPERATE A SIMULCAST WAGERING FACILITY:

SECTION 2.A INCLUSIVE HOURS AND DAYS FOR OPERATION

SEE ATTACHMENTS 1 AND 2 (SECTION 1 G-H) FOR SIMULCAST DATES AND HOURS OF DMTC SIMULCAST SCHEDULING FOR 2026 SUMMER AND FALL LIVE RACE MEETS ** (INFORMATION SUBJECT TO CHANGE).

SECTION 2.C WAGERING OFFERED ON LIVE RACE MEETINGS BEING HELD OR CONDUCTED BY THE FOLLOWING RACING ASSOCIATIONS:

SEE ATTACHMENTS 1 AND 2 (SUMMER AND FALL) FOR OTHER ASSOCIATIONS OFFERED VIA SIMULCAST WAGERING

SECTION 2.D DATES DMTC WILL CONDUCT LIVE HORSE RACING *

SUMMER 2026

- 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, 7/27-7/29, 8/3-5, 8/10-12, 8/17-19, 8/24-26, 8/31-9/2.

FALL 2026

- A. Inclusive dates allocated for the entire meeting: **November 04 through December 01, 2026.**
- B. Actual dates racing will be held: **November 5, 2026 through November 29, 2026 - racing every Friday through Sunday, with the exception of Week 1 (4 days) Thursday 11/5-6-7-8 and Week 4 (4 days) Thanksgiving 11/26-27-28-29). Dark - 11/09,10,11,12 – 11/16,17,18,19 – 11/23,24,25.**

*ALL DATE INFORMATION WILL BE SUBMITTED TO THE CHRB FOR APPROVAL AND IS SUBJECT TO CHANGE

ATTACHMENT - 2.C

OTHER ASSOCIATIONS OFFERED SIMULCAST WAGERING

Summer 2026 - Day

Assiniboia Downs: July 8, 2026 - September 8, 2026
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
Fort Erie: July 8, 2026 - September 8, 2026
Gulfstream Park: July 8, 2026 - September 8, 2026
Hastings Park: July 8, 2026 - September 8, 2026
Indiana Grand: July 8, 2026 - September 8, 2026
Kentucky Downs: July 8, 2026 - September 8, 2026
Laurel 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
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 8, 2026 - September 8, 2026
Thistledown: July 8, 2026 - September 8, 2026
Woodbine: July 8, 2026 - September 8, 2026

Summer 2026 - Night

Los Alamitos Quarters: July 8, 2026 - September 8, 2026
Australia: July 8, 2026 - September 8, 2026

ATTACHMENT 2.C

OTHER ASSOCIATIONS OFFERED SIMULCAST WAGERING

Fall 2026 - Day

Aqueduct: November 4, 2026 – December 1, 2026

Churchill Downs: November 4, 2026 – December 1, 2026

Delta Downs: November 4, 2026 – December 1, 2026

Gulfstream Park: November 4, 2026 – December 1, 2026

Fairgrounds: November 4, 2026 – December 1, 2026

Finger Lakes: November 4, 2026 – December 1, 2026

Hawthorne Racecourse: November 4, 2026 – December 1, 2026

Laurel Park: November 4, 2026 – December 1, 2026

LARC (South America) via Laurel Park November 4, 2026 – December 1, 2026

LARC (South America) via Gulfstream Park: November 4, 2026 – December 1, 2026

Mahoning Valley: November 4, 2026 – December 1, 2026

Mountaineer Park: November 4, 2026 – December 1, 2026

PARX Racing: November 4, 2026 – December 1, 2026

Penn National: November 4, 2026 – December 1, 2026

Tampa Bay: November 4, 2026 – December 1, 2026

Turf Paradise: November 4, 2026 – December 1, 2026

Turfway Park: November 4, 2026 – December 1, 2026

Woodbine: November 4, 2026 – December 1, 2026

Zia Park: November 4, 2026 – December 1, 2026

Fall 2026 - Night

Los Alamitos Quarters: November 4, 2026 – December 1, 2026

Australia: November 4, 2026 – December 1, 2026

2. The names and titles of management personnel assigned to the facility:
SEE ATTACHMENT

C. FAIR

1. Approval is requested pursuant to BPC section 19605.1 OR 19605.2.
2. Correct title of the fair or fair association:
3. Names and titles of the present fair directors:
4. Names and titles of management personnel assigned to the simulcast wagering facility:

D. TRIBAL FACILITY

1. Approval is requested pursuant to the Tribal-State Compact signed on:
2. The name of the tribe under which the Tribal-State Compact was approved:
3. Names and titles of management personnel assigned to the facility:

- E. If applicable, names and titles of management personnel comprising management company or other entity operating gaming and simulcast wagering at the facility: N/A

- F. Has the management company or other entity been approved by the U.S. Bureau of Indian Affairs? Yes No If yes, the date of that approval:

Notice to Applicant: Changes to management personnel and Simulcast Facility Supervisor(s) must be immediately reported to the Board.

4. **CONCESSIONAIRES AND VENDORS**

- A. The concessionaires, vendors, and other entities providing food service, beverage service, racing selection services, janitorial or custodial service, or other service or supplies within the simulcast wagering facility are (specify the name and type of service of supplies): FOOD & BEVERAGE SERVICE WITHIN HACIENDA ROOM-NONE / JANITORIAL SERVICES & SUPPLIES - DMTC
- B. Other vendors to be permitted to sell products or services outside, but on the premises of, the simulcast wagering facility are: FOOD & BEVERAGE SERVICE - PREMIER FOOD SERVICES

ATTACHMENT

3. ELIGIBILITY FOR APPROVAL AS A GUEST ASSOCIATION

B. RACING ASSOCIATION

2. Names and titles of management personnel assigned to the facility:

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

5. SUPERVISION, SECURITY, AND FIRE PREVENTION

- A. The names of all persons to be employed as a Simulcast Facility Supervisor at the simulcast wagering facility: BILL NAVARRO, DIRECTOR OF PARI-MUTUELS / PAUL PORTER, DMTC DIRECTOR OF SIMULCASTING AND PRODUCTION
- B. The workers' compensation insurance carrier and the policy number securing the applicant's liability for payment of workers' compensation is (if self-insured, give details): SEE ATTACHMENT – RENEWAL IN PROCESS
- C. Attach a copy of the Certificate of Insurance. SEE ATTACHMENT – EXPIRES 3/31/2026 – RENEWAL IN PROCESS, WILL BE PROVIDED AS SOON AS AVAILABLE.
- D. Attach a fire clearance from the fire authority having jurisdiction. SEE ATTACHMENT – 2026 FIRE INSPECTION LETTER FOR FAIR AND DMTC WILL BE PROVIDED UPON RECEIPT FROM FIRE MARSHAL
- E. The name of the person having responsibility for security controls at the facility is: BILL DONAHUE, DMTC DIRECTOR OF SECURITY
- F. The number of security officers and/or guards to be regularly employed at the facility is: 75
- G. The police or sheriff's department having jurisdiction for criminal law enforcement over the premises of the facility is: SAN DIEGO COUNTY SHERIFF'S DEPARTMENT – NORTH COUNTY STATION.
- H. Specify the name, address, and telephone number of the emergency ambulance service the applicant will utilize in event of illness or injury at the facility. AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC., 8808 BALBOA AVENUE, SUITE 150, SAN DIEGO, CA 92123 – (619) 380-0953
- I. Does the applicant propose to have emergency medical care available at the facility:
 Yes No If yes, describe.

6. EQUIPMENT PROVIDED BY THE GUEST ASSOCIATION

- A. Describe the television equipment (simulcast receivers, decoders, controls, monitors, etc.) to be utilized at the facility. IN 2026 DMTC WILL USE THE HACIENDA ROOM ON THE 22ND AG DISTRICT FAIRGROUNDS. THERE ARE SIXTEEN 32-INCH TVs AND FOURTEEN 42-INCH TVs IN THE ROOM. THERE ARE 10 DECODERS WHICH CAN IMPORT 20 SIMULTANEOUS SIGNALS.



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



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.

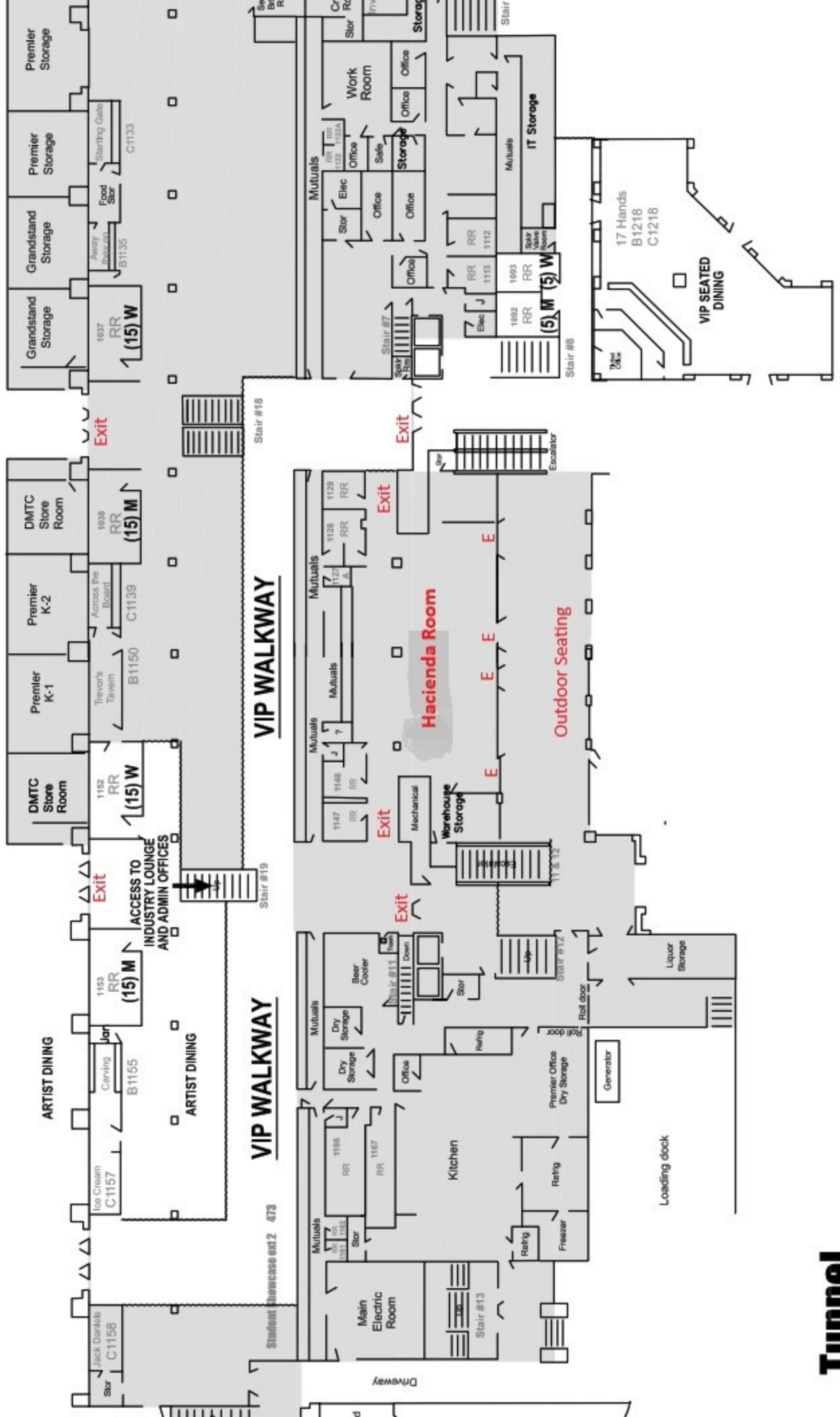
Sincerely,

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

Door



Tunnel

ATTACHMENT

7. PARI-MUTUEL EQUIPMENT AND WAGERING SERVICES

- A. Described the pari-mutuel equipment, odds displays, modems or muxes and method of data transmission to be utilized (include the number of pari-mutuel terminals to be on-site).

Totalisator Central System

American Totalisator, Inc. (AmTote)

Primary system at ViaWest Data Center located in Portland Oregon

AmTote Representative:

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

Contract Expiration Date: 10/30/2030

Terminals

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

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

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

of Terminals in Hacienda Room: There are 10-12 teller terminals in the Hacienda Room and 20 self-service terminals located in the Room and outside patio.

List below the takeout percentage for each type of wager identified in 7.

TAKE OUT PERCENTAGE

14.00 %

Early PNP5

15.43 %

W/P/S; Parlay

20.00 %

DD

22.00%

Pick3, Position3

22.68 %

E; Q

23.68 %

**TRI; SF; PK3; PNP6; SuperH5; PPN; PNP4,
Late PNP5**

- B. Will the applicant be responsible for maintenance of the pari-mutuel equipment?

YES

- C. Describe the method by which patron complaints regarding wagering operation and/or the facility or its employees may be filed. **DMTC EXECUTIVE OFFICES ON-SITE**

- D. Has the applicant made arrangements to provide for the encashment of valid pari-mutuel tickets issued at other facilities or at California race meetings?

YES

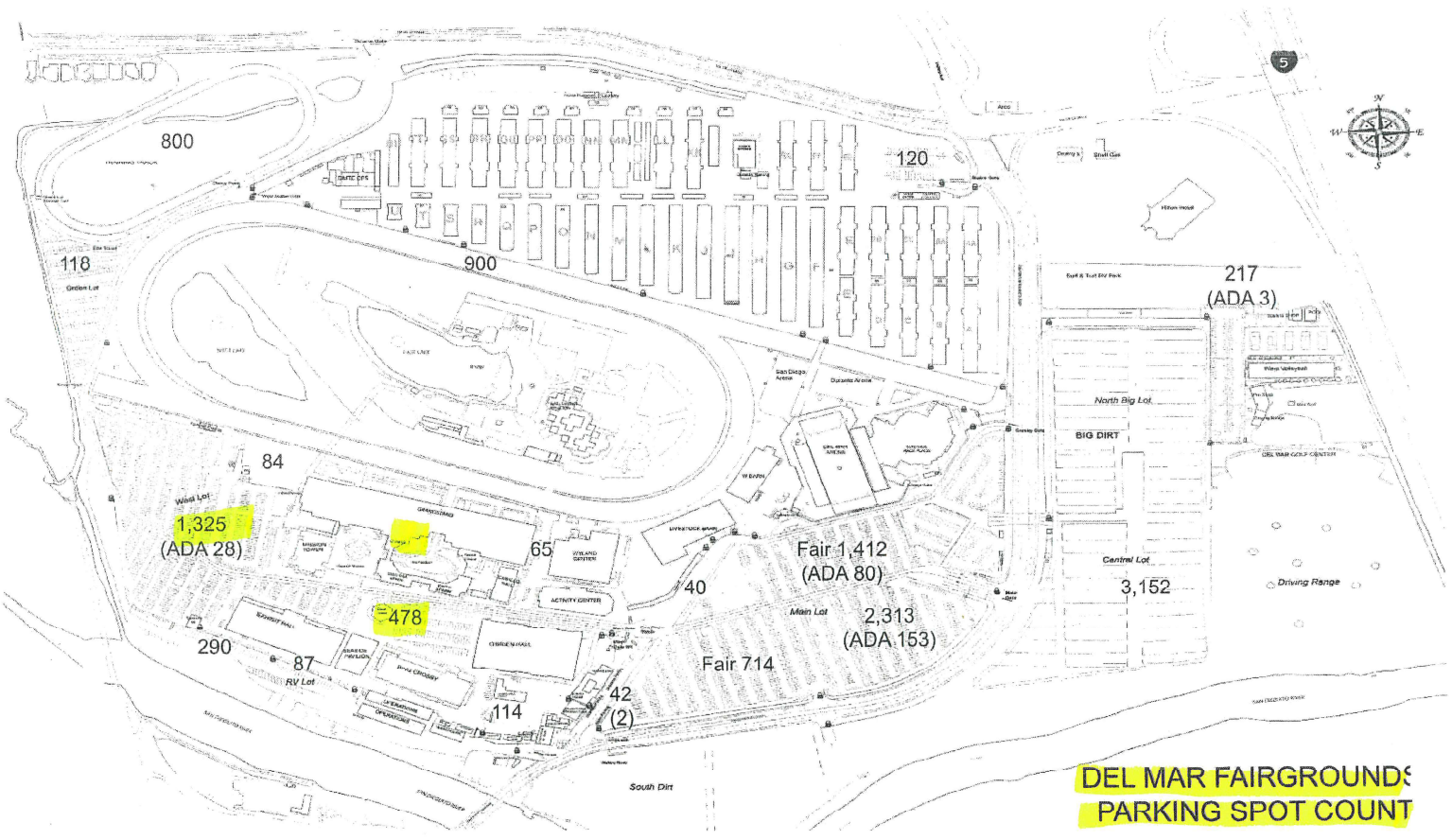
9. FOOD AND BEVERAGE SERVICE

- A. Describe the food and beverage services to be offered (full meals served; cafeteria-style full meals; short-order counter service; pre-ordered prepared sandwiches and fast foods available; full bar services; barn counters; or other description as appropriate). WITHIN HACIENDA ROOM - NONE
- B. The seating capacity in the general admission area is: 250
- C. The number of tables in the general admission area is: 36
- D. The seating capacity in the premium area is: NO PREMIUM AREA
- E. The number of tables in the premium area is: NO PREMIUM AREA
- F. Overall square footage in the public general admission area is: 200' x 160'
- G. Overall square footage in the public premium admission area is: NO PREMIUM AREA
- H. Overall square footage available for "overflow" attendance: OUTSIDE PATIO FOR OVERFLOW – 200' x 80'
- I. Describe occupancy restrictions, if any, imposed by the fire authority having jurisdiction. NONE
- J. The total number of parking spaces available in the combined parking areas can accommodate (number of standard sized automobiles): FAIRGROUNDS GENERAL PARKING – SEE ATTACHED MAP OF DEL MAR FAIRGROUNDS PARKING SPOT COUNT. HIGHLIGHTED IS THE HACIENDA ROOM LOCATION WITH 1,803 HIGHLIGHTED CLOSEST PARKING SPOTS TO OFF-TRACK WAGERING LOCATION 2026 (HACIENDA ROOM)
- K. Describe any other activities to be scheduled on or near the facility premises that may have a negative impact on available parking. NONE

10. AGREEMENTS

- A. Fair applicants must attach the resolution of its governing body that determined that the conduct of simulcast wagering at its fair facility best serves the interest of the fair. 22 AG DISTRICT FAIRGROUNDS
- B. Attach a copy of the agreement between the applicant and the (simulcast) organizations(s) that sets forth therein the duties of the respective parties.

ATTACHMENT - 9.J PARKING



SCOTWINC AGREEMENT – AGREEMENT RENEWED EACH YEAR (APRIL 26)
BY EXTENSION AGREEMENT LETTER. LETTER TO BE PROVIDED 4/26/26

- C. Attach a copy of the written consent of the horsemen's organization(s), if applicable, consenting to the acceptance of wagers at the facility. SEE ATTACHED

NOTICES TO APPLICANT

Notice is given to the applicant that its application, if approved by the Board, authorizes the applicant to offer pari-mutuel wagering at its simulcast facility until notified otherwise.

Notice is also given that retention of and control over all moneys generated from pari-mutuel wagering held or conducted at the facility is the responsibility of the simulcast organization(s) that contract(s) to provide the pari-mutuel equipment and pari-mutuel employees and that such organization(s) is (are) responsible for its proper distribution in accordance with the law and the rules and regulations of the Board.

Notice is also given that CHRB rules 1870 and 1871 require that the Board be given 15 days' notice in writing of any intention to terminate operations, engagements, or services by any licensee, approved concessionaire, or approved service contractor.

11. DECLARATIONS

- A. All labor agreements, concession contracts, service contracts, horsemen's agreements, lease agreements, and agreements with the (simulcast) organization(s) necessary to conduct and operate the simulcast wagering program at the facility have been finalized, except as follows (if there are no exceptions, so state): NO EXCEPTIONS
- B. 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) that remain in effect for the entire term of the approval, except as follows (if there are no exceptions, so state): NO EXCEPTIONS
- C. Absent natural disasters or causes beyond the control of the applicant, its service contractors, concessionaires, or employees engaged at the facility, no reasons are believed to exist that may result in a stoppage to the conduct of pari-mutuel wagering at the facility or the withholding of any vital service to the applicant, except as follows (if there are no exceptions, so state): NO EXCEPTIONS

12. CERTIFICATION BY APPLICANT

ATTACHMENT – 10.C TOC AGREEMENT



March 18, 2026

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

RE: CHRB-25 Del Mar Thoroughbred Club

Dear Executive Director Chaney,

The Thoroughbred Owners of California consent to the following simulcast organizations to accept wagers pursuant to the California Horse Racing law.

- Del Mar Thoroughbred Club, Del Mar, California

Sincerely,

A handwritten signature in blue ink that reads 'William Nader'. The signature is written in a cursive, flowing style.

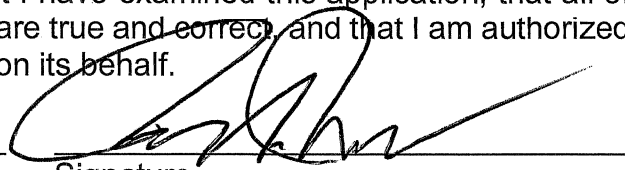
William Nader
President & CEO
Thoroughbred Owners of California,

CC: Sandra Shinn, CHRB
Rick Pimentel, CHRB
Josh Rubinstein, DMTC
Lucy Myers, DMTC

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 applicant to attest to this application on its behalf.

JOSH RUBINSTEIN

Print Name



Signature

PRESIDENT

Print Title

3/24/25

Date

STATE OF CALIFORNIA
CALIFORNIA HORSE RACING BOARD
APPLICATION FOR AUTHORIZATION TO OPERATE A SIMULCAST WAGERING FACILITY
CHRB-25 (Rev. 1/23)

Application is hereby made to the California Horse Racing Board (CHRB) for authorization to operate a simulcast wagering facility in accordance with the California Business and Professions Code (BPC), Chapter 4, Division 8 (Horse Racing Law) and the California Code of Regulations, Title 4, Division 4 (CHRB Rules and Regulations).

1. APPLICANT INFORMATION

- A. Name of applicant association, fair, or tribal facility: 22nd District Agricultural Association
- B. Location of facility (City and County): Del Mar, San Diego County
- C. Mailing address of association, fair, or tribal facility: 2260 Jimmy Durante Blvd Del Mar Ca 92014
- D. Telephone number: 858-755-1161
- E. Name and title of the managing officer or tribal council representative of the applicant association, fair, or tribal facility: Henry Rivera, Director of Production and Entertainment
- F. Name of the affiliated (simulcast) organization(s) that will operate the pari-mutuel wagering at the facility: Southern California Off Track Wagering
- G. The regular schedule for operation of the facility will be as follows: Wednesday thru Sunday
- H. Inclusive date during which the applicant proposes to operate as a simulcast wagering facility during the current racing year: January thru July and September thru November and December.

Application must be filed not later than 90 days before the scheduled start date for operation of the proposed facility pursuant to CHRB Rule 2057.

Notice to Applicant: If approved for license, the term of license shall not exceed five years, pursuant to CHRB Rule 2057.

2. OPERATION OF THE SIMULCAST WAGERING FACILITY

- A. Inclusive hours and days for operation of the facility: Wed-Fri 10am-5pm
Sat-Sun 10am-10pm

Daily Wed - Sun Tues - Sat Other - specify:

B. Inclusive time periods during the calendar year the facility **will not** be utilized as a simulcast wagering facility: Surfside Race Place is non-operation during the Summer and Fall race meets for the Del Mar Thoroughbred Club during their race seasons the DMTC operates the simulcast wagering facility.

Exceptions to the foregoing:

C. If approved, wagering will be offered on live race meetings being held or conducted by the following racing associations: N/A

Race Meeting	Breed	Day or Night
Click or tap here to enter text.		

D. Dates during which the applicant will conduct or has conducted live horse racing during the current racing year (if none, so state): None

3. ELIGIBILITY FOR APPROVAL AS A GUEST ASSOCIATION

A. The applicant association is: Racing Association Fair
 Tribal Facility Other Business Entity

Complete the applicable subsection (B, C, or D). Then continue to E.

B. RACING ASSOCIATION - approval pursuant to BPC section 19605.

1. The name under which the association is licensed by the Board:
2. The names and titles of management personnel assigned to the facility:

C. FAIR

1. Approval is requested pursuant to BPC section 19605.1 OR 19605.2.
2. Correct title of the fair or fair association: 22nd District Agricultural Association
3. Names and titles of the present fair directors: 1. Sam Nejabat, Board Chair
 2. Lisa Barkett, Board Vice Chair
 3. Frederick Schenk, Board Member
 4. Mark Arabo, Board Member
 5. Phil Blair, Board Member
 6. Donna DeBerry, Board

Member 7. Michael Gelfand, Board Member 8. Kathlyn Mead, Board Member 9. G. Joyce Rowland Board Member 9. Carlene Moore, Secretary/Treasurer CEO

4. Names and titles of management personnel assigned to the simulcast wagering facility: 1. Henry Rivera, Director 2. Mary Lawson, Events Services Supervisor 3. Dawn Morgan (Interim) Assistant Satellite Facility Supervisor

D. TRIBAL FACILITY

1. Approval is requested pursuant to the Tribal-State Compact signed on:
2. The name of the tribe under which the Tribal-State Compact was approved:
3. Names and titles of management personnel assigned to the facility:

- E. If applicable, names and titles of management personnel comprising management company or other entity operating gaming and simulcast wagering at the facility:

- F. Has the management company or other entity been approved by the U.S. Bureau of Indian Affairs? Yes No If yes, the date of that approval:

Notice to Applicant: Changes to management personnel and Simulcast Facility Supervisor(s) must be immediately reported to the Board.

4. CONCESSIONAIRES AND VENDORS

- A. The concessionaires, vendors, and other entities providing food service, beverage service, racing selection services, janitorial or custodial service, or other service or supplies within the simulcast wagering facility are (specify the name and type of service of supplies): 1. Canteen, Vending Machines 2. 22nd DAA, Janitorial and Custodial services
- B. Other vendors to be permitted to sell products or services outside, but on the premises of, the simulcast wagering facility are: Legends Global (AKA Premier Food Services).

5. SUPERVISION, SECURITY, AND FIRE PREVENTION

- A. The names of all persons to be employed as a Simulcast Facility Supervisor at the simulcast wagering facility: Henry Rivera, Mary Lawson, Dawn Morgan

- B. The workers' compensation insurance carrier and the policy number securing the applicant's liability for payment of workers' compensation is (if self-insured, give details):
- C. Attach a copy of the Certificate of Insurance. Please refer to CSFA attached document
- D. Attach a fire clearance from the fire authority having jurisdiction. Please refer to attached CalFire Inspection Report
- E. The name of the person having responsibility for security controls at the facility is: Mark Elvin
- F. The number of security officers and/or guards to be regularly employed at the facility is: One dedicated to the facility and up to ten on the property.
- G. The police or sheriff's department having jurisdiction for criminal law enforcement over the premises of the facility is: San Diego County Sheriff
- H. Specify the name, address, and telephone number of the emergency ambulance service the applicant will utilize in event of illness or injury at the facility. Mercy Medical Transportation 27350 Valley Center Road, Suite A Valley Center CA 92082 760-751-9797
- I. Does the applicant propose to have emergency medical care available at the facility:
 Yes No If yes, describe.

6. EQUIPMENT PROVIDED BY THE GUEST ASSOCIATION

- A. Describe the television equipment (simulcast receivers, decoders, controls, monitors, etc.) to be utilized at the facility. The facility uses twentytwo 32 inch and twentytwo 42" flat screen televisions that obtain signal from "DirectTV" and "Roberts 3-Paths" that are patched into Thor SDI_HD Encoders-RF Modulators that are then patched for routing in a Blackmagic Video Hub. Signal from there is routed via the Roberts "Recon" software as well as the Blackmagic Video Hub routing software.
- B. Describe the public address equipment (controls, microphones, speakers, etc.) to be utilized at the facility. Audio Signal in the facility comes from the TV's but the audio system in the building is a QSYS-UC1 controlled by QSYS-Designer
- C. Attach a detailed scale plan of the facility indicating all points of access, emergency exits, and the placement of offices and food and beverage service locations.

7. PARI-MUTUEL EQUIPMENT AND WAGERING SERVICES



December 4, 2025

To: California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95815

Re: Del Mar Fairgrounds/22nd DAA
2260 Jimmy Durante Blvd.
Del Mar, CA 992014

Please be advised that the Del Mar Fairgrounds/22nd DAA is a member of the California Fair Services Authority (CFSA), and participates in the following self-insurance and loss pooling programs which are administered by CFSA:

I. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY PROGRAM

- A. Primary Coverage \$500,000 self-insured retention California Fair Services Authority
Coverage continuous until cancelled
- B. Excess Coverage (a) Workers' Compensation: Statutory Limit in excess of \$500,000
(b) Employers' Liability: \$4,500,000 in excess of \$500,000
Coverage provided by PRISM
Term: 7/1/2025 to 7/1/2026

CFSA represents to the California Horse Racing Board that within the above limits, terms and provisions of the coverage stated, to the extent provided by law, CFSA will provide defense, payment, and indemnification on loss funding in accordance with the terms of the contractual assumption of the Del Mar Fairgrounds/22nd DAA as set forth in California Horse Racing Board's "Insurance Requirements".

You will be given at least thirty (30) day notice of any change in the foregoing information. We trust that this commitment will satisfy your insurance requirements.

Please feel free to contact this office on all matters including possible claims.

Sincerely,

Mario Castagnola

Mario Castagnola
Risk Analyst II

**1776 TRIBUTE ROAD, SUITE 100
SACRAMENTO, CA 95815
PHONE: (916) 921-2213 | FAX: (916) 646-1238**

WWW.CFSA.ORG



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



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.

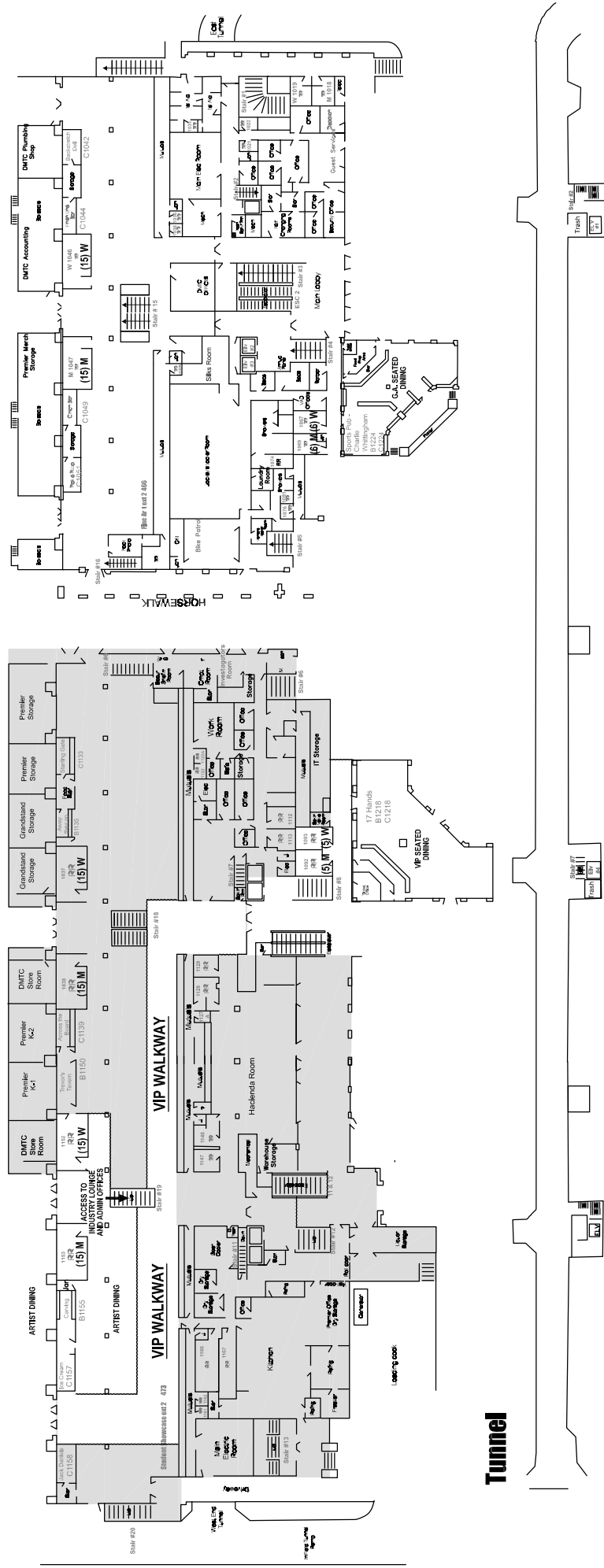
Sincerely,

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

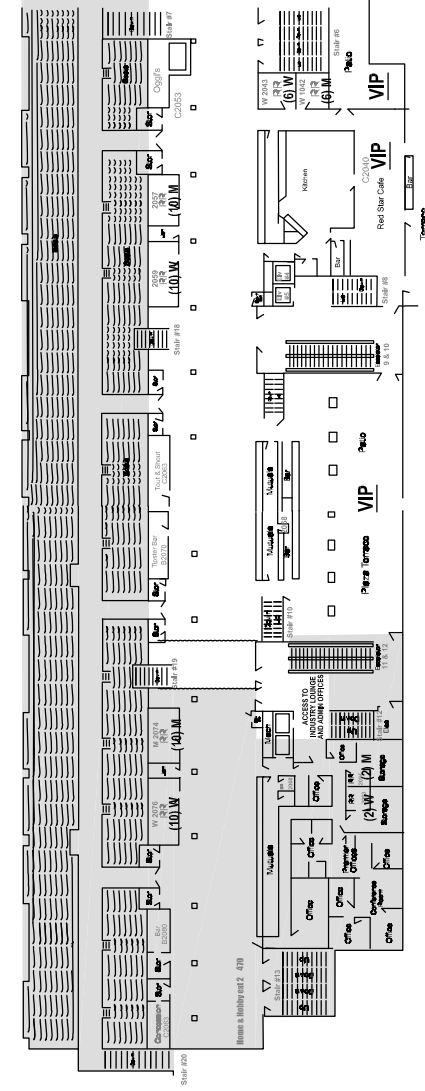
Matthew Davis

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

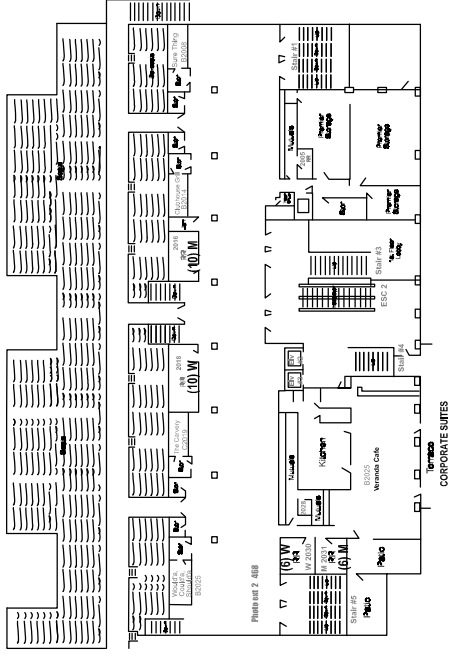
1st Floor



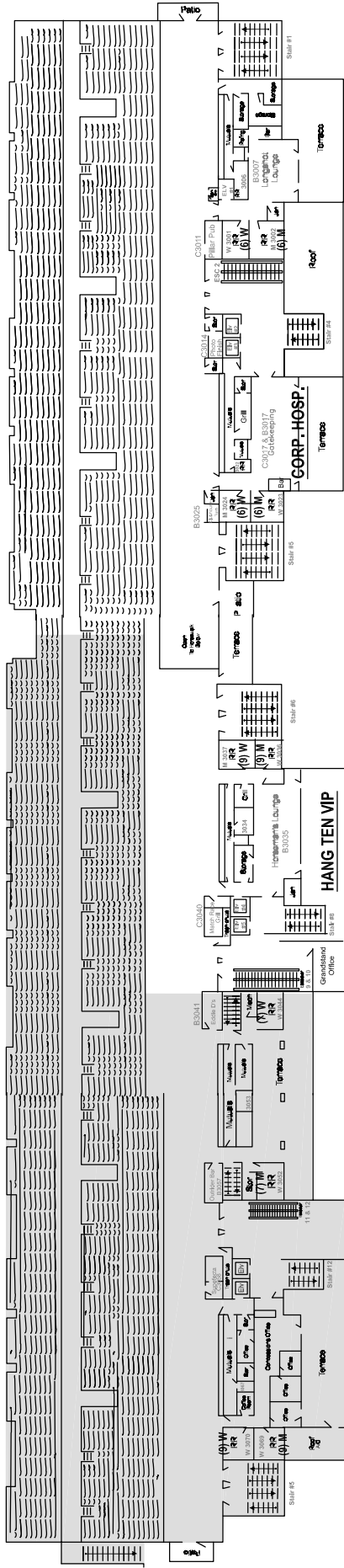
2nd Floor



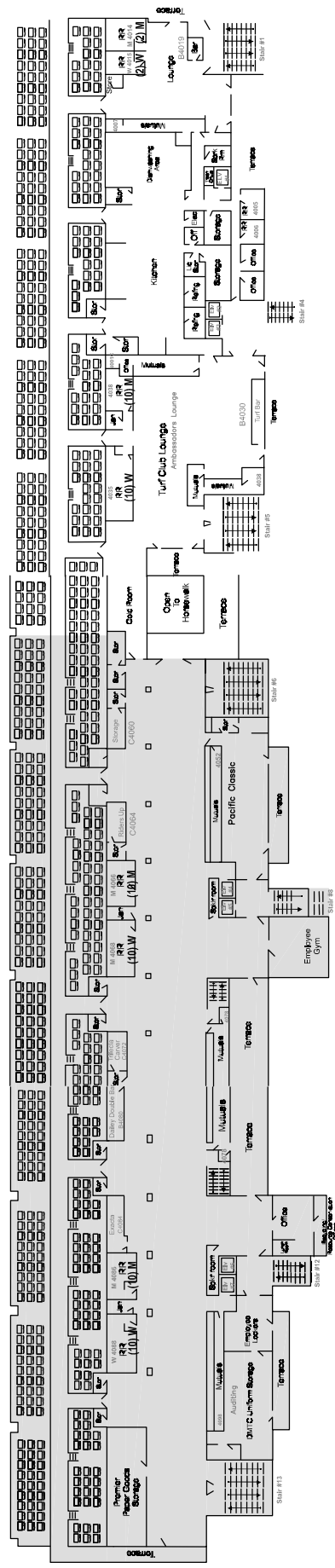
Horsewalk



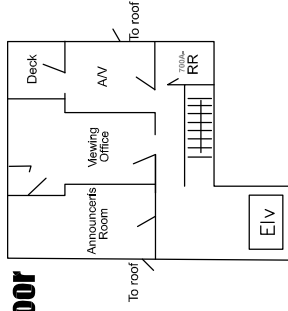
3rd Floor



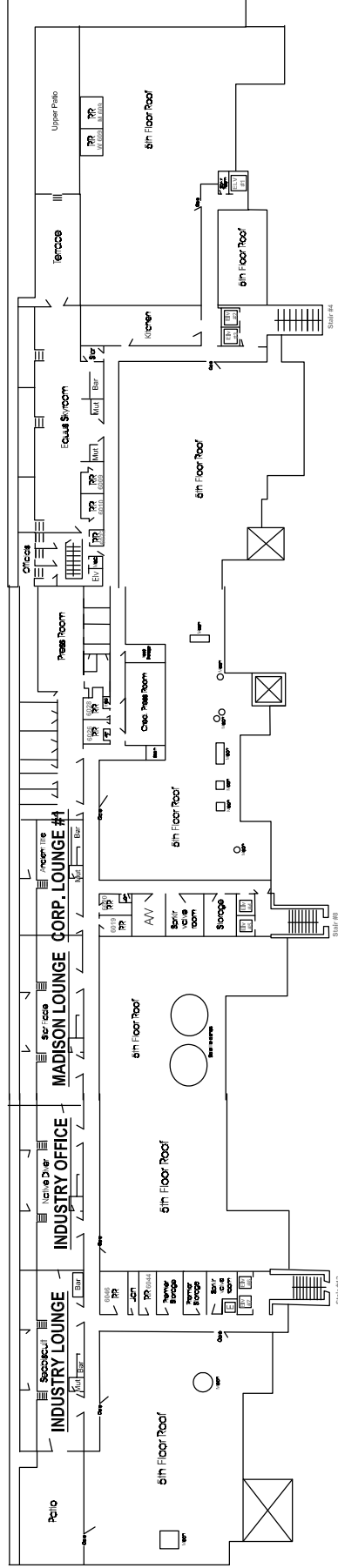
4th Floor

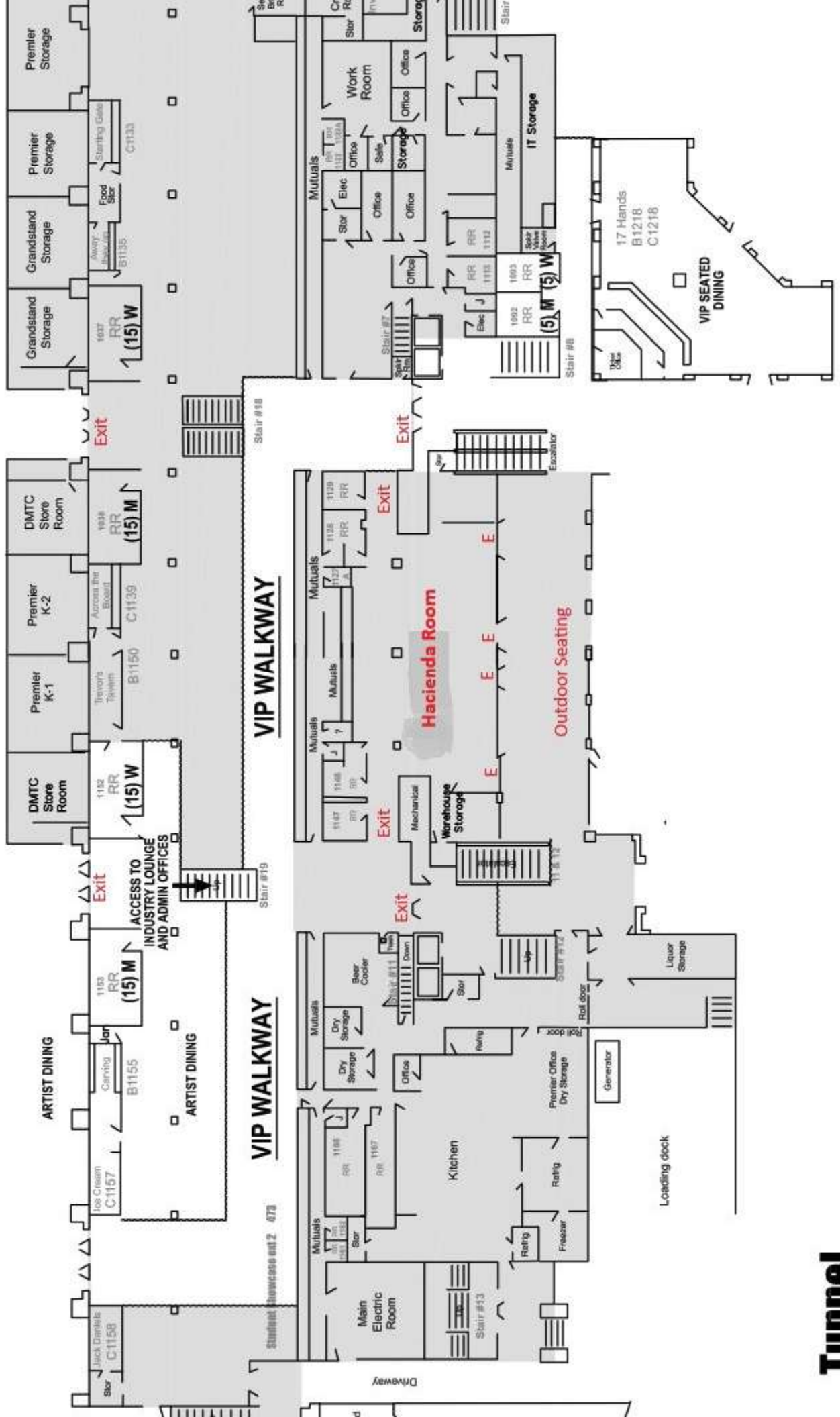


7th Floor



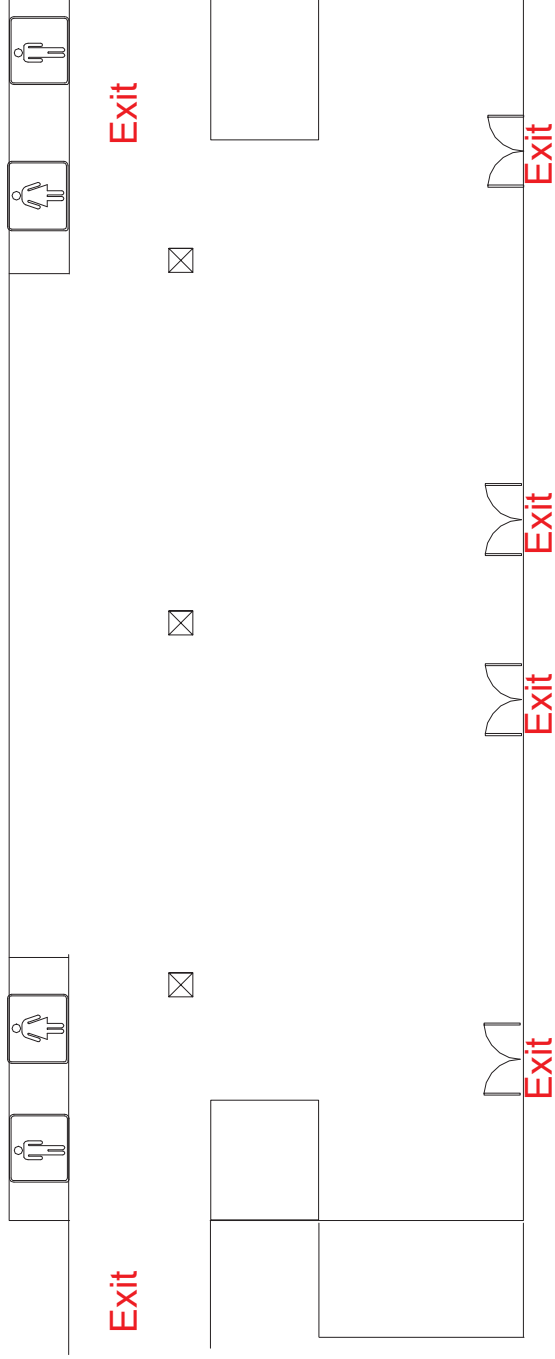
6th Floor





HACIENDA A ROOM

Mutual



- D. The seating capacity in the premium area is: N/A
- E. The number of tables in the premium area is: N/A
- F. Overall square footage in the public general admission area is: 6867 sqft.
- G. Overall square footage in the public premium admission area is: N/A
- H. Overall square footage available for "overflow" attendance: 4320sqft
- I. Describe occupancy restrictions, if any, imposed by the fire authority having jurisdiction. N/A
- J. The total number of parking spaces available in the combined parking areas can accommodate (number of standard sized automobiles): 2500
- K. Describe any other activities to be scheduled on or near the facility premises that may have a negative impact on available parking. The fairgrounds is a multi-use event facility.

10. AGREEMENTS

- A. Fair applicants must attach the resolution of its governing body that determined that the conduct of simulcast wagering at its fair facility best serves the interest of the fair. Please refer to attached resolution
- B. Attach a copy of the agreement between the applicant and the (simulcast) organizations(s) that sets forth therein the duties of the respective parties.
- C. Attach a copy of the written consent of the horsemen's organization(s), if applicable, consenting to the acceptance of wagers at the facility. N/A

NOTICES TO APPLICANT

Notice is given to the applicant that its application, if approved by the Board, authorizes the applicant to offer pari-mutuel wagering at its simulcast facility until notified otherwise.

Notice is also given that retention of and control over all moneys generated from pari-mutuel wagering held or conducted at the facility is the responsibility of the simulcast organization(s) that contract(s) to provide the pari-mutuel equipment and pari-mutuel employees and that such organization(s) is (are) responsible for its proper distribution in accordance with the law and the rules and regulations of the Board.

Notice is also given that CHRB rules 1870 and 1871 require that the Board be given 15 days' notice in writing of any intention to terminate operations, engagements, or services by any licensee, approved concessionaire, or approved service contractor.

RESOLUTION OF THE BOARD OF DIRECTORS OF THE 22ND DISTRICT AGRICULTURAL ASSOCIATION THAT THE CONTINUED OPERATION OF SATELLITE WAGERING ON THE PROPERTY BEST SERVES THE INTERESTS OF THE 22ND DISTRICT AGRICULTURAL ASSOCIATION

WHEREAS, the District is authorized by the California Horse Racing Board to operate on the District's property located at 2260 Jimmy Durante Boulevard, Del Mar, California, 92014 (the "District's Premises") (1) an annual live horse race meet and (2) Satellite Wagering as set forth in Business and Professions Code, Division 8 [Special Business Regulations], Chapter 4 [Horse Racing], Article 9.2 [Satellite Wagering], Sections 19605, et seq.; and

WHEREAS, the District has operated on its property Satellite Wagering since the early 1990s, which operation allows patrons the opportunity to view and wager on horse racing broadcast from around the country; and

WHEREAS, the District operates Satellite Wagering throughout the year, except during the Del Mar Thoroughbred Club's Summer and Fall Race Meets; and

WHEREAS, the District generates approximately \$530,000 in gross revenue and approximately \$425,000 in net revenue through its operation of Satellite Wagering on the property, which revenue strengthens the District's financial position; and

WHEREAS, the District's operation of Satellite Wagering supports the District's statutory purposes of (a) holding fairs, expositions and exhibitions for the purpose of exhibiting all of the industries and industrial enterprises, resources and products of every kind or nature of the state with a view toward improving, exploiting, encouraging, and stimulating them, and (b) constructing, maintaining, and operating recreational and cultural facilities of general public interest; and

WHEREAS, the District's operation of Satellite Wagering increases year-round attendance and engagement at the District.

NOW, THEREFORE, BE IT RESOLVED that the District's operation of the Satellite Wagering facility serves the best interests of the District insofar as that operation provides a tremendous benefit to the District and its patrons.

CERTIFICATION

The undersigned **Chair of the Board of Directors of the District**, or his designee, of the District does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Board of Directors of the District held on December 16, 2025.

Sam Nejabat
Sam Nejabat (Doc 17, 2025 15-0151 FSI)

Sam Nejabat

Chair, Board of Directors of the 22nd District Agricultural Association

Dated: 17/12/2025

11. DECLARATIONS

- A. All labor agreements, concession contracts, service contracts, horsemen's agreements, lease agreements, and agreements with the (simulcast) organization(s) necessary to conduct and operate the simulcast wagering program at the facility have been finalized, except as follows (if there are no exceptions, so state): No Exception
- B. 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) that remain in effect for the entire term of the approval, except as follows (if there are no exceptions, so state): No Exceptions
- C. Absent natural disasters or causes beyond the control of the applicant, its service contractors, concessionaires, or employees engaged at the facility, no reasons are believed to exist that may result in a stoppage to the conduct of pari-mutuel wagering at the facility or the withholding of any vital service to the applicant, except as follows (if there are no exceptions, so state): No Exceptions

12. 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 applicant to attest to this application on its behalf.

Henry Rivera
Print Name

Henry Rivera
Signature

Director of Production and Entertainment
Print Title

01/06/2026
Date

STATE OF CALIFORNIA
CALIFORNIA HORSE RACING BOARD
APPLICATION FOR AUTHORIZATION TO OPERATE A SIMULCAST WAGERING FACILITY
CHRB-25 (Rev. 1/23)

Application is hereby made to the California Horse Racing Board (CHRB) for authorization to operate a simulcast wagering facility in accordance with the California Business and Professions Code (BPC), Chapter 4, Division 8 (Horse Racing Law) and the California Code of Regulations, Title 4, Division 4 (CHRB Rules and Regulations).

1. APPLICANT INFORMATION

- A. Name of applicant association, fair, or tribal facility: Los Angeles County Fair Association
- B. Location of facility (City and County): Pomona, Los Angeles County
- C. Mailing address of association, fair, or tribal facility: 1101 W. McKinley Avenue, Pomona, CA 91768
- D. Telephone number: 909-623-3111
- E. Name and title of the managing officer or tribal council representative of the applicant association, fair, or tribal facility: Walter Marquez, CEO & President
- F. Name of the affiliated (simulcast) organization(s) that will operate the pari-mutuel wagering at the facility: SCOTWINC (Southern California OFF Track Wagering Incorporated)
- G. The regular schedule for operation of the facility will be as follows: Wednesday-Sunday, 9:00 am to 11:00 pm
- H. Inclusive date during which the applicant proposes to operate as a simulcast wagering facility during the current racing year: Wednesday-Sunday, 9:00 am to 11:00 pm

Application must be filed not later than 90 days before the scheduled start date for operation of the proposed facility pursuant to CHRB Rule 2057.

Notice to Applicant: If approved for license, the term of license shall not exceed five years, pursuant to CHRB Rule 2057.

2. OPERATION OF THE SIMULCAST WAGERING FACILITY

A. Inclusive hours and days for operation of the facility: Wednesday-Thursday 9:00 am-5:00pm; Friday-Sunday 9:00 am – 11:00 pm
 Daily Wed - Sun Tues - Sat Other - specify:

B. Inclusive time periods during the calendar year the facility **will not** be utilized as a simulcast wagering facility: Not applicable

Exceptions to the foregoing: Not applicable

C. If approved, wagering will be offered on live race meetings being held or conducted by the following racing associations:

Race Meeting	Breed	Day or Night
Del Mar	Thoroughbred	Night
Los Alamitos	Thoroughbred	Night
San Anita	Thoroughbred	Night

D. Dates during which the applicant will conduct or has conducted live horse racing during the current racing year (if none, so state): None

3. ELIGIBILITY FOR APPROVAL AS A GUEST ASSOCIATION

A. The applicant association is: Racing Association Fair
 Tribal Facility Other Business Entity

Complete the applicable subsection (B, C, or D). Then continue to E.

B. RACING ASSOCIATION - approval pursuant to BPC section 19605.

1. The name under which the association is licensed by the Board: Los Angeles County Fair Association
2. The names and titles of management personnel assigned to the facility:
 Click or tap here to enter text.

C. FAIR

1. Approval is requested pursuant to BPC section 19605.1 OR 19605.2.
2. Correct title of the fair or fair association: Los Angeles County Fair Association

3. **Names and titles of the present fair directors:** Walter Marquez, President & CEO; Steve Birdwell, CFO & VP of Administration; Marcus Jackson, VP of Sales & Marketing; Nena Hernandez, VP of External Affairs;
4. **Names and titles of management personnel assigned to the simulcast wagering facility:** Brandon Zenedjian, Manager

D. TRIBAL FACILITY

1. **Approval is requested pursuant to the Tribal-State Compact signed on:** Not applicable
2. **The name of the tribe under which the Tribal-State Compact was approved:** Not applicable
3. **Names and titles of management personnel assigned to the facility:** Not applicable

E. **If applicable, names and titles of management personnel comprising management company or other entity operating gaming and simulcast wagering at the facility:** Brandon Zenedjian, Manager

F. **Has the management company or other entity been approved by the U.S. Bureau of Indian Affairs?** Yes No **If yes, the date of that approval:** [Click or tap here to enter text.](#)

Notice to Applicant: Changes to management personnel and Simulcast Facility Supervisor(s) must be immediately reported to the Board.

4. CONCESSIONAIRES AND VENDORS

- A. **The concessionaires, vendors, and other entities providing food service, beverage service, racing selection services, janitorial or custodial service, or other service or supplies within the simulcast wagering facility are (specify the name and type of service of supplies):** The Derby Room; Restaurant; Bar
- B. **Other vendors to be permitted to sell products or services outside, but on the premises of, the simulcast wagering facility are:** Not applicable

5. SUPERVISION, SECURITY, AND FIRE PREVENTION

- A. **The names of all persons to be employed as a Simulcast Facility Supervisor at the simulcast wagering facility:** Brandon Zenedjian, Manager

- B. The workers' compensation insurance carrier and the policy number securing the applicant's liability for payment of workers' compensation is (if self-insured, give details): Please see attachment
- C. Attach a copy of the Certificate of Insurance. Please see attachment
- D. Attach a fire clearance from the fire authority having jurisdiction. Baldy Fire & Safety
- E. The name of the person having responsibility for security controls at the facility is: Brandon Zennedjian, Manager
- F. The number of security officers and/or guards to be regularly employed at the facility is: Brandon Zennedjian, Manager and one to two security guards
- G. The police or sheriff's department having jurisdiction for criminal law enforcement over the premises of the facility is: Pomona Police Department
- H. Specify the name, address, and telephone number of the emergency ambulance service the applicant will utilize in event of illness or injury at the facility. Los Angeles County Fire, 590 S. Park Avenue, Pomona, CA 91766, 909-620-2003
- I. Does the applicant propose to have emergency medical care available at the facility:
 Yes No If yes, describe.

6. EQUIPMENT PROVIDED BY THE GUEST ASSOCIATION

- A. Describe the television equipment (simulcast receivers, decoders, controls, monitors, etc.) to be utilized at the facility. Simulcast receivers, controls and monitors (TVS)
- B. Describe the public address equipment (controls, microphones, speakers, etc.) to be utilized at the facility. Controls and speakers
- C. Attach a detailed scale plan of the facility indicating all points of access, emergency exits, and the placement of offices and food and beverage service locations. Please see attachment

7. PARI-MUTUEL EQUIPMENT AND WAGERING SERVICES

- A. Describe the pari-mutuel equipment, odds displays, modems or muxes, and method of data transmission to be utilized (include the number of pari-mutuel terminals to be on-site). Six (6) Money machines; 50 Betting machines; Tote pari-mutuel machines



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/02/2026

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

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

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext): (213) 630-3200 FAX (A/C. No.): (213) 689-4450	
	E-MAIL ADDRESS: 	
INSURED Los Angeles County Fair Association 1101 West McKinley Avenue Pomona CA 91768-1639 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Berkley Regional Insurance Company	NAIC # 29580
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 570117508832 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCA750005423	01/01/2026	01/01/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

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

CERTIFICATE HOLDER California Horse Racing Board (CHRB) 1010 Hurley Way, Suite 300 Sacramento CA 95825 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>
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Holder Identifier : SacramentoCA

Certificate No : 570117508832



000000 03 03 000474 001639 P



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/11/2025

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

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

PRODUCER AP Intego Insurance Group, LLC 1075 Main Street, Suite 220 Waltham, MA 02451	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: support@apintego.com		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A: Employers Preferred Insurance Company		NAIC # 10346
INSURED All Sports Hospitality LLC DBA The Derby Room Pomona 30901 Bloomfest Street Murrieta CA 92563	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

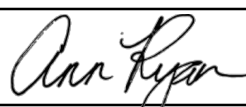
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	EIG523268903	09/23/2025	09/23/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Proof of Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**COUNTY OF LOS ANGELES FIRE DEPARTMENT
FIRE PREVENTION DIVISION**

EAST REGION DIAMOND BAR OFFICE
1061 S. Grand Avenue, Diamond Bar, CA 91765
Office: 909-569-2216 Fax: 909-396-8247

OFFICIAL INSPECTION REPORT

6/23/2025

LOCAL FIRE STATION: **182**

ADDRESS: **2201 N White Ave**

CITY: **Pomona**

ZIP: **91768**

BUSINESS NAME: **The Derby Room**

RESPONSIBLE PARTY: **Amanda McGuvran**

PHONE: **961-348-9034**

EXT.:

FAX:

E-MAIL:

OCCUPANCY CLASS: **B**

SQFT: **12000**

HAZ MAT HANDLER: **NO**

FIRE SPRINKLERS: **y**

SPRINKLER SYSTEM TYPE: **wet**

DENSITY / PSI:

ESFR K-FACTOR:

5-YR DUE: **6/25**

DATE OF INSPECTION: **5/23/2025**

COMPANY EMPLOYEE PRESENT DURING INSPECTION: **Amanda**

THE ITEMS LISTED BELOW ARE VIOLATIONS OF THE LOS ANGELES COUNTY FIRE CODE-TITLE 32, THE LOS ANGELES COUNTY BUILDING CODE-TITLE 24, AND/OR THE CALIFORNIA CODE OF REGULATIONS-TITLE 19. VIOLATIONS MUST BE CORRECTED FORTHWITH. FAILURE TO COMPLY WILL RESULT IN LEGAL ACTION: A CITATION WILL BE ISSUED, COURT APPEARANCE WILL BE REQUIRED, AND A FINE MAY BE LEVIED BY THE COURT.

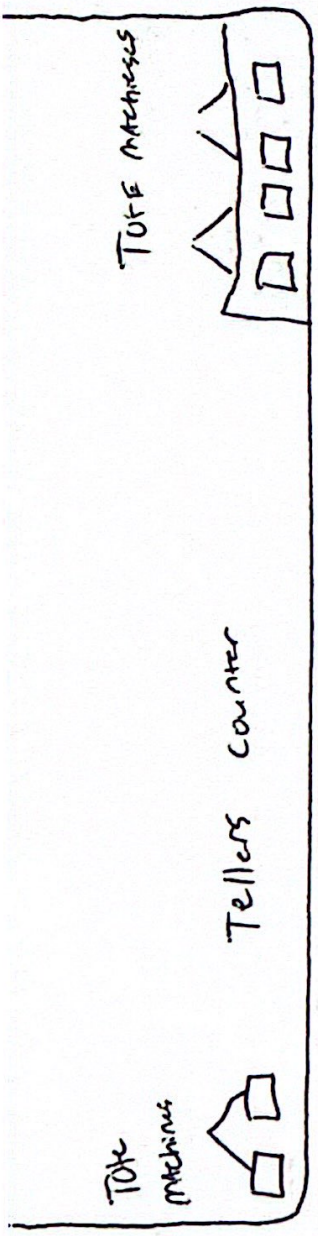
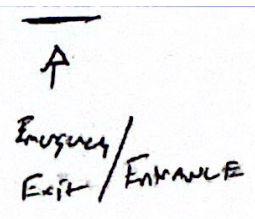
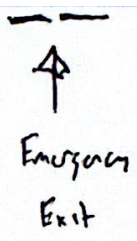
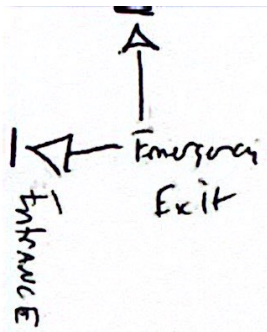
An official inspection has been conducted at your facility.

****NO FIRE CODE VIOLATIONS OBSERVED AT TIME OF INSPECTION****

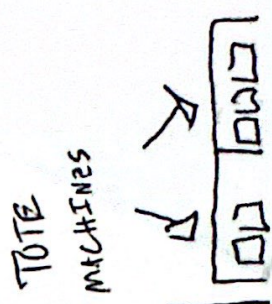
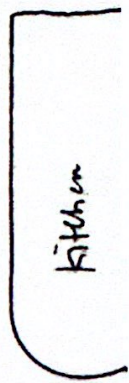
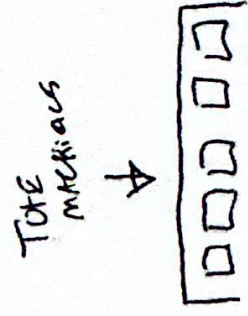
Tracy Sizemore
Inspector Tracy Sizemore

DATE **2/2/2026**

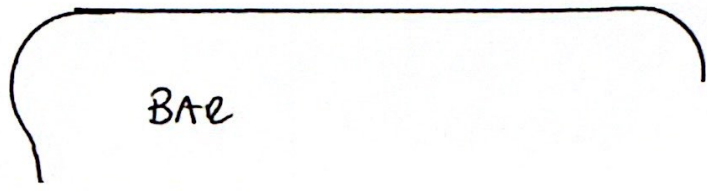
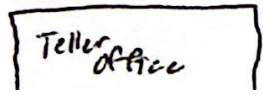
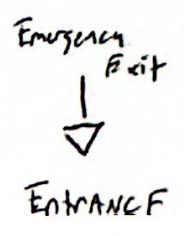
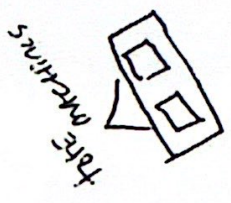
FOR INFORMATION CALL:
(909) 620-2216

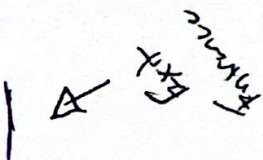
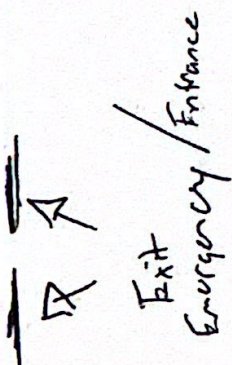


Dining Room Area



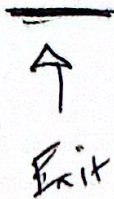
TOTE MACHINES





Auditorium

Seating



TOTE MACHINES



TOTE MACHINES



TOTE MACHINES



TOTE MACHINES



STAGE

TO MAIN DRAYS



TO MAIN DRAYS



- H. Overall square footage available for "overflow" attendance: 5,000 square feet
- I. Describe occupancy restrictions, if any, imposed by the fire authority having jurisdiction. None
- J. The total number of parking spaces available in the combined parking areas can accommodate (number of standard sized automobiles): 396 Parking Spaces
- K. Describe any other activities to be scheduled on or near the facility premises that may have a negative impact on available parking. Sports Games

10. AGREEMENTS

- A. Fair applicants must attach the resolution of its governing body that determined that the conduct of simulcast wagering at its fair facility best serves the interest of the fair. Los Angeles County Fair Association
- B. Attach a copy of the agreement between the applicant and the (simulcast) organizations(s) that sets forth therein the duties of the respective parties. SCOTWINC.
- C. Attach a copy of the written consent of the horsemen's organization(s), if applicable, consenting to the acceptance of wagers at the facility. Not applicable

NOTICES TO APPLICANT

Notice is given to the applicant that its application, if approved by the Board, authorizes the applicant to offer pari-mutuel wagering at its simulcast facility until notified otherwise.

Notice is also given that retention of and control over all moneys generated from pari-mutuel wagering held or conducted at the facility is the responsibility of the simulcast organization(s) that contract(s) to provide the pari-mutuel equipment and pari-mutuel employees and that such organization(s) is (are) responsible for its proper distribution in accordance with the law and the rules and regulations of the Board.

Notice is also given that CHRB rules 1870 and 1871 require that the Board be given 15 days' notice in writing of any intention to terminate operations, engagements, or services by any licensee, approved concessionaire, or approved service contractor.

11. DECLARATIONS

- A. All labor agreements, concession contracts, service contracts, horsemen's agreements, lease agreements, and agreements with the (simulcast) organization(s) necessary to conduct and operate the simulcast wagering program at the facility have been finalized, except as follows (if there are no exceptions, so state): No exceptions

SECURITY AGREEMENT

This AGREEMENT effective July 1, 2021, by and between **TEAMSTERS AUTOMOTIVE, INDUSTRIAL, THEME PARK, SERVICE SECTOR AND ALLIED WORKERS LOCAL 495**, hereinafter referred to as the "Union" and each of the several Employers signatory hereto: **LOS ALAMITOS RACE COURSE, LOS ANGELES COUNTY FAIR, LOS ANGELES TURF CLUB, INC.** hereinafter referred to as the "Employer."

ARTICLE I

WORK COVERED

Section 1. The parties agree that the provisions of this Agreement shall cover only the work and operations necessary to the conduct and operation of racing meets by Los Alamitos Race Course, Los Angeles County Fair Association, Los Angeles Turf Club, Incorporated or at such other place or places at which any such Employer becomes licensed to conduct its race meeting.

Section 2. The Employer agrees that no employee will be laid off as a direct result of the Employer's use, rental, lease or donation of its facilities during non-Pari-Mutuel betting activities.

ARTICLE II

SCOPE OF AGREEMENT UNION MEMBERSHIP - HIRING

Section 1. It shall be a condition of employment that all employees of the Employers covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on or after the thirtieth (30th) calendar day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or before the thirtieth (30th) calendar day following the beginning of such employment become and remain members in good standing in the Union. Union agrees that upon proper application all such employees shall be admitted to membership in the Union on terms not more burdensome than those applicable at such time to other members of the Union.

Section 2. In the event of new hires in these classifications the Employers agree to notify the Union of such requirement and allow forty-eight (48) hours for submission of applicants for such positions. Such applicants shall be given equal consideration with all others and the Employers shall be free to select from all of said applicants without discrimination.

Section 3. From time to time, as needed, but at least thirty-five (35) days before the opening day of any race meeting the Employers shall notify the Union of the number of employees required. Union shall, within fifteen (15) days from the date of such notification, furnish the Employers with its list of competent employees according to the seniority list jointly maintained by the parties to fill such requirements. The Employers may reject any persons on said list providing such rejection is for cause as provided in Section 4 of this Article II, and the Union, in the event of such rejection, shall furnish replacement names from said seniority list. In the event the Union is unable or fails to furnish such employees within the time required the Employers may secure the required employees from any other source.

Section 4. Any employee entitled to employment under the seniority provisions herein shall be employed unless rejected for cause relating to integrity or ability, competency or qualifications to perform the work satisfactorily. If rejected, the Union may protest such rejection by filing a protest with the Employer's Director of Labor Relations not later than fourteen (14) days after such rejection and such protest shall be processed under the terms of ARTICLE IX hereof. The Employer shall not be obligated to consider any protest not filed within the fourteen (14) day period.

Section 5. At any time either party prior or during the race meeting, after the Union receives the proposed seasonal crew size from the Employer, the Union may request additional manning for the regular seasonal crew including the Saturday-Sunday-Holiday extra crews. In the event such a request for additional manning is made by the Union, and the Employer disputes the need for additional manning, then the dispute may be submitted to the arbitration procedure as outlined in Article IX of this Agreement. In the event the dispute is submitted to arbitration, then the provisions of Article IX shall apply in full as to the procedures and any decision made by the Arbitrator. In rendering a decision, the Arbitrator may consider all relevant factors.

Section 6. Regular employees who start a race meeting shall finish that meeting unless offered a promotional transfer by another signatory hereto, to a key position as defined below:

Captain
Lieutenant
Sergeant
Motorcycle Officer

Employees making the above transfers to key positions shall be permitted to return to their initial employment upon completion of the second race meeting. There shall be no lateral transfers from one meeting to another.

Section 7. There shall be established a probationary period of sixty (60) working days or one full race meeting per Employer, excluding the Los Angeles County Fair annual Fair Season. It is further agreed that if the probation requirement is satisfied for one Employer, then the requirement shall be sixty (60) working days for each additional Employer.

Probationary employees shall have no recourse under the grievance and arbitration procedure in case of discharge or rejection.

Section 8. All new employees shall file an application for employment with the Employer prior to making application for membership with the Union.

Section 9. The replacement of absent employees shall be at the discretion of the Employer.

Section 10. UNION DUES CHECK-OFF: The Employer agrees to establish a Union Dues procedure for all current employees who wish to authorize such deductions.

For all new employees following April 27, 2004, the signing of Dues Deduction and Union Membership forms shall be a condition of employment and such forms, as provided by the Union, shall be filled out at the time of employment.

The amount of the dues shall be determined by the Union and shall be deducted from the employee's paycheck on a daily basis and submitted to the Secretary-Treasurer of Teamsters, Local 495 by the 20th of the month.

The Employer will furnish the Union with an alphabetical check-off list in duplicate each month, indicating thereon the amount due for each employee. The Employer shall add to this list, the name and address and social security number of any new employee whose name does not appear on the check-off list and delete the names of employees no longer employed.

The Union and the employees shall forever hold and save the Employer harmless from any action or cause of action resulting from this Section or from the Employer's reliance upon the authenticity or effectiveness of such authorization cards.

ARTICLE III

MANAGEMENT PREROGATIVES

The right to select, hire, promote, demote, transfer within a classification, lay off, discipline or discharge any employee for cause, to determine the number of employees in any classification, to determine the schedules of work, and the management and operation of their business, including the application for racing dates, are Employers' prerogatives, subject, however, to the provisions of this Agreement.

ARTICLE IV

JOB CLASSIFICATIONS AND CONDITIONS

For all employees working under this Agreement the hours, job classification, and rates of pay are set forth in the Exhibits which are attached hereto and made a part hereof.

It is the desire of the Employers to provide good working conditions and good pay to their employees. The Employers agree to conduct their operations so as not to place an undue burden upon any employee. In return, it is the desire of the Union to provide employees of honesty, integrity, ability and competency and who will perform a good day's work for a good day's pay. If the question of the amount of work that an individual employee shall perform arises, any such grievance shall be limited to the question as to whether the amount of work from an employee shall be such as to place undue burden or unreasonable amount of work on, or endanger the health or safety of such employee for the adequate performance of his duties. That question may be subject to the grievance procedure as defined in Article IX.

The Unions agree not to discipline any supervisory employee who must maintain membership in his Union as a condition of employment by reason of the performance by such supervisory employee of the duties required of him by the Employer.

ARTICLE V

DEFINITION OF DAY'S PAY

Any employee scheduled to work and who has not been told of the cancellation of the day's racing program due to a condition beyond the control of the Employer, shall receive the equivalent of two (2) hour's pay if said employee reports to the racing association and is not put to work. Such employees must sign in with their supervisor prior to or at the established report time.

Any employee who begins to perform the duties of the job and who works a minimum of one-half of their scheduled shift shall receive one-half day's pay if the program is canceled due to a condition beyond the control of the Employer.

Any employee working more than one-half of their scheduled shift shall receive a full day's pay if the balance of the program is subsequently canceled for any reason.

Employees reporting late for work or failing to complete their assigned shift for reasons other than illness shall be paid for the actual work time completed.

During the non-racing season, show-up or reporting pay, as provided above, shall apply to all year-round or temporary employees.

ARTICLE VI

PAY PERIODS AND DEDUCTIONS

Section 1. Employees shall be paid weekly, and in no event shall the Employer retain more than one week's pay. No deductions shall be made from the paycheck without the written consent of the employee, except those deductions required by law.

Section 2. Wages earned during the closing week of a race meeting shall be due and payable by the next regularly scheduled pay day and shall be mailed to the employees address of record on file with the employer.

Wages earned for partial weeks shall be mailed to the employee as prescribed above.

ARTICLE VII

RESPONSIBILITY CLAUSE

An employee, except as set forth herein, shall not be held responsible for lost, stolen, or damaged property of the Employers except in the case of proven negligence or willful act on the part of the employee. Those employees handling money, tickets, programs, or any other article held for sale to the public, shall be accountable to the Employer for any loss or shortage thereof, except when such loss or shortage is caused by:

- (a) force or threat of bodily harm,
- (b) acceptance of counterfeit money which is not clearly defective,
- (c) proven theft, or
- (d) catastrophe or other external causes beyond the control of the employee.

In disputes concerning the application of this Article, such disputes may at the request of either party be resolved by arbitration under the provisions of Article IX of this Agreement.

ARTICLE VIII

JURISDICTION

Section 1. The Union agrees that if the work of any employee covered by this Agreement overlaps the jurisdiction of a Union of which he is not a member, such Union shall not require said employee to become a member. Such employee shall be required to become a member of the Union having jurisdiction over the job for which he is employed. The Employers agree that they will request an employee to work out of his Union classification only in case of an emergency. Under no circumstances shall there be any stoppage of work due to disagreement between the various Unions

as to their respective jurisdiction. Any dispute that may develop over jurisdiction shall be settled between the Unions concerned.

Section 2. No regular employee shall be permitted to work for more than one Employer signatory to this Agreement during any one racing day, except by mutual agreement.

ARTICLE IX

GRIEVANCE AND ARBITRATION

Section 1. All grievances or disputes between the Union and the Employer with respect to the interpretation or application of any of the terms of this Agreement shall be adjusted according to the following procedure:

Either party may present its grievance within fourteen (14) days of the occurrence of the grievance or dispute. Any grievance or dispute brought up, either by the Union or the Employer, shall be reduced to writing and referred to the other party which shall immediately attempt to adjust such grievance or dispute, except that any grievance or dispute involving the payment of wages must be presented within three (3) weeks after the close of the race meeting involved, or within four (4) weeks if such dispute arises during the non-racing season. Nothing in this provision shall waive any right of the employee to collect under law, nor shall it waive any statute of limitations.

If a grievance or dispute brought up either by the Union or the Employer is not satisfactorily adjusted by the Business Agent or Special Representative and the Employer or his representative within three (3) days from the date of filing of a grievance or of a dispute, the parties shall, within three (3) days, select an impartial arbitrator and all of the parties hereto agree that the determination of the impartial arbitrator shall be final.

All grievances regarding the terms and conditions of this Agreement must be filed within thirty (30) days following the conclusion of the racing or ITW meeting in order to be deemed valid.

Section 2. Any grievance submitted to the arbitration procedure of this Agreement shall be processed in accordance with the following procedure.

The parties shall, within ten (10) working days, excluding Saturdays, Sundays and holidays, select an impartial arbitrator.

If the parties fail to agree upon a third party, the Union's Secretary-Treasurer, or Special Representative, and the Director of Labor Relations or his designated representative, shall within five (5) working days, excluding Saturdays, Sundays and holidays, strike names from the following list in the following manner. The two representatives shall determine by lot who shall eliminate the first name from the list and thereafter alternatively eliminate until one (1) name remains who shall thereupon be accepted as the arbitrator.

The arbitrators to decide all grievances under this Article shall be:

- | | | |
|----------------------|----------------------|------------------|
| 1. Howard Block | 5. Michael Rappaport | 9. Fred Horowitz |
| 2. Michael Prihar | 6. Paul Rothchild | |
| 3. Geraldine Randall | 7. Louis Zigman | |
| 4. R. Wayne Estes | 8. Douglas Collins | |

Absent mutual written agreement by the parties, the arbitrator may hear only one grievance at a time.

For grievances requiring more than one (1) day of hearing, the arbitrator shall schedule additional dates which with the mutual written agreement of the parties may include any or all of the arbitrator's pre-scheduled dates.

The decision of one of the arbitrators for the term of the agreement must be given precedential stare decisis effect.

If the decision involves a matter in which an employee has lost pay by reason of Employer action, and the decision is in favor of the employee and against the Employer, it shall be within the discretion of the third party to award all, or any part of, or none of the pay so lost to the employee. If the decision involves reinstatement of employment in any manner, it shall take effect immediately.

Neither the parties nor the arbitrator, in determining any grievance or dispute, shall have the authority to modify, vary, change, add to, or remove any of the terms or conditions of this Agreement.

Any employee may present a grievance in writing to the Employer or its representative, and if such grievance be not satisfactorily adjusted within forty-eight (48) hours, such employee may request his Union to proceed with such grievance under the above procedure, including arbitration, but he shall not individually be entitled to demand arbitration thereunder. The Union shall not be required to proceed in any manner with any such employee grievance.

The fee and expense of the impartial arbitrator necessary for the consideration and determination of the grievance or dispute submitted to him shall be borne by and divided equally between the Union and the Employer involved. Either party may request a court reporter and a copy of the transcript shall be made available to the other party only if it agrees to share equally all of the cost of the court reporter's services.

Any resolution of a grievance or award of an impartial arbitrator regarding a grievance or dispute processed under this Article shall be final and binding on the Employer, Union or any involved employee.

A penalty of twenty-five percent (25%) will be added to the arbitrator's award, if such award is not paid within thirty (30) days following receipt.

Section 3. Written warning notices will be removed from the employee's personnel file after two (2) years, if the employee's work record remains free of any additional disciplinary actions.

Section 4. All claims for wage payments must be made in a timely manner in accordance with Section 1 above and all requests for back payments shall be restricted to the beginning of the race meeting during which the claim is filed. Any claim filed at the Los Alamitos Race Course night quarter horse meeting shall not exceed sixty (60) days in back payments.

Section 5. Arbitration of Employment Claims

Excluding any grievable matters under the collective bargaining agreement, all claims arising out of employment, including but not limited to wage and hour claims, which may be asserted by any bargaining unit employee ("Employee") against the Employers or against any Employee by the Employers shall be resolved pursuant to the arbitration procedures as follows:

a) The Employee and the Employers agree to utilize binding individual arbitration as the sole and exclusive means to resolve all disputes that may arise out of or be related in any way to the employee's employment. The Employee and the Employers each specifically waive and

relinquish their respective rights to bring a claim against the other in a court of law and to have a trial by jury. Both the Employee and the Employers agree that any claim, dispute, and/or controversy that employee may have against the Employers (or their Owners, Directors, Officers, Managers, employees, or Agents), or the Employers may have against the employee, shall be submitted to and determined exclusively by binding arbitration, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. sec 1280 et seq., including section 1283.05 and all of the Act's other mandatory and permissive rights to discovery). Included within the scope of this Agreement are all disputes, whether based on tort, negligence, statute (including, but not limited to, any claims of discrimination, harassment and/or retaliation, whether they be based on the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, as amended, or any other state or federal law or regulation), equitable law, or otherwise. The only exceptions to binding arbitration shall be for claims arising under the National Labor Relations Act which are brought before the National Labor Relations Board, claims for medical and disability benefits under the California Workers' Compensation Act, Employment Development Department claims, claims for benefits under any benefit plan or other claims that are not subject to arbitration under current law or claims for violation of this Agreement between the Union and the Employer. Moreover, nothing herein shall prevent the Employee from filing and pursuing proceedings before the California Department of Fair Employment and Housing, or the United States Equal Employment Opportunity Commission (although if employee chooses to pursue a claim following the exhaustion of such administrative remedies, that claim would be subject to the provisions of this Agreement).

b) The Employee and the Employers agree that any claims brought under this binding arbitration Agreement shall be brought in the individual capacity of the Employee or the Employers. This binding arbitration Agreement shall not be construed to allow or permit the consolidation or joinder of claims of other claimants, or permit such claims to proceed as a class or collective action. No arbitrator shall have the authority under this agreement to order any such class or collective action. Any dispute regarding the validity, enforceability, or scope of arbitration under this Article, or concerning the substantive arbitrability of a particular claim brought under this Article, shall be resolved by a court, not by the arbitrator. Through this agreement, the Employee is agreeing to waive any substantive or procedural rights that the Employee may have to bring or participate in an action brought on a class or collective basis. If under applicable law a representative claim under the California Private Attorneys General Act ("PAGA") is found to be unwaivable and such an action is pursued in court, the Employee and the Employer agree that any such PAGA claim will be severed and stayed pending resolution of claims that are arbitrable.

c) In addition to any other requirements imposed by law, the arbitrator selected to hear claims under this Article shall be an arbitrator experienced in employment matters and may be a retired California Superior Court Judge, or an otherwise qualified individual to whom the parties mutually agree. All rules of pleading (including the right of demurrer), all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings, and judgment under Code of Civil Procedure Section 631.8 shall apply and be observed to the extent necessary to comply with the attributes of arbitration which includes lower costs, greater efficiency and speed, and the ability to choose expert adjudicators to resolve specialized disputes. Likewise, all communications during or in connection with the

arbitration proceedings are privileged in accordance with Cal. Civil Code Section 47(b). As reasonably required to allow full use and benefit of this agreement's modifications to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion. Resolution of all disputes shall be based solely upon the law governing the claims and defenses pleaded. Final resolution of any dispute through arbitration may include any individual remedy or individual relief available under applicable state or federal law.

d) If any term or provision or any portion of this Article is deemed invalid or unenforceable, it shall be severed and the remainder of this Section 10 of Article IX and this Agreement shall be enforceable. Under no circumstances shall this Agreement be construed to allow arbitration on a class or collective basis.

e) In the event an employee brings a claim which is arbitrated under this Article all arbitration costs will be paid by the Employer.

For purposes of this Section 10 of Article IX, the term "Employee" includes bargaining unit employees both while they are employed with Employer and after their separation of employment, and this Article shall apply equally to claims brought by bargaining unit members both during and after their employment with Employer.

This Section 10 of Article IX shall be effective for claims arising before or during the life of the this Collective Bargaining Agreement and any extension thereof.

During the life of this Collective Bargaining Agreement and any extension thereof, the Employer may require new bargaining unit members hired after execution of this Agreement to execute individual employment arbitration agreements.

All other terms and provisions of Article IX to remain unchanged.

ARTICLE X

STRIKES AND LOCKOUTS

During the term of this Agreement, neither the Union nor its officers nor their members shall assist or engage or take part in any strike, work stoppage, sit down, or stay in, or in any manner restrict or limit the operation of the Employers; and the Union will order its members to perform their normal services for the Employer when required by the said Employers so to do, and in the event any employee refuses to perform such services, the Union of which he is a member will take such disciplinary action against said member under its Constitution and by-laws as is appropriate. During the term of this Agreement, the Employer shall not cause or permit any lockout of the members of the Union.

The Union under this Agreement will not recognize a picket line unless said picket line is authorized by either Teamsters Joint Council #42, the Los Angeles County Federation of Labor, the San Diego County Federation of Labor or the Orange County Federation of Labor. It will not be a violation of this Agreement for any employee to refuse to cross such picket line.

ARTICLE XI

COVERAGE

This Agreement contains all the covenants, stipulations, and provisions agreed upon by the parties hereto, and no representative of either party has authority to make, and none of the parties shall be bound by, any statement, representation or agreement reached prior to the signing of this Agreement or made during negotiations not set forth herein.

Any further agreements made by the parties shall be reduced to writing and signed by authorized representatives of the parties.

ARTICLE XII

SPECIAL AND PROMOTIONAL EVENTS

Section 1. Shifts with a four (4) hour minimum may be established for the purpose of staffing special or promotional events, or other non-racing related events, which may occur at a racetrack and are not covered by the provisions of Article I of this Agreement.

Section 2. Employees who have completed a regular shift on the day of the Special Event will be permitted to work said event with the understanding that the compensation shall be at the employee's appropriate hourly rate and no other benefits will be accrued. The current practice of payment, if any, shall not be affected by this provision.

Special event shifts shall not count as hours worked when determining daily or weekly overtime in accordance with Exhibit "A" Section 2. of this Agreement.

Section 3. In the event the Union is unable to furnish the number of qualified employees required, then the Employer may secure the necessary employees from any other source. These employees will not be subject to the terms and conditions of the Agreement.

ARTICLE XIII

PAY FOR WORK IN TWO OR MORE CLASSIFICATIONS

Any employee working in two (2) or more classifications shall receive the hourly or daily rate of the highest classification.

ARTICLE XIV

COMPANY RULES

All employees shall comply with all of the rules and regulations of the Employers and shall be subject to disciplinary action including termination of employment for any violation thereof. The Employers' rules and regulations and any changes or additions shall be reduced to writing and submitted to a Joint Labor-Management Committee for approval. All disagreements may be referred to Article IX of this Agreement for resolution.

ARTICLE XV

SENIORITY

Section 1. Establish a seniority number system in accordance with the following conditions effective April 23, 1986:

- (a) Beginning with Number One, employees shall be placed on the seniority list in numerical order. Placement shall be based on the number of years in which the employees worked one hundred or more days in the Industry as a Security Guard.
- (b) Employees who have qualified for vacation pay at the association's previous race meeting will continue to have preference of employment regardless of other employees' seniority numbers except as provided for in Section 5 of this Article.
- (c) Replacements or additions to the Employer's crew requirements shall be in accordance with the seniority number system.
- (d) Each employee, regardless of seniority number, will be required to complete a thirty (30) day probationary period, or one (1) race meeting, whichever is less, if the employee has not worked for the Employer during the three (3) years prior to employment.
- (e) Those employees who have lost their seniority rights in accordance with the terms of Article XV, Section 2 shall not have those rights reinstated under this new form of seniority recognition.
- (f) Selection of personnel assigned to the stable area and off-season assignments shall be at the sole discretion of the Employer. Current employees are deemed to be qualified and future vacancies shall be filled from the association's seasonal work list and if none are qualified then from the Union's membership. It is agreed that the Employer shall establish separate lists of employees qualified, in the opinion of the Employer for this purpose and the selection list shall be by seniority.
- (g) If any dispute arises as to Subsections (a) through (f) that cannot be resolved by the parties it shall be submitted to Article IX of the Agreement.

Section 2. Seniority shall be terminated and all employment rights shall cease for the following reasons:

- (a) Discharge or rejection for cause.
- (b) Voluntary quit.
- (c) Voluntary retirement.
- (d) If the employee has not worked for any racing association signatory hereto for one (1) year unless on a medical or approved written leave of absence.

Section 3. The seniority of full-time employees working on a year-round basis shall be established as follows:

- (a) A Seniority List shall be established, listing each of such year-round employees, and each employee shall be listed for his seniority, based on length of employment at the racing association as a full-time year-round employee. The Seniority List shall be considered separate and apart from the seniority rights under this Agreement.

- (b) On layoffs and recall of full-time year-round employees, the Employer shall lay off and recall employees for full-time year-round work based on seniority, as set forth in such seniority list, provided that said employees are qualified to perform the work required.
- (c) In the event the Employer increases the number of full-time year-round employees, in excess of the number of employees on the Seniority List, then the provisions of Article XV shall apply. The employee(s) shall be selected from the regular crew list for the Employer's race meeting. When qualifications are relatively equal, then seniority shall apply.
- (d) In the event a full-time year-round employee is laid off by the Employer, then such employee may exercise his regular seniority rights under Article XV. Such full-time year-round employees shall have their seniority established and maintained at each race meeting for the purposes of regular meet employment as of the date such employee commenced year-round employment at a signatory racing association as a full-time year-round employee.

Section 4. Captains, Lieutenants and Sergeants shall be selected from the Union membership in the following manner:

- (a) Prior to the start of a race meeting, the Union will submit a promotional list consisting of the names of the employees who wish to be considered for any openings which may occur in the above-listed classifications. Such promotional list shall be posted in the employees sign-in area. To be eligible for consideration for promotion, all employees must meet the following minimum seniority requirements:

Promotion to Sergeant	2 years seniority
Promotion to Lieutenant	3 years seniority
Promotion to Captain	4 years seniority

- (b) A Joint Committee, consisting of an equal number from the Employer and the Union, shall meet for the purpose of evaluating and ranking of the applicants for the purpose of promotion.
- (c) The Employer shall have the exclusive right to select any replacement from the first five employees so ranked by the Committee.
- (d) Any employee who is removed from his classification as a result of this procedure shall be grandfathered at his rate of pay for the life of this Agreement.
- (e) Nothing in this Section will preclude the Employer from removing an employee from these classifications for cause.
- (f) Any Employee promoted to the classifications of Captain, Lieutenant, Sergeant or Fire Chief in accordance with the procedure outlined herein, shall not be laid off from employment as long as work is available in said classification.

Section 5. A regular employee who is laid off from regular or reduced to part-time employment prior to or during the meet due to lack of work, may replace a less senior employee at an operating race meet or track operating as a satellite facility. The employee exercising this right must finish the meeting, unless the Employer and Union agree otherwise.

Section 6. It is agreed that any employee may exercise their track seniority to change their current employment circuit. (i.e.: switch to year round employment at one track in lieu of working a circuit of two or more tracks). This option may be exercised only once during the life of this Agreement.

ARTICLE XVI

UNIFORMS

Rain equipment, windbreakers or other equipment for protection against the weather shall be furnished by the Employers where necessary.

Each employee that is required to wear a uniform as a guard shall be furnished a police-type uniform and the cost of such uniform, including the laundering or cleaning, shall be assumed by the Employer. Proper identification as a Security Officer shall be included as part of the uniform.

Subsequent to the effective date of this Agreement, if the Employer requires current employees to purchase new equipment or uniforms for the purpose of establishing a standard appearance, the Employer will assume such costs. This does not prevent the establishment of a specific equipment or attire for new hires or for replacements.

ARTICLE XVII

ANNIVERSARY AND TERM

Section 1. The term of this Agreement shall commence on the 1st day of July, 2021, and continue through the 30th day of June 2024 or additional periods of one year thereafter unless sixty (60) days prior to the termination date, or the end of any subsequent yearly period, the Employer or the Union which is a party to this Agreement shall give written notice to the other parties to this Agreement of its intention to open said Agreement and to modify, amend, or negotiate changes, or of its intention to terminate this Agreement. If notice is given by any party of its desire to open, modify, amend, or negotiate changes, then the parties receiving such notice may, not later than thirty (30) days after receiving such notice, or at the end of any subsequent yearly period, notify the other parties in writing that it also desires to open, modify, amend, or negotiate changes.

Negotiations resulting from such opening, proposed modification, proposed amendment or proposed changes shall begin no later than twenty (20) days prior to the 1st day of July, 2024, or prior to the end of any subsequent yearly period, and shall continue until agreement is reached, and during said negotiations this Agreement shall remain in full force and effect, except that during such negotiations subsequent to the 1st day of July, 2024, or subsequent to the end of any subsequent yearly period, any party on five (5) days' or more, written notice to the other parties may terminate this Agreement. Regardless of the giving of any such Notice of Intention to Terminate, the parties shall continue to negotiate until an agreement is reached or until the Agreement has been terminated on the date specified in said Notice of Intention to Terminate by giving of a final written notice of termination.

ARTICLE XVIII

NOTICES

Except as otherwise expressly provided in this Agreement, any notices which are required to be served on the Employers or Union under the terms of this Agreement, shall be sufficiently served by mailing same, postage prepaid, certified mail, return receipt requested, or by telegram to the Employers, or to the Union involved.

ARTICLE XIX

GENERAL SAVING CLAUSE

Section 1. It is not the intent of any party hereto to violate any laws, or rules or regulations of any governmental authorities or agencies of proper jurisdiction. The parties hereto agree that in the event any provisions of this Agreement are held unconstitutional or be void as in violation of any such laws, rules, or regulations, nevertheless, the remainder of the Agreement shall remain in full force and effect unless the parts so found to be void are wholly inseparable from the remaining portions of this Agreement.

Section 2. Upon an administrative agency or court determination that a provision of this Agreement is in violation of the law, either party may declare that provision is void and the Employer and the Union shall meet and negotiate new terms and conditions to be substituted for the provisions only that were declared illegal, and in the event the Union and the Employer cannot agree upon new terms and conditions concerning such provisions within sixty (60) days, the dispute shall be referred to the procedures outlined in Article IX. The arbitrator shall have the right to change the terms of the Agreement concerning this type of a dispute.

Any provision of this Agreement which may be unenforceable, unconstitutional or void in being in violation of any law, rule or regulation of any governmental authority or agency of proper jurisdiction, shall become enforceable and valid if, during the life of this Agreement, such provision or provisions like it are held constitutional, or the laws, rules or regulations of any governmental authorities or agencies of proper jurisdiction are changed to permit the enforceability of such provisions.

Section 3. Notwithstanding the provisions of Sections 1 and 2 above, it is agreed that if the National Labor Relations Board asserts jurisdiction over the horse racing industry, the Employer and the Union shall immediately meet and negotiate so that all provisions of the Agreement will be lawful under the provisions of the National Labor Relations Act as interpreted by the National Labor Relations Board and the Federal Courts. If the Union and Employer cannot agree on the provisions to delete, the provisions to modify or the provisions to add to the Agreement to accomplish the objective set forth hereinabove in this Section 3, the dispute shall be referred to one of the arbitrators listed in Article IX for resolution. The arbitrator shall render an award within thirty (30) days after the date the National Labor Relations Board has first asserted jurisdiction. The arbitrator shall have the right to delete, add to or change the terms of the Agreement concerning the dispute only for the purpose of providing that the Agreement shall comply with the National Labor Relations Act as interpreted by the National Labor Relations Board and the Federal Court.

ARTICLE XX

WORKING IN DIFFERENT CLASSIFICATIONS

Section 1. It is recognized that some employees work for the Employers in different classifications and as members of different unions, some of which may not be a party to this Agreement. Such employees, provided that they otherwise qualify for health and welfare coverage on a year-round basis and for pension benefits, shall receive health and welfare coverage and pension benefits under the Health and Welfare Plan and the Pension Plan applicable to the classification and union in which the greatest number of days were worked during the year in question. All days worked for any Employers signatory hereto, regardless of the classifications or the union affiliations involved, shall be counted for pension coverage. It is understood and agreed that no employee shall in any one calendar year be entitled to health and welfare coverage or pension benefits under more than one Health and Welfare Plan or more than one Pension Plan.

Section 2. Time worked at a non-signatory racing association shall not count as time worked for the terms and conditions of this Agreement if it results in duplication of Health & Welfare payments.

ARTICLE XXI

LIFETIME PASSES FOR RETIRED EMPLOYEES

Each employee who retires from active employment at one or more of the Employers signatory hereto, and is receiving pension benefits in accordance with the terms of this Agreement, shall be given a nontransferable lifetime pass which shall be honored by any California race track which is a member of the Federation of California Racing Associations, Inc. Such pass will be good for General Parking and General Admission for the retiree and guest. It is understood that the retiree must apply to the Federation Office for the pass and that such pass shall only be used by the retiree. Guest passes are only valid when accompanied by the retiree for the pass.

ARTICLE XXII

SICK LEAVE

Each regular employee shall be entitled to sick leave at his regular wage, commencing with the first day of employment as follows:

Section 1.

- (a) For those Employers scheduled to conduct a race meeting for no more than forty-nine (49) days - one (1) day of sick leave.
- (b) For those Employers scheduled to conduct a race meeting for a minimum of fifty (50) days, but not to exceed seventy-four (74) days - two days' sick leave.
- (c) For those Employers scheduled to conduct a race meeting for a minimum of seventy-five (75) days, but not to exceed ninety-nine (99) days - 3 days sick leave.
- (d) For those Employers scheduled to conduct a race meeting for a minimum of one hundred (100) days, but not to exceed one hundred twenty-four (124) days - 4 days sick leave.
- (e) For those Employers scheduled to conduct a race meeting for a minimum of one hundred twenty-five (125) days but not to exceed one hundred forty-nine (149) - 5 days sick leave.

For those Employers scheduled to conduct a race meeting for a minimum of one hundred fifty (150) days - 6 days sick leave.

Such sick leave shall be paid only if an employee has a bona fide illness.

Section 2.

For the purpose of this Article, a regular employee shall be defined as an employee who has worked seventy percent (70%) of the individual racing association's actual racing days.

Section 3.

Applications for sick pay shall be filed on a standard form with the operations manager on the day the employee returns to work at the racing association or within seven (7) days following the conclusion of the race meeting if said absence occurred during the last week of the race meeting.

Section 4.

All sick pay applied for shall be paid, by separate check, within fourteen (14) days following the conclusion of the race meeting.

Section 5. Effective April 26, 2000, all unused sick pay shall be compensated for at the rate of fifty-dollars (\$50.00) for each day of unused entitlement and such compensation shall be made within fourteen (14) days following the conclusion of the race meeting.

Section 6.

All employees who are employed on a regular full time basis by the Employers shall receive ten (10) days' sick leave per year. Payment of unused sick pay as outlined in Section 4 of this Article shall be paid at the conclusion of the calendar year.

- (a) Such sick leave pay shall commence on the first (1st) working day lost for each disability.
- (b) Subject to Paragraph (c) below, full pay shall mean one (1) day's pay at the employee's regular straight-time hourly rate, for those days which the employee would have worked had the disability not occurred, calculated at straight time.
- (c) Sick leave pay shall be integrated with State Disability benefits and Worker's Compensation temporary benefits so that the sum of the daily sick leave allowance hereunder and the aforesaid State Disability daily benefits, exclusive of the daily hospital benefits which may be payable to an employee, shall not exceed one-hundred percent (100%) of the employee's regular daily wage at straight time. If the sick leave pay allowable to an employee hereunder when so combined with any such State Disability daily benefits received by the employee exceeds one-hundred percent (100%) of his regular daily rate of straight time, for any one (1) day, then such sick leave pay for that day shall be reduced accordingly to the nearest straight-time hours.
- (d) In order to effectuate the integration with the S.D.I. and Workers' Compensation temporary disability benefits, all sick leave will be broken down from days of sick leave as earned to hours and such leave will be used and retained as hours of sick leave.
- (e) Regular full-time employees shall earn sick pay benefits on the basis of one (1) day's benefit for each twenty-two (22) days worked during an Employer's non-racing season. The total days earned during the racing and non-racing seasons shall not exceed ten (10) days in any calendar year.
- (f) For the purpose of this Section, a regular full-time employee shall be defined as one who works 90% of the scheduled work days at the track.
- (g) Payment of the unused days earned in this Section shall be made at the rate listed in Section 5 and shall be paid by February 1st of each calendar year.

Section 7. All regular employees covered by this Agreement who are employed at the Los Angeles County Fair Association shall be entitled to sick leave pay commencing on the second consecutive work day of illness.

ARTICLE XXIII

BEREAVEMENT LEAVE

All non-probationary employees shall receive up to two (2) days bereavement pay at his/her regular classification daily rate when a death occurs in his/her immediate family, provided that the Employer may request verification of such loss and that the employee was normally scheduled to work each of the two days set forth above. Immediate family as contained herein is defined as spouse, mother, father, grandmother, grandfather, sister, brother, child, mother-in-law, father-in-law or registered domestic partner. Satisfactory proof of death will be required.

ARTICLE XXIV

SIXTH DAY OF RACING IN A WEEK

In the event Hollywood Park Racing Association or Los Angeles Turf Club, Incorporated or Oak Tree Racing Association at any time during the term of this Agreement race six (6) days in a week the Employer and the Union agree to re-open the Contract with such Racing Association for the purpose of negotiating a premium pay for regular employees for a sixth day of work. In the event the Employer and the Union cannot agree upon a premium pay, the dispute shall be referred to arbitration under Article IX of this Agreement.

This Section will not be operative to re-open the Agreement in the event Churchill Downs California Company (thoroughbred racing only), Oak Tree Racing Association or Los Angeles Turf Club, Incorporated, race six (6) days a week during the opening week, during the closing week, on holidays listed in this Agreement, or to make up for lost racing days because of acts of God or power failures.

For any other six (6) day week, employees who do not wish to work six (6) days at straight time shall give the Employer at least fourteen (14) days written notice and such employees shall be scheduled off one (1) week day during the six-day week.

ARTICLE XXV

RACING SCHEDULE REVISION

Should Hollywood Park Racing Association or Hollywood Park Fall Racing Association, Los Angeles Turf Club or Oak Tree Racing Association individually or collectively, change their schedule of racing from the current schedule to one of four days per week, the Employers will agree to meet with the Union to discuss the impact on the employees. It is understood that should the work load or number of live races be reduced as a result of this change, then wage compensation and benefits shall be based on the actual amount of work being performed.

Should the parties fail to reach an agreement, the unresolved issues may be submitted to the arbitration process with the understanding that the total of any award issued by the Arbitrator may not exceed thirty (30) days in wages or benefits.

ARTICLE XXVI

AUTOMATION AND ARBITRATION THEREOF

Section 1. The Employer has the right to introduce labor-saving methods and devices, including automation, in any and all phases of its operation. Before the actual introduction of labor-saving methods, devices or automation, the Employer shall meet with the Union for the purpose of jointly evaluating the effect of such changes in displacing manpower or creating new or different skill requirements.

It is recognized that normal attrition through retirement, death or any other reason, will have the effect of reducing the overall regular crew.

The Employer agrees to utilize any employee displaced as a result of the introduction of labor-saving methods and devices, including automation, at other assignments on the basis of seniority and ability and at the applicable wage rate for such assignments. An employee who has had seven (7) years of regular employment at the track shall not be displaced from employment as a result of the introduction of labor-saving methods and devices, including automation at such track.

If as the result of the introduction of such labor-saving methods, devices or automation the number of employees displaced thereby exceeds those whose employment is terminated through normal attrition, the parties shall meet forthwith to negotiate a supplementary agreement to cover this situation. Such agreement shall be designed to provide for such displaced employees either continued employment, severance pay or any other like solution.

If new or changed skills may be required of employees as a result of the introduction of labor-saving methods and devices, including automation, the Employer shall give to employees covered by the Agreement, based on their seniority, training for the new or changed jobs with the Employer paying the cost of such training and without loss of wages or benefits to such employees.

In the event new categories of work result, the parties agree to negotiate pay scales for these new categories in fair and proper relationship with those now set forth in the Collective Bargaining Agreement with due consideration for the amount of skill and training required to competently fill these new positions.

Any dispute arising out of this Section which cannot be settled by the parties within thirty (30) days after a written complaint or proposal has been made by one party to the other party (this time may be extended by mutual agreement) shall be referred for final and binding decision to the arbitration procedure as outlined in Article IX of this Agreement.

Section 2. The following procedures shall apply to all disputes arising out of Section 1:

Step: (a) The Union shall orally make its complaint or request to the Director of Labor Relations or other designated representative of the track. The Employer shall orally make his complaint or request to a designated representative of the Union.

Step: (b) If the complaint or request is not settled under Step (a) within twenty-four (24) hours, then the complaining party must place its complaint or request in writing, addressed to a designated person of the other party. If the complaining party fails to do this, then the verbal or oral complaint will be considered to have been dismissed without prejudice. If the complaint is placed in writing then the parties shall have forty-eight (48) hours from the date of the writing within which to settle the matter.

Step: (c) If the complaint or request is not settled in Step (b), either party may refer the dispute to the Statewide Manpower Arbitrator who shall within forty-eight (48) hours thereafter observe and hold a hearing concerning the matter complained of. The Arbitrator may render his decision either orally or in writing. If the decision is given in writing it shall be within one (1) day from the time that the Arbitrator observes and hears the complaint. If the decision is given orally he shall later reduce it to writing and submit copies to the parties.

All decisions of the Arbitrators shall be retroactive to the date that the complaint was originally made to the other party.

All costs of arbitration shall be shared half and half by the Union and the particular Employer involved in the case.

All decisions of the Arbitrator shall be final and binding upon the parties.

ARTICLE XXVII

SPLIT WEEK

Should the Employer find it necessary to race a split week, they will agree to meet with the Union to discuss and evaluate any possible problems that may arise.

ARTICLE XXVIII

NON-DISCRIMINATION

Section 1. There shall be no discrimination by the Union or the Employer of any kind against any applicant or employee on account of race, color, religion, sex, age, national origin or Union membership under applicable federal and state law.

Section 2. The Employer and the Union shall make a good faith effort for the Employer to be an equal opportunity employer.

Section 3. To accomplish the objectives set forth in this Article XXVIII, the Employer and the Union agree to the formation of an Equal Employment Opportunity Committee, to consist of three (3) representatives of each party. The committee shall meet within twenty-five (25) days after the execution of this Agreement and at least semi-monthly for the single purpose of insuring compliance with the objectives of this Article XXVIII by the establishment and achievement of hiring goals for new employees. When hiring goals and methods, including training programs, for achieving such goals have been agreed to by the parties, they shall not be changed except by mutual agreement of the Employer and the Union. If the Employer and the Union cannot agree upon such hiring goals, or for methods, including training programs, for achieving goals, such goals and methods, including training programs, shall be submitted to a three (3) man committee consisting of a representative of the Union, counsel for the Federation of California Racing Associations, Inc. and the arbitrator, as specified in Article IX. The committee shall submit recommendations to the Union and the Employer which shall not be binding on either of them. Any recommendations accepted by the Union and the Employer shall be binding on the Union and the Employer and shall not be changed except by mutual agreement of the parties.

ARTICLE XXIX

EMPLOYEE PARKING (NIGHT RACING MEETS)

Those Employers conducting night racing programs will provide adequate, convenient and safe parking for all employees.

ARTICLE XXX

EXAMINATION COSTS

If California State Law requires Guards to complete firearms requalification testing in order to maintain an Exposed Firearms permit, then such testing shall be completed at a facility determined by the Employer. The cost of the requalifying, not to exceed twice per year, shall be assumed by the Employer. If approved range not available, the Employer will pay up to a maximum of \$110.00 per year upon submission of receipts.

The cost of all licenses and permits shall be the responsibility of the employee.

To be eligible for the above payment, the employee must have worked a minimum of seventy-five (75) days in the racing year (December 26 through December 25) immediately prior to the filing of the request for reimbursement. Payment of qualified and approved reimbursements will be made in June and November of each year.

ARTICLE XXXI

MANPOWER ARBITRATION

Section 1 - In those cases where requests for additional manpower are made on the grounds that there exists an undue burden on individual employees, the following procedure shall apply:

Step: (a) The Union shall orally make its complaint or request to the Director of Labor Relations, or his designee.

Step: (b) If the complaint or request is not settled under Step (a) no later than ten (10) days prior to the opening day of the affected racing association, the Union must place its complaint or request in writing, addressed to the Director of Labor Relations, or his designee. If the Union fails to do this, then the verbal or oral complaint will be considered dismissed without prejudice. If the complaint is placed in writing then the parties shall have forty-eight (48) hours from the date of the writing within which to settle the matter.

Step: (c) If the complaint or request is not settled in Step (b) the parties shall select by lot one of the Arbitrators listed in Article IX, if he is unavailable, any arbitrator mutually agreed upon who shall within forty-eight (48) hours thereafter observe and hold a hearing concerning the complaint. The Arbitrator may render his decision either orally or in writing. If the decision is given in writing it shall be within one (1) day from the time that the Arbitrator observes and hears the complaint. If the decision is given orally he shall later reduce it to writing and submit copies to the parties.

In the event the decision of the Arbitrator is rendered after the opening of the meet it shall be retroactive to the date that the complaint was originally made to the other party.

All costs of the arbitration shall be shared equally by the Union and the particular Employer involved. Either party may request a court reporter and a copy of the transcript will be made available to the other party only if it agrees to share equally all of the cost of the court reporter's services.

All decisions of the Arbitrator shall be final and binding upon the parties.

Section 3. The following factors should be considered by the parties or by the Arbitrator in resolving disputes under this Article. These factors are not to operate automatically, nor are they to be considered the exclusive factors to be taken into consideration and weighed in any particular instance, but are stated as general guidelines.

The guidelines include these factors but are not limited to the following:

- Comparative attendance
- Government Edicts
- Rationing of gasoline or public utilities
- Changed methods of operations
- Changed physical facilities

ARTICLE XXXII

SAFETY

Section 1. A Safety Committee, comprised of one (1) bargaining unit member appointed by the Union and one (1) non-bargaining unit member appointed by the Employer shall meet once a month for the purpose of reviewing general safety conditions and making recommendations to the Operations Manager. The time for such meeting will be paid by the Employer and such paid time shall not exceed one-half (1/2) day in any month.

Section 2. The Employer will provide proper personal safety devices for all employees engaged in work where such devices are necessary for the safety of the employees. The Employer will continue its practice and policy of providing a safe place of employment.

ARTICLE XXXIII

COURT APPEARANCE

If an employee is subpoenaed or requested by the Employer to appear in court, the employee shall be paid in accordance with the past practice of the concerned Employer but not less than one-half (1/2) day's pay or the amount of lost wages for each day of court, whichever is greater.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals.

LOS ALAMITOS RACE COURSE

BY _____

DATE _____

LOS ANGELES COUNTY FAIR ASSOCIATION

BY ___Walter M. Marquez_____

DATE ___02/02/2022_____

LOS ANGELES TURF CLUB, INC.

BY _____

DATE _____

UNION:

TEAMSTERS AUTOMOTIVE, INDUSTRIAL, THEME PARK,
SERVICE SECTOR AND ALLIED WORKERS LOCAL UNION NO. 495

BY _____

DATE _____

EXHIBIT "A"

HOURS, RATES OF PAY, JOB CLASSIFICATION AND SPECIAL WORKING CONDITIONS OF SECURITY PERSONNEL

I

Employees of these classifications who are required to furnish their own uniforms will receive \$3.00 per day extra in consideration of such uniforms.

II

Seven (7) hours' work shall constitute a working day. All time worked in excess of eight (8) hours in any one day, or forty (40) hours in any one week, shall be paid for at the rate of time and one-half (1-1/2) however, it is understood that by the allocation of racing dates, it may become necessary to make arrangements for a five (5) day work week, a five (5) day split work week, and/or a six (6) day work week. During any work week in which racing is conducted in a period of six (6) days, the work day shall be seven (7) hours, the work week six (6) days, time and one-half (1-1/2) for all time in excess of seven (7) hours in any one day or in excess of forty-two (42) hours for any one week, with double time to be paid for the seventh (7th) consecutive day of work.

Work performed on the employee's seventh day in the work week shall be paid at the rate of double time.

Employees assigned to the racing facility during racing hours, shall have a seven (7) hour work day. All other assignments shall be eight (8) hours and shall include but not be limited to, stable area, night shift and off-season, and shall be paid straight time for the eighth (8th) hour of work.

All employees who have been regularly employed on an eight (8) hour shift during 1985 and have been paid the overtime rate of time and one-half for the eighth (8th) hour of work will continue to receive the overtime rate as long as they are assigned to such eight (8) hour shifts.

The Employer reserves the right to assign employees to work schedules of five or more days per racing week.

For each full shift of seven (7) hours or more, the Employer will designate two (2) fifteen (15) minute rest periods and one (1) thirty (30) minute paid meal period.

The parties by mutual agreement may establish work weeks consisting of four (4) ten (10) hour work days. Current fringe benefit contributions shall be adjusted accordingly.

Scheduled shifts of ten (10) hours or more shall include an additional fifteen (15) minute rest period.

It is further agreed that employees who are assigned to seven (7) hour shifts on the days indicated below, will receive the applicable overtime payment for all hours worked in excess of seven (7):

Opening Day - Santa Anita Park

**Breeders' Cup -Host Track
California Cup
Handicap Day - Santa Anita Park
Triple Crown Races
Kentucky Derby
Belmont
Preakness
Hollywood Park Gold Cup**

Special event employment shall not count as time worked for the purpose of determining overtime and must be established by mutual agreement of the parties.

Minimum Day: Any employee hired prior to November 1, 1995, and who has completed the established probationary period, shall be assigned a minimum day of seven (7) hours.

The minimum day for employees hired after November 1, 1995 shall be six (6) hours.

The provisions of this new Section shall not modify or alter the terms of Article V - Definition of Day's Pay.

III

WAGE SCHEDULE - SECURITY PERSONNEL

Section 1. - Wage Rates and Classifications

WAGE SCHEDULE A

Los Angeles Turf Club, Churchill Downs California Company
Oak Tree Racing Association and Los Angeles County Fair

Sunday Pay – Grandfathered Employees

CLASSIFICATION	7/1/2021	7/1/2022	7/1/2023
Captain	\$152.47	\$156.47	\$160.47
Lieutenant	\$146.28	\$150.28	\$154.28
Fire Chief	\$145.11	\$149.11	\$153.11
Sergeant	\$140.69	\$144.69	\$148.69
Motorcycle Guard	\$138.84	\$142.84	\$146.84
Uniformed Guard	\$125.43	\$129.43	\$133.43
Fireman	\$125.43	\$129.43	\$133.43
Fire Inspector (Santa Anita only)	\$132.87	\$136.87	\$140.87

WAGE SCHEDULE A - 1

Los Angeles Turf Club, Churchill Downs California Company
Oak Tree Racing Association and Los Angeles County Fair

All others not covered by Schedule C
(Grandfathered after December 25, 1985)

CLASSIFICATION	7/1/2021	7/1/2022	7/1/2023
Captain	\$135.65	\$139.65	\$143.65
Lieutenant	\$130.56	\$134.56	\$138.56
Fire Chief	\$129.29	\$133.29	\$137.29
Sergeant	\$125.47	\$129.47	\$133.47
Motorcycle Guard	\$123.62	\$127.62	\$131.62
Uniformed Guard	\$111.71	\$115.71	\$119.71
Fireman	\$111.71	\$115.71	\$119.71
Fire Inspector (Santa Anita only)	\$118.10	\$122.10	\$126.10

WAGE SCHEDULE B

Los Alamitos Race Course
5 – Day Work Week
(Sunday Pay – Grandfathered Employees)

CLASSIFICATION	7/1/2021	7/1/2022	7/1/2023
Captain	\$149.32	\$153.32	\$157.32
Lieutenant	\$143.43	\$147.43	\$151.43
Fire Chief	\$142.16	\$146.16	\$150.16
Sergeant	\$137.54	\$141.54	\$145.54
Motorcycle Guard	\$135.75	\$139.75	\$143.75
Uniformed Guard	\$120.43	\$124.43	\$128.43
Fireman	\$120.43	\$124.43	\$128.43

WAGE SCHEDULE B- 1
 Los Alamitos Race Course
 4 – Day Work Week
 (Sunday Pay – Grandfathered Employees)

CLASSIFICATION	7/1/2021	7/1/2022	7/1/2023
Captain	\$153.53	\$157.53	\$161.53
Lieutenant	\$147.44	\$151.44	\$155.44
Fire Chief	\$145.92	\$149.92	\$153.92
Sergeant	\$141.35	\$145.35	\$149.35
Motorcycle Guard	\$139.56	\$143.56	\$147.56
Uniformed Guard	\$123.86	\$127.86	\$131.86
Fireman	\$123.86	\$127.86	\$131.86

WAGE SCHEDULE B- 2
 Los Alamitos Race Course
 Pre 12/85 – No Sunday Pay

CLASSIFICATION	7/1/2021	7/1/2022	7/1/2023
Captain	\$132.50	\$136.50	\$140.50
Lieutenant	\$127.41	\$131.41	\$135.41
Fire Chief	\$126.14	\$130.14	\$134.14
Sergeant	\$122.32	\$126.32	\$130.32
Motorcycle Guard	\$120.53	\$124.53	\$128.53
Uniformed Guard	\$106.71	\$110.71	\$114.71
Fireman	\$106.71	\$110.71	\$114.71

WAGE SCHEDULE C
 All Employers
 New Hires after December 25, 1985

CLASSIFICATION	7/1/2021	7/1/2022	7/1/2023
Captain	\$109.01	\$113.01	\$117.01
Lieutenant	\$105.05	\$109.05	\$113.05
Fire Chief	\$104.05	\$108.05	\$112.05
Sergeant	\$102.06	\$106.06	\$110.06
Motorcycle Guard	\$102.06	\$106.06	\$110.06
Uniformed Guard	\$92.38	\$96.38	\$100.38
Fireman	\$92.38	\$96.38	\$100.38
Fire Inspector (Santa Anita only)	\$97.37	\$101.37	\$105.37

Employees employed in accordance with this Schedule C and who work 100, or more, days during the period of December 26, through December 25 shall receive a wage adjustment of \$2.50 per day. Adjustments shall be made effective on the first Monday in February of each calendar year. The maximum level of increases shall not exceed the rates contained in schedules A, A-1, B, B1 or B-2.

WAGE SCHEDULE D
 Los Angeles County Fair and
 Del Mar Thoroughbred Club
 6 Day Work Week
 (Sunday Pay – Grandfathered Employees)

CLASSIFICATION	7/1/2021	7/1/2022	7/1/2023
Captain	\$149.67	\$153.67	\$157.67
Lieutenant	\$143.91	\$147.91	\$151.91
Fire Chief	\$142.48	\$146.48	\$150.48
Sergeant	\$138.16	\$142.16	\$146.16
Motorcycle Guard	\$136.31	\$140.31	\$144.31
Uniformed Guard	\$123.14	\$127.14	\$131.14
Fireman	\$123.14	\$127.14	\$131.14

Section 2. A seven dollar (\$7.00) premium shall be paid for employees who worked the majority of their assigned shift between the hours of 4:00 p.m. and 4:00 a.m.

Those employees, who, on the effective date of this Agreement, are receiving more than the \$7.00 premium, shall continue to receive the higher amount for the duration of this Agreement.

This provision shall exclude those employees of night racing associations or satellite facilities (i.e. Los Alamitos Race Course,) who work during the racing program, live or imported. Stable area and a.m. shift guards are excluded from this provision.

The current night racing premium of \$3.00 per shift that is being paid by the Thoroughbred Associations shall remain in effect. Night racing is defined as a program which begins after 6:00 p.m.

Section 3. The Union shall have the right to allocate a portion of the increase to the basic wage rate to an existing trust fund or fringe benefit upon giving the Employer written notice at least forty-five (45) days prior to the effective date of each increase.

Section 4. The identification officer in the stable area of Churchill Downs California Company and Los Angeles Turf Club, Incorporated shall be a Sergeant.

Section 5. In the event the Employers require an employee to use his own car in the course of his employment, the employee shall receive a mileage allowance of twenty-five cents (\$0.25) per mile for all verified miles traveled in the necessary course of such employment.

Section 6. The Employers shall provide reasonable facilities for communications necessary to guard security work.

IV

HEALTH AND WELFARE

Section 1. Effective October 1, 2020 the Employer shall pay current cost of One Thousand Four Hundred Forty and Seventy Cents (\$1,440.70) including increases to maintain **Teamsters Miscellaneous Security Trust Fund Plan SD-15 Composite Racetrack and Liberty LDP300 DHMO Composite Racetrack** for the purpose of providing hospital, medical, vision, prescription and dental coverage for eligible and employees and their dependents.

Effective July 1, 2021 the Employer shall pay current cost of One Thousand Three Hundred Thirty Five Dollars and Sixty One Cents (\$1,335.61) including increases to maintain **Teamsters Miscellaneous Security Trust Fund Plan SD-15 Composite Racetrack and Liberty LDP300 DHMO Composite Racetrack** for the purpose of providing hospital, medical, vision, prescription and dental coverage for eligible and employees and their dependents.

In addition, the Employers will contribute Two Hundred Thirty-Eight Dollars (\$238.00) on a monthly basis, to the **Teamsters Miscellaneous Security Trust Fund for the Retiree Plan C** benefit.

Effective July 1, 2021 the employee copay will be Fifty-Four Dollars and Eighty-Four Cents (\$54.86) per month per eligible employee.

Section 2. Effective July 1, 2021, the Employers shall contribute Five dollars and Seventy cents (\$5.70) and continue to contribute on a monthly basis to the **Teamsters Death Benefit Trust for Class 3** benefits for the purpose of providing a life insurance benefit for eligible employees.

Section 3. Maintenance of Benefits: Effective October 1, 2020 the Employers will agree to increase the Employer portion of the Health & Welfare premium up to seven percent (7%) per month per eligible employee if needed.

Effective October 1, 2021 the Employers will agree to increase the Employer portion of the Health & Welfare premium up to seven Percent (7%) per month per eligible employee if needed.

Effective October 1, 2022 the Employers will agree to increase the Employer portion of the Health & Welfare premium up to seven Percent (7%) per month per eligible employee if needed.

Effective October 1, 2023 the Employers will agree to increase the Employer portion of the Health & Welfare premium up to seven Percent (7%) per month per eligible employee if needed.

Should the Health & Welfare premium be increased more than seven percent (7%) of the aggregate of the plans in any year the Employer's portion will be capped at seven percent (7%) and the balance will be borne by each eligible employee by pre-taxed payroll deduction.

The Employer shall remit the contributions required by the Trustees to maintain eligible employee's participation in the Health and Welfare, Vision, Hospitalization, Dental, and Prescription Drug Plans during the term of this Agreement.

Should the Trustees require contributions in excess of Seven percent (7%) of the aggregate amount of the plans in any year, the employees shall contribute the excess amount by mandatory pre-taxed payroll deduction. Monies deducted shall be submitted directly to the appropriate Trust by the Employer on behalf of each eligible employee. In the event that such payroll deductions are triggered during the term of this Agreement, their existence does not excuse the Employer from its liability to the various Trust Funds for the full amount of each month's contribution.

Section 4. Damage For Delinquency: All contributions shall be due on the first (1st) day of the calendar month following the payroll month in which the employee worked. Any contributions, which are received by the Trust later than the twentieth (20th) day of the calendar month following the payroll month in which the employee worked, shall be considered delinquent. The parties recognize and acknowledge that the regular and prompt payment of Employer contributions to the Fund is essential to the maintenance of the Fund, and that it would be extremely difficult, if not impracticable, to fix the actual expense and damage to the Fund which would result from the failure of the Employer to pay his contributions in full within the time period provided. Therefore, the amount of the damage to the Fund resulting from any such failure shall be presumed to be the sum of Twenty-Five Dollars (\$25.00), which is an approximation of the cost of processing a delinquency. This amount shall become due and

payable to the Fund by the Employer as liquidated damages and not as a penalty immediately following the date the contributions became delinquent and shall be in addition to the required contribution, and any other charges and interest provided for in any Contribution Agreement.

Section 5. If necessary, the Union may request additional contributions to the health and welfare programs by submitting a written request to the Employers. It is understood that such a request will require that wage rates be reduced by an equal amount.

Section 6. Eligibility: Any employee to be eligible for health and welfare coverage must have worked the minimum of 160 hours during the period of December 26th through December 25th. The benefit year shall be established as February 1 through January 31 for those who are determined to be eligible.

Any employee hired after August 1, 2016 must have worked a minimum of One Thousand Two Hundred (1200) hours in order to be eligible for health and welfare coverage. Eligibility for health and welfare will commence on the first day of the third month following the completion of the initial One Thousand Two Hundred (1200) hours worked.

Effective January 1, 2017, a health and welfare contribution is due on the first of the month following any month in which a current employee has worked or been paid for Eighty-Four (84) hours or more and have not worked the minimum of One Hundred Sixty (160) days during the period of December 26th through December 25th. Eligibility for health and welfare will commence on the first day of the second month following the Eighty-Four (84) hours worked or paid.

Section 7. One-Time Disability - It is agreed that regular employees who fail to qualify for health and welfare benefits because of illness or disability, may request disability coverage for the period of time that they are not eligible if they met the following criteria:

- (a) Must have been eligible for benefits in the year in which the disability occurred.
- (b) Must have been eligible for work in accordance with the seniority provisions of this Agreement.
- (c) Must submit medical verification of their disability no later than February 28 of the year for which the disability coverage request is submitted.

The One-Time Disability benefit shall be utilized once during the employee's total service with the Employers.

Section 8. Local 495 Racetrack Employees Supplemental Welfare Trust.

Effective July 1, 2021, and for the duration of this Agreement the Employers agree to contribute the sum of fourteen dollars and thirty-five cents (\$14.35) per day to the **Local 495 Racetrack Employees Supplemental Welfare Trust.**

The terms and conditions of said Trust are hereby incorporated in this Agreement with the same force and effect as if the same were fully set forth herein at length and the Employers agree to be bound by all of the terms and conditions contained therein.

The Employer shall increase contribution twenty-five cents (\$.25) per shift per year if needed to maintain the Local 495 Racetrack Employees Supplemental Welfare Trust. Said increases to be effective October.

V

RACE TRACK PENSION CLAUSE

Section 1. **Effective June 1, 2021**, the Employer agrees to pay into the Western Conference of Teamsters Pension Trust Fund twenty-six dollars and sixty-cents (\$26.60) per compensable day to a maximum of two hundred sixty days per calendar year.

Section 2. The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to make such payment to the Western Conference of Teamsters Pension Trust Fund.

Section 3. The parties adopt by reference the terms and conditions of the Western Conference of Teamsters Pension Trust Fund.

Section 4. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of days worked for which contributions are due, the prompt and orderly collection of such amounts, and the accurate reporting and recording of such days and such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for, within the time specified, shall be a breach of this Agreement.

Section 5. For probationary employees hired on or after July 1, 2009, the employer shall pay an hourly contribution rate of \$0.10 per hour during the probationary period as defined in Article II Section 7, but in no case for a period longer than 90 calendar days from an employee's initial date of hire (into the bargaining unit). Contributions shall be made on the same basis as set forth above. After the expiration of the probationary period as defined in Article II Section 7, but in no event longer than 90 calendar days from an employee's initial date of hire (into the bargaining unit), the contribution shall be increased to the full contractual rate.

VI

VACATION AND HOLIDAY

Section 1. All employees in these classifications who are year-round employees or who shall work seventy percent (70%) or more of the working days during any race meeting conducted by any one of the Employers hereunder shall be entitled to vacation and holiday pay from such Employer, to be computed and paid as in this section provided. No vacation or holiday pay shall accrue to any employee who does not qualify under this section.

Those employees entitled to vacation and holiday pay hereunder shall be paid as such vacation and holiday pay a sum of money equal in amount to seven percent (7%) of his total gross straight-time pay (excluding any pay for overtime hours worked).

Effective April 10, 1979 those employees who have qualified for vacation pay for twelve (12) years at a race meeting shall be paid vacation pay in the amount of eight percent (8%) of total gross straight-time pay for the thirteenth (13th) year of qualification.

Vacation pay will be computed and paid to the eligible employees within seven (7) working days following the conclusion of the race meetings. All vacation checks shall be mailed to the employee's permanent address on record with the Employer.

All vacation and holiday pay under this section to seasonal employees shall be allocated to unworked days during the meeting and under no circumstances shall be allocated to any period of time subsequent to the meeting.

Each portion of a split racing meet shall be considered a full race meeting under this section.

Employees hired on or after 12/26/85 shall be paid as such Vacation and Holiday pay a sum of money equal in amount to four percent (4%) of his total gross straight-time pay.

Employees hired on or after December 25, 1985 and who have qualified for vacation pay for ten (10) years shall receive five (5%) total gross straight time pay for the eleventh (11th) year of qualification.

For the purpose of this provision, vacation payments for ITW operations shall be based on eligibility established at the live racing meet (i.e. Los Angeles Turf Club ITW based on Los Angeles Turf Club live meeting)

Section 2. Each employee who performs work on the holidays hereinafter listed shall be paid at the rate of time and one-half (1-1/2) of his basic wage rate exclusive of all premiums. For the purpose of this Section, any employee who has worked at least one (1) day, excluding Friday night, Saturday, Sunday and Holidays, unless excused for a bona fide illness, during the consecutive racing days in which the holiday occurred shall be deemed a regular employee. The holidays are:

NEW YEAR'S DAY

MARTIN LUTHER KING, JR'S BIRTHDAY

PRESIDENTS' DAY

MEMORIAL DAY

JULY 4TH

LABOR DAY

COLUMBUS DAY

THANKSGIVING DAY

In the event any of the above-named holidays falls on a Sunday and the next racing day is officially designated as a legal holiday, the employee working on such holiday shall receive the premium pay.

In the event the holiday falls on an employee's regular day off, such employee shall receive one-half (1/2) of his pay for such day even though the employee does not perform work on that day.

Those employees who work on December 25th and have qualified for holiday pay in accordance with the eligibility language above, shall receive holiday pay for such work.

Paid holidays shall not count as time worked for the purpose of determining overtime in accordance with Article II of this Exhibit.

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**LOS ANGELES COUNTY FAIR ASSOCIATION
VENUE MANAGEMENT AGREEMENT**

This Venue Management Agreement (“Agreement”) is made effective as of September 7, 2021, between the Los Angeles County Fair Association, a California corporation (“Association,”) and All Sports Hospitality LLC, DBA the Derby Room Group (“Derby Room”)

Whereas, Association has entered into a specific operating agreement whereby it operates the Los Angeles County Fairgrounds (“Fairplex”), including the Finish Line Grill (“Facility”); and,

Whereas, Derby Room desires to secure from Association the right and privilege of operating the Finish Line Grill within Fairplex, beginning on September 7, 2021 or such later date as agreed to by the parties in writing (the “Start Date”), and subject to the terms and conditions as hereafter set forth.

A. DEFINITIONS

1. “Agreement” shall refer to this Venue Management Agreement.
2. “Agreement Year” shall mean each calendar year commencing on the Start Date through a date that is twelve months from the Start Date, and continuing on the anniversary of such date each year thereafter until the termination or expiration of this Agreement.
3. “Association” shall refer to the Los Angeles County Fair Association a California non-profit mutual benefit corporation or its designated representative.
4. “Branded Products” shall refer to those Food Service items which are advertised, marketed, and sold as part of a franchise agreement or sponsorship agreement with the Association.
5. “Derby Room” shall refer to that party or parties selected by Association to provide the services set forth herein.
6. “Derby Room Employees,” as used in this Agreement, shall refer to any employee, agent, officer, director, volunteer, servant, independent contractor, and/or subcontractor employed by, working for or on behalf of, or under the supervision of Derby Room.
7. “Equipment” shall refer to all Food Service furniture and machinery, (except Small wares and Facility Improvements), used for the receiving, storing, transportation, preparation, merchandising, selling, and accounting of product. Equipment shall not be affixed to the building except by electrical or gas connections. Examples of “Equipment” shall include but not limited to portable items such as grills, carts, trailers, steamers, warmers, cash registers, audio/visual equipment, signage, menu boards, tables, chairs, umbrellas, condiment equipment, refrigerators, freezers, ovens, racks, furniture, computers, etc.

8. Fairplex shall refer to the land and buildings located in Pomona; California operated by Association.
9. "Facility" shall refer to the existing Finish Line Grill and Show Ring as set forth in Exhibit A attached hereto and incorporated herein by reference, and as may be limited by Section B(2) herein.
10. "Facility Improvements" shall refer to all Equipment, fixtures, furnishings, finishes, and construction affixed to the building, by more than an electrical or gas connection. Examples of "Facility Improvements" shall not be limited to include kitchen hoods, counters, walls, floors, doors, light fixtures, cabinets, beverage system lines, audio/visual system lines, utility lines, facades, walk-in cold storage, etc. Facility Improvements will include roof replacement and new kitchen as set forth in Exhibit B attached hereto and incorporated herein by reference and all be completed by the second anniversary of this Agreement.
11. "Food Service" shall refer to all food and beverage sales and operations at Facility whether Alcoholic Beverages, Branded Products, Catering, Concessions, or Restaurant Sales.
12. "Late Fee" is the charge assessed to any payments due Association from Derby Room after the specified date in this Agreement. Late Fees shall be pro-rated daily based on an annual rate of eighteen percent (18%).
13. "Parties" shall refer to the Association and Derby Room collectively.
14. "Product" shall refer to food, alcoholic and non-alcoholic beverage items offered for sale by Derby Room and/ or Subcontractors
15. "Satellite Wagering Facility." A full-service restaurant, entertainment and gaming facility located at Fairplex, currently known as Finish Line Grill.
16. "Subcontractor Employees," as used in this Agreement, shall refer to any employee, agent, officer, director, independent contractor, volunteer, servant, and/or subcontractor employed by, working for or on behalf of, or under the supervision of a subcontractor of Derby Room.
17. "Term" shall have the meaning assigned to such term in Section C (1) of this Agreement.

B. SCOPE OF AGREEMENT

1. Subject to the terms set forth herein, this Agreement is for exclusive right to operate the Facility at Fairplex. Derby Room represents and warrants that it is skilled and experienced in all aspects of the operations of a Satellite Wagering Facility. Association specifically relies upon this representation and warranty in awarding this Agreement. Derby Room's basic obligation is to professionally operate and provide all reasonable, necessary, and customarily provided services at Facility.

Notwithstanding any other provision herein, Derby Room warrants, promises, and agrees to provide a level of product and service which is consistently of good quality, or better, and is otherwise in accordance with mutually agreeable applicable industry standards and practices.

2. Association retains the exclusive right to host horse auctions in the outdoor Show Ring which is adjacent to the Facility building. Association shall attempt advise Derby Room a minimum of ninety days prior to any event. Derby Room shall receive no compensation as a result of the use of said Show Ring however, Derby Room shall provide all Food and Beverage service for said auctions and shall retain all revenues derived from same.
3. All terms and conditions as heretofore set forth shall prevail and be binding upon the parties of this Agreement.

C. TERM OF AGREEMENT

1. Unless earlier terminated in accordance with the provisions of this Agreement, the term of this Agreement shall be for Five (5) years commencing on the Start Date. The parties may extend subject agreement for a period of up to 54 additional months beyond the end of this term by mutual consent. Subject extension (only if mutually agreed) shall be added to the term on or before the end of the forty-eight (48th) month of the current Agreement.

D. FACILITIES

1. In the event that Facility becomes unusable due to construction, damage, or any other reason during the Term of this Agreement, Association shall have no obligation to Derby Room for the time during which such Facilities are unusable. Derby Room may terminate this Agreement should a majority of the Fairplex become unusable for a period in excess of 120 days and Derby Room and Association mutually agree that Derby Room's operations are materially impacted.
2. Derby Room shall be solely responsible for the operational and maintenance of the Facility, and associated landscaping, janitorial, security, and the adjacent parking lot.
3. Association discloses that the Facilities have not undergone inspection by a Certified Access Specialist as referenced in California Civil Code Section 1938 subsection (e) which provides:

"A Certified Access Specialist (CASP) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASP inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASP inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree

on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."

Pursuant to the foregoing Section 1938(e), Derby Room acknowledges and agrees that, if Derby Room wishes to have the Facilities inspected by a CASp: (i) Derby Room must notify Landlord on or before the date when Derby Room executes this Lease Amendment pursuant to the election below; (ii) the inspection will be at Derby Room's sole cost and expense; (iii) the inspection must be scheduled through Landlord and in coordination with the Building's property manager; (iv) any repairs or modifications necessary to correct any violation of construction-related accessibility standards that is noted in the CASp report shall be Derby Room's responsibility; and (v) Derby Room must provide a copy of the CASp report to Landlord on completion. By initialing below, Derby Room represents that:

Derby Room wishes to have a CASp inspection of the Facilities

Initials: _____

Derby Room waives its right to have a CASp inspection of the Facilities

Initials: _____

E. PERSONNEL

1. Derby Room will employ, at its sole expense, all necessary personnel to fulfill its obligations under this Agreement.
2. Derby Room shall be obligated to adhere to the terms of agreement between the Associations and Teamsters Local #495 as it pertains to the requirement to exclusively employ union guards for security during the duration of this Agreement.
3. All Food Service employees are employees of Derby Room and not of Association or the County of Los Angeles. No Derby Room Employee or Subcontractor Employee will, under any circumstances, be deemed an agent, servant, or employee of Association. Derby Room, Derby Room Employees, and Subcontractor Employees shall be independent contractors in the performance of this Agreement.
4. Association may require Derby Room Employees to have in their possession badges, identification cards, or credentials while Derby Room Employees are at Fairplex. Derby Room will keep accurate records of the names, addresses, and other legal identification of its Derby Room Employees who are issued badges, identification cards, or credentials.
5. All Derby Room Employees, Non-Profit Volunteers and/or Subcontractor Employees must pass background checks under "Megan's Law", and any other reasonable background checks that may be required by Association. Derby Room certifies in writing that it has conducted the required screening and will indemnify Association for any negligence arising out of or connected with their obligations pertaining to the

required screening. Derby Room will be solely responsible for all costs and expenses incurred under this Paragraph E (4).

6. Derby Room shall agree to conduct drug testing of employees prior to any such employees commencing work at Fairplex, and shall conduct immediate drug testing of any employee involved in an accident or injury that takes place at Fairplex, Subject to applicable law and Derby Room employment policies, Derby Room will perform a drug test on an employee upon the reasonable request of Association.
7. Derby Room's fulltime management staff will consist of at least an on-site General Manager and/or Assistant General Manager, Executive Chef, Lead Cook and Bar Manager (collectively, "On-Site Management.") On-Site Management shall be on site at all times Facility is open to the public.
8. Derby Room's On-Site Management is subject to approval of Association during the entire Term of this Agreement. Derby Room's On-Site Management will have no responsibilities at other venues without Association's prior written consent. Association has the right, in accordance with applicable law, to require replacement of On-Site Management or any member of On-site Management. If Association reasonably requests a replacement for the On-Site Management or any of the staff, Derby Room will have five (5) days to provide a temporary replacement, subject to Association approval, and thirty (30) days to provide Association with at least three (3) resumes of candidates proposed by Derby Room for a permanent replacement.
9. Derby Room will conduct regular training sessions on a year-round basis for all Derby Room Employees. Derby Room's training will include classes on customer service, diversity and harassment training, cash handling and inventory control, and alcohol awareness. Derby Room will also provide all required skills training to each employee necessary for the position to be filled by each employee including food preparation, quality control, restaurant and VIP service training, sanitation, banquet service, buffet set-up, food merchandising, and alcoholic beverage service. Every year, Derby Room will provide Association with a schedule of proposed training sessions for the following year and an attendance summary for training performed during the prior year. Derby Room will be responsible for training Derby Room employees on key topics requested by Association, customer service, quality control programs, equipment safety, systems, and management policies, as applicable.
10. Derby Room employees shall be at all times neatly and cleanly uniformed in Association-approved uniforms and must meet reasonable Association approved grooming guidelines and appearance standards.
11. Any and all Derby Room employees dispensing alcoholic beverages must be at least twenty-one (21) years of age. Derby Room shall instruct and supervise anyone serving or pouring alcoholic beverages to "card" (i.e., confirm at least 21 years of age) all patron purchasing alcoholic beverages to ensure they meet or exceed the minimum age requirement, and Derby Room shall adhere to the then current best practices for alcohol service that may be established by the California Department of

Alcoholic Beverage Control, or any other applicable governmental agency. The parties acknowledge that any employee violating this provision will be subject to the disciplinary provisions set forth in Section E (13) of this Agreement.

12. Derby Room shall take all commercially reasonable steps to ensure satisfactory labor/management relations, if applicable, and Association shall in no way be affected by strikes, boycotts, picketing, or other labor activities. Derby Room shall comply with all governing union requirements, if applicable, as set forth by Association.
13. Association will provide free parking for Derby Room employees in a location to be designated by Association in its sole discretion.
14. If, at any time, Association determines that any Derby Room employee or Subcontractor employee is in violation of Association policies regarding harassment or discrimination, fails to meet Association's safety and customer service standards, is not legally authorized to work in the United States and/or other governmental jurisdiction, or is incompetent, disorderly, discourteous, or otherwise demonstrates an offensive or objectionable behavior, Association will notify Derby Room in writing. Derby Room will promptly correct the behavior, performance, or condition giving rise to the notification under this Paragraph E (13) to the satisfaction of Association or discharge the Employee. If Derby Room fails to correct the behavior, performance, or condition giving rise to the notification under this Paragraph E (13), Association may demand that Derby Room cease using said Employee at Fairplex and Derby Room will promptly comply with such request, subject to applicable laws. Nothing contained in this Paragraph E (13) shall obligate Association to monitor the behavior of Derby Room employees or Subcontractor Employees.

F. EQUAL OPPORTUNITY

1. On or before the commencement of the term of this Agreement, Derby Room will submit to Association its employee manual, which shall include its written policy on ensuring Equal Employment Opportunity, including Derby Room's Corporate Equal Opportunity and Non-discrimination policies. Any such manuals or amendments thereto shall adhere to all applicable federal and state laws.
2. During the performance of this Agreement, Derby Room shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, and/or marital status. Derby Room shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Derby Room shall comply with all federal and state regulations, acts, laws, rules, and provisions relating to equal and fair employment and all such regulations, acts, laws, rules, and provisions are incorporated into this Agreement by reference, and made a part hereof as if set forth in full.

G. QUALITY OF SERVICES AND PRODUCTS

1. Derby Room will conduct all of its operations in a first-class, professional, business-like, and efficient manner consistent with a premier, professional, Fair, event facility, grandstands, and amphitheater. Association and Derby Room will each conduct and review independent customer exit surveys on a regular and ongoing basis during the Term. Further, Derby Room shall take all necessary corrective action whenever said surveys indicate the need for such action.
2. All suppliers, portions, and brands used by Derby Room in fulfillment of its obligations under this Agreement are subject to Association's prior written consent. Derby Room is prohibited from entering into any "exclusive" or sponsorship agreement with any supplier without the prior written approval of Association, which shall not be unreasonably withheld. Association will retain one-hundred percent (100%) of revenue from Association-initiated sponsorships. Association reserves the right to enter into agreements for preferred and/or exclusive brands to be sold by Derby Room and subcontractors, so long as these products meet with Derby Room's pricing and quality standards. Notwithstanding the foregoing, even if such a brand does not meet Derby Room's pricing standards, Association may still enter into such an agreement, subject to good faith discussions with Derby Room that result in a reasonable solution acceptable to both parties as evidence in a writing signed by both parties. Any consent provided by Association under this Paragraph G (2) shall not constitute an endorsement of the supplier or brand. Derby Room shall be responsible for independently investigating all suppliers and brands it selects. Further and specifically, Derby Room understands and agrees that Association has had, and will continue to have, an exclusive Sponsorship agreement with Coca-Cola (the "Sponsorship Agreement") which covers a broad spectrum of non-alcoholic beverages. Derby Room understands and agrees that it will purchase and sell exclusively and without exception, the product (currently Coca-Cola's portfolio) in the manner prescribed in the Sponsorship Agreement, as such information is provided to Derby Room. Derby Room further understands and agrees that under no circumstance shall Derby Room sell, give away and/or promote any product which is a competitive product to the Coca-Cola brand of products. Finally, Derby Room understands and agrees that it will receive no portion of the sponsorship fees paid by Coca-Cola to Fairplex pursuant to the Sponsorship Agreement. Failure to adhere to the terms detailed in this paragraph can result in the immediate termination of this agreement at the Association's sole discretion.
3. Derby Room will review menus and pricing annually or upon request with Association and obtain approval for any proposed changes (i.e., pricing, portion size, brand, etc.) No less frequently than annually, Derby Room will give Association a survey of prices, portion sizes, and brands offered at other comparable venues in Southern California. Pricing of all food, beverages, and alcohol must be mutually agreed upon between Derby Room and Association.
4. All foods, beverages, confectionery, and/or refreshments, sold or kept for sale, must be of first quality, wholesome, and pure and conforming in all respects to all

applicable federal, state, and municipal food and other laws, ordinances, and regulations. No imitation, adulterated, or misbranded article may be sold or kept for sale. All food and beverage products will be stored, handled, served, and discarded in a sanitary manner. All items intended for consumption shall be discarded immediately upon any expiration date and may not be served and/or sold under any condition.

5. All products and brands kept for sale are subject to inspection and approval by Association. All products and brands reasonably deemed by Association to be unfit by Association will be immediately removed from Fairplex and may not be returned for sale.
6. Derby Room will continuously staff and maintain the section of the receiving area where food and beverages are delivered. Derby Room will be responsible for the return of all pallets, storage containers, grease barrels, beer kegs, linens, and other equipment provided by suppliers and used, directly or indirectly, in the conduct of operating the food service.
7. All disposable products, including, but not limited to, drinking glasses and cups, containers, plates, utensils, napkins, bags, and wrapping must be recyclable to the extent possible and shall comply with local ordinances and regulations.
8. Derby Room will maintain Association-approved Equipment and Facility Improvements to Association's satisfaction and sufficient levels of product, supplies, employee uniforms, and small wares.

H. ALCOHOLIC BEVERAGES

1. Alcoholic Beverages are to be offered for sale by Derby Room only when permitted by applicable state and local laws, and subject to regulations established by California Alcoholic Beverage Control Board and Association. The final decision, as to whether or not alcoholic beverages may be sold at Facility, is in the sole discretion of Association. The decision to serve or refuse service of alcoholic beverages to any individual shall be the sole responsibility of Derby Room.
2. All licenses and permits required for the sale of alcoholic beverages at Facility will be obtained by and held in the name of Derby Room. Derby Room will maintain these permits in full force and effect and neither party shall take any action that might impair the permits. Derby Room shall prepare, file, and process all applications for renewals of the permits.
3. At the termination of this Agreement, Derby Room will surrender all alcoholic beverage licenses for Facility and transfer all alcoholic beverage licenses to Association, its designee, or the party succeeding Derby Room, if allowed by law for a fee not to exceed the amounts paid by Derby Room in order to obtain such license. Such surrender shall be effective immediately upon notice.

4. Derby Room is required to maintain a beer, wine, and spirit license during the term of this Agreement, and all extended terms of this Agreement or it is not permitted to serve alcohol.
5. Derby Room is solely responsible for implementation of Association approved Alcohol Management Guidelines and Policies. See Exhibit C, attached hereto and incorporated herein. This shall include all costs and fees including but not limited to security, I.D. check personnel and equipment, and wristbands when applicable.
6. All alcoholic beverages, including "well" alcohols, shall meet or exceed quality levels normally considered as "standard" brands. Every drink calling for the inclusion of alcohol shall contain a minimum of 7/8 ounce thereof. All alcoholic beverages, except catered alcoholic beverages, shall be sold or dispensed in paper or plastic cups, or as otherwise approved by Association.

I. FINANCIAL CONSIDERATIONS

1. In consideration of the benefits contained herein the parties agree to the following terms:
 - a. Derby Room shall pay to Association monthly space rent in the amount of eight thousand dollars for the first 12 months of this Agreement and then twelve thousand five hundred dollars (\$12,500.00) for the duration of the Agreement. Subject payment is due and payable on the first day of each month during the entire term of this Agreement.
 - b. Association shall retain one hundred percent (100%) of all commissions generated through Advance Deposit Wagering (ADW). Said commissions shall be paid directly from the source to the Association.
 - c. Derby Room shall receive sixty-seven percent of all commissions generated via on-site satellite wagering and Association 33% of all commissions. Association shall pay Derby Room said commissions within Five (5) business days of receipt of funds from the source. (Note; Subject commissions are currently based on three percent (3%) of handle. In the event that said percent of handle is increased, Derby Room shall receive sixty seven percent (67%) of any additional revenues from on-site wagering which result from said increase.)
 - d. Derby Room is responsible to generate one hundred percent (100%) of all Food and Beverage revenues at the Facility and shall be entitled to retain one hundred percent (100%) of said revenues.
 - e. Derby Room shall be permitted to install and operate its own automatic teller machines (ATM's) and shall retain one hundred percent (100%) of commissions earned from said ATM's. Subject ATM's can only be utilized for the purpose of withdrawing cash and under no circumstance shall these machines be utilized for the purpose of placing wagers.

- f. Derby Room shall pay to Association a one-time non-refundable signing bonus in the amount of two hundred and seventy-five thousand dollars (\$275,000.00), due and payable upon final execution of this Agreement.
 - g. The parties understand and agree that this Agreement pertains only (where gambling is concerned) to parimutuel equine wagering. If and when the opportunity arises for additional forms of legally sanctioned gambling activities to take place at the Facility, the parties will use best efforts to create an addendum to this agreement which will be mutually acceptable to the parties. Until and unless said addendum is created and fully executed, no other form of gambling activities will be permitted to take place at the Finish Line.
- 2. Derby Room is solely and exclusively responsible for providing all working capital and inventory necessary to operate the Facility and fulfill all of Derby Room 's contractual obligations to Association.
 - 3. Derby Room is responsible for all capital improvements, replacements and repairs made under this Paragraph I (3) including, but not limited to, the purchase of Equipment and/or the installation of capital improvements and the repair and replacement of existing assets (i.e., roof, audio visual equipment, tables, chairs, kitchen equipment etc.)
 - 4. Derby Room must follow the following guidelines and obligations to construct, install, or otherwise implement facility improvement projects:
 - a. Facility improvement projects and capital purchases will be agreed upon by the contractor and appropriate Association Executive Management designee. All Facility Improvement projects require the advance written consent of Association.
 - b. Facility Improvement must be proposed as a package with a budget, timeline and schematic drawings.
 - c. All change orders must be approved in writing by Association.
 - d. All improvements subject to this Paragraph I (4) must be coordinated with Association's event program to avoid business interruption.
 - e. The retained contractor and/or subcontractor will obtain and pay for all appropriate permits and licenses and will provide proof of insurance and bonding.
 - 5. Subject to the provisions of Paragraph I(6), no later than thirty (30) days following termination of this Agreement, Association may, at Association's sole discretion, demand the removal from Association Facilities of all or part of the articles, materials, Equipment, fixtures, and/or Facility Improvements at Derby Room 's sole cost and expense; provided, however that Association may not require Derby Room

to remove any of the above that are permanently affixed to any real property, structure, or work of improvement. Removal of articles, materials, Equipment, fixtures, and/or Facility Improvements requires that Derby Room restore Association Facilities to a neat and clean, ordinary condition, ordinary wear and tear excepted. In the event that Derby Room receives notice and fails to vacate Association Facilities or leave vacated Facilities in a neat and clean condition, Association is authorized to remove and store such articles, materials, Equipment, fixtures, and/or improvements at Derby Room 's risk and expense for not more than sixty (60) days and Derby Room shall reimburse Association for any expense incurred. After sixty (60) day, Association may dispose of said items as it sees fit.

6. Any physical modifications to any part of Association Facilities for any reason, including, but not limited to, installation of capital investments or improvements, requires the prior written approval by Association.

J. OPERATING REQUIREMENTS

1. Derby Room will perform its contractual obligations under this Agreement in compliance with the most current Association policies, including but not limited to its Employee Manual, rental policies, board policies, etc. Revised versions, if any, will be immediately provided to Derby Room.
2. Association has the exclusive right to resolve any and all questions that may arise regarding the acceptability of services rendered by Derby Room or its subcontractors, Derby Room and subcontractor staffing levels, performance by Derby Room and its employees, agents, contractors, and subcontractors, rates obtained by Derby Room from subcontractors, and fulfillment of Derby Room 's contractual obligations under this Agreement. Association's decision shall be final, conclusive, and binding on all parties.
3. Every six (6) months, Derby Room shall review with Association its written Catering, Concessions, and Marketing program attached hereto as Exhibit D and incorporated herein by reference applicable to the following six (6) months, with specific financial, marketing, and operational goals and specific methods for attaining each goal. The sales program must include, but will not be limited to, menus, training, staffing, equipment maintenance, and capital improvements as well as marketing strategies and action plans.
4. Derby Room shall post prices at each point of sale utilizing professional quality signs, as approved by Association, along with menus indicating the cost of each item as approved by Association. Derby Room shall provide to Association, upon request, pricing menus for all events.
5. Nothing herein contained shall be held to limit or qualify the right of Association to a free and unobstructed use, occupation, and control of Gate 12 and ingress and egress for itself, its Renters, and the public. Nor shall Derby Room have a right to charge Association for such use, occupation, and control.

6. Representatives of Association shall have the right to enter upon, have access to, and utilize all spaces occupied by Derby Room during the time events are in operation, at all times when Derby Room employees are present, and at other times as coordinated between Association and Derby Room so long as Association does not unreasonably interfere with Derby Room 's ability to perform its obligations under this Agreement.
7. Derby Room will comply with Association's approved customer evaluation procedures, including, but not limited to, comment cards, secret shoppers, and focus groups.
8. Neither party shall disclose any material terms of this Agreement to any third party (other than counsel, employees with a need to know, and/or advisors, or investors bound by duty of confidentiality) without the express prior written consent of the other party, unless the disclosure is required by law. Neither party shall communicate with, or make any comment to, or through, any form of media, including without limitation newspaper, television, radio, blogs, online publications, or websites, concerning this Agreement, nor the Parties' communications related thereto. Notwithstanding anything to the contrary that may be set forth above, nothing herein shall be construed to prevent Derby Room from (i) acknowledging the existence of this Agreement, (ii) making reasonable disclosures to its vendors as may be necessary for Derby Room to carry out its Food Service obligations under this Agreement, and (iii) from listing Facility on its list of venues in physical, digital and online formats.
9. Derby Room will be responsible for its own information technology support at Facility.

K. COMPLIANCE WITH LAWS

1. Derby Room will obtain and maintain during the entire period of the contract all federal, state, and local permits and licenses required to fulfill Derby Room 's obligations under this Agreement, including, but not limited to, Alcoholic Beverage Licenses, Satellite Wagering and health permits.
2. Derby Room will comply, and will require its contractors and subcontractors to comply, with all federal, state, and local statutes, laws, ordinances, rules, orders, and regulations governing Derby Room 's business including, but not limited to, recycling laws and requirements, environmental laws, acts, ordinances, and regulations of the City of Pomona.
3. Derby Room will comply, and will require its contractors and subcontractors to comply, with all applicable federal, state, and local laws, ordinances, rules, and regulations including, but not limited to, the Americans with Disabilities Act ("ADA") and all related regulations.
4. Derby Room will collect and promptly disburse all sales and other taxes required by federal, state and local authorities. Derby Room will promptly pay any and all applicable taxes relating to its operation at the Facility, which are the sole and exclusive responsibility of Derby Room.

5. Derby Room will abide by all reasonable rules, regulations, and directives prescribed by Association.
6. Derby Room shall be responsible for obtaining, maintaining, and paying for all operating permits including, but not limited to, alcoholic beverage licenses, satellite wagering, permanent and temporary health permits and any licenses and/or permits pertaining to gaming and/or wagering as required by any agency. Further, Derby Room shall be responsible to pay any costs and/or fines required to mitigate any and all deficiencies.
7. Derby Room shall be responsible for any taxes, including but not limited to sales tax and Possessory Interest Tax, assessed on its operation by any governmental body.
8. Derby Room and subcontractors shall maintain and pay all tax accounts, licenses, seller's permits, and operating permits necessary for the Food Service.
9. Derby Room will provide Association with a copy of all health department inspection reports within 24 hours of Derby Room 's receipt of any health department inspection report. In the event of a food borne illness outbreak, Derby Room shall be responsible for, and shall bear the cost of, crisis management efforts, subject to Derby Room leading such efforts and, if necessary, employing any third-party consultants that it deems necessary, using good faith and in consultation with Association. For the sake of clarity, Derby Room shall not be responsible for paying for any additional crisis management expenses that may be incurred by Association, including, without limitation, for non-food and beverage related issues.

L. RECORD KEEPING AND ACCOUNTABILITY

1. Derby Room will maintain all accounting records for Association in a format approved by Association at Derby Room 's on-site office located on Association property. The accounting records shall be available for audit by Association at any time during the term of this Agreement, and all extended terms, at the on-site Derby Room office. The records required by this Paragraph L (1) must be maintained at Derby Room 's main office for at least five (5) years following the expiration of the Term of this Agreement, or any earlier termination of this Agreement.
2. Derby Room will submit to Association a draft budget of sales and commissions for Derby Room 's operation for each upcoming calendar year by November 1st preceding the start of such calendar year. The budget is subject to Association's approval, which may not be unreasonably withheld, and must be submitted, in an Association-approved format. Review of performance against the budget will be conducted once per quarter
3. Derby Room will be responsible for handling in a timely manner all patron inquiries regarding credit card sale charge backs or discrepancies as well as all customer complaints in regards to service and/or product quality.

4. Derby Room will provide Association with a year-end financial statement from its CFO on an annual basis. If Association is not satisfied with said financial statement, Association may conduct an audit of the books and records required to be made and preserved, including all sales, commissions, and other obligations specified in this Agreement. The auditors will be selected by Association and the cost of the annual audit will be paid by Association. Any audit showing a deficiency in payments by Derby Room for the twelve-month period subject to audit, in excess of one percent (1%) of the amount thereof, the amount owed, and the Late Fees from the date the error took place and the cost of the audit, shall be paid by Derby Room to Association within five (5) calendar days of Derby Room 's receipt of the bill for the audit from Association. Derby Room shall furnish to Association, or its appointed auditors, for inspection upon demand, all records of purchases, inventory, bank deposits, sales receipts, cash register readings and tapes, and a statement of operation and Gross Sales. Derby Room authorizes and releases all vendors associated with products and services for this Agreement to provide Association with all requested invoices and records for said products and services.

M. SANITATION AND EQUIPMENT MAINTENANCE

1. Derby Room will maintain all aspects of the Facility, including, but not limited to, restaurants, catering areas, kitchen, concession stands, bars, buffets, pantries, condiment stands, storage, and prep areas in a clean, sanitary, and orderly fashion and in compliance with all applicable laws, ordinances, rules, and regulations. Derby Room 's obligations under this Paragraph M (1) include, but are not limited to, constant clearing of tables, emptying of trash, cleaning and refilling self-service beverage and condiment stations, and sweeping and/or vacuuming floors in the dining areas. All costs and expenses for Derby Room 's obligations under this Paragraph M (1) will be borne exclusively by Derby Room.
2. Derby Room will be responsible for removal of all trash and garbage from the Facilities.
3. Derby Room is responsible for providing pest control in each assigned area by retention of a pest control service licensed by the State of California and approved by Association.
4. Derby Room shall be solely responsible for all maintenance, safe working condition, necessary upkeep, and minor repair, as a direct operating cost, of all Equipment, Facility Improvements, uniforms, and small wares used in performance of its duties, including rolling stock. It is mutually understood that Association-owned tables and chairs shall be provided to Derby Room at no cost. Use of such items obligates Derby Room to ensure Association-Owned Equipment as set forth in Exhibit E and incorporated herein by reference is maintained in good working condition at all times and that, upon conclusion/termination of this Agreement, the equipment is returned to Association in the same condition as it was issued, less normal wear and tear. Every six (6) months, Derby Room will review maintenance efforts undertaken during the

prior six (6) months and submit a maintenance plan for Association approval for the following six (6) months.

5. Any damage to Facilities on Equipment by Derby Room, its subcontractor, Patrons, Derby Room Employees, or Subcontractor Employees shall be repaired at the sole cost and expense of Derby Room. Derby Room shall either repair any damage within three (3) days or provide a plan for repair to Association within three (3) days, or Association (at its sole discretion) shall make necessary repairs and bill Derby Room for said repairs.
6. Derby Room will keep all Equipment and supplies properly stored and organized in the storage areas designated by Association. Derby Room will not use any area that has not been designated as a storage area by Association for temporary or permanent storage.
7. No Equipment or product shall be removed from Association premises for any purpose without the prior written approval of Association.
8. Wet refuse must be stored in water-tight containers pending removal from Facilities. Grease and waste foods shall be kept in closed metal containers until removed from Facilities. All equipment utilized by Derby Room for refuse and waste removal may be staged only in storage area(s) designated by Association. Derby Room shall be responsible for collection and disposal of all cooking oils and grease trap cleaning.

N. UTILITIES

1. Derby Room shall pay for the usage of HVAC, electricity, gas, sewer and water service at the Facility. Derby Room will utilize prudent energy management.
2. Telephone service will be provided to Derby Room by an Association-approved vendor at Derby Room 's sole and exclusive cost and expense.
3. All repair work; additional wiring, electrical work, water, and/or sewer connections desired by Derby Room shall be installed and connected, upon Association approval, at Derby Room 's sole cost and expense. The repair or replacement of any utility service or lines directly or indirectly arising out of Derby Room 's active or passive negligence or willful misconduct will be borne by Derby Room. Derby Room 's sewer lines shall be maintained by Derby Room to the satisfaction of Association. Derby Room is prohibited from discharging any grease into any of the sewers.
4. Association shall not be liable or responsible for any failure to furnish services, such as electricity, gas, water, or drainage service, which failure is caused or brought about in any manner by strike, act of God, or other work stoppage, federal, state, or local government action, the breakdown or failure of apparatus, Equipment, or machinery employed in its supply of said services, any temporary stoppage for the repair, improvement, or enlargement thereof, or any act or condition beyond its reasonable control. Further, Association shall not be liable or responsible for any consequential

economic or property loss or damage caused or brought about by any such occurrence.

5. Association will not be responsible for loss of or damage to, any of Derby Room's Equipment, supplies, product, small wares, Facility Improvements, or goods stored at Facility. Association will not be responsible for loss of or damage to any of Derby Room 's Equipment, supplies, product, small wares, Facility Improvements, or goods resulting from a power failure, flood, fire, explosion, theft and/or other causes.

O. BONDS, INSURANCE, AND INDEMNIFICATION

1. Derby Room will provide all copies of all performance bonds, and all insurance policies, including additional insured endorsements, prior to the date of this Agreement. All documents required by Section O must be approved by Association. Failure to timely provide any document required by Section O will be considered a material breach of this Agreement.
2. During the entire term of this Agreement, Derby Room will maintain the following insurance coverage[s] in full force and effect. The policy limits specified in this Paragraph O (2) may be increased in Association's sole and exclusive discretion to meet the then current needs of Association, and at the sole cost and expense of Derby Room. Derby Room will secure and maintain at its own expense during entire term and extended term of this Agreement the following:
 - a. A minimum of one million dollars (\$1,000,000) combined single-limit commercial general liability insurance (including bodily injury, personal injury liability, property damage, contractual liability, products liability, and liquor liability) with minimum limits of \$2,000,000 per occurrence, and \$5,000,000 in the aggregate. The policy required by this Subparagraph O (2) (a) must cover Derby Room Employees for claims for personal injury, (including bodily injury and death,) property damage, and liquor liability which may arise from, or in connection with, the performance of Derby Room 's services hereunder or from, or out of, any negligent act or omission of Derby Room Employees. Limit requirements may be met by combining primary and excess/umbrella policies, if necessary. Coverage shall include blanket contractual insurance and such coverage shall make express reference to Derby Room 's indemnity/ hold harmless Paragraph O (9), below. The liability insurance shall include coverage for products, including liquor liability.
 - b. Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (any auto) with limits of not less than \$1,000,000 combined single limit per accident for contracts involving the use of Derby Room 's or its subcontractor's autos, trucks, or other licensed vehicles on Association Facilities or any portion of the fairgrounds.

- c. Blanket Employee Dishonesty with minimum limits of \$100,000 per occurrence. This coverage shall be extended to provide coverage to funds and/or property held by Derby Room on behalf of Association.
 - d. Workers' Compensation Insurance required by applicable law.
 - e. Employer's Liability Insurance with minimum limits of \$5,000,000 per occurrence.
 - f. Personal Property Insurance providing All Risk Coverage on a replacement basis for the appropriate limit to cover all Association's, Derby Room's and/or subcontractor's personal property to include furniture, fixtures, equipment, inventory and any other personal property of Association, Derby Room and/or any subcontractors.
 - g. Umbrella or Excess Liability: Additional \$5,000,000 (five million dollars) coverage is to apply in excess of Comprehensive General, Employer's, Alcoholic Beverage, and Automobile Liability policies.
3. All insurance required by this Section O shall be with companies and on forms acceptable to Association and the California Department of Insurance, and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to Association. All insurance shall be primary and not contributory. All insurance shall be written by companies with a BEST Guide of rating of A VIII or better Certificates of insurance and certified copies of insurance policies, including certified copies of all additional insured endorsements must be furnished to Association, naming the County of Los Angeles, the Los Angeles County Fair Association, the City of Pomona, and their respective agents, directors, officers, deputies, and employees as additional insured and contain a waiver of subrogation. The additional insured requirement does not apply to Workers' Compensation or Blanket Employee Dishonesty. The following statement regarding additional insured must be included on all insurance certificates: "The County of Los Angeles, the Los Angeles County Fair Association, the City of Pomona and their respective agents, directors, officers, deputies, and employees are made additional insured, whether as individuals or in their official capacities, singly and/or collectively, or in any combination whatsoever." Each certificate of insurance must include a statement by the insurance company that it will not cancel or reduce the limits or coverages of said policy or policies without giving thirty (30) days prior written notice to the named certificate holder. Derby Room's and/or its subcontractor's insurance coverage shall be primary and any separate coverage or protection available to Association or any other additional insurance shall be secondary.
4. In addition to the foregoing, Derby Room and its subcontractors shall provide a certified copy of an additional insured endorsement to Association, showing the County of Los Angeles, the Los Angeles County Fair Association, the City of Pomona, and their respective agents, directors, officers, deputies, and employees are

made additional insureds on their respective general liability insurance policy and automobile liability policy.

5. Not later than thirty (30) days prior to the date on which coverage is to be provided hereunder, Derby Room shall furnish to Association the certificate[s] and additional insured endorsement[s] described in Paragraph O (4) above, evidencing the required coverage.
6. In the event Association is required to increase the limits of insurance of any nature whatsoever, or required to furnish other types of insurance than those stipulated above, Derby Room shall provide such insurance in the limits as may be required by Association.
7. Mutual Waiver of Subrogation: Neither Association nor Derby Room shall be liable to the other party hereto or to any insurance company (by way of subrogation or otherwise) insuring the other party hereto for any loss or damage to any building, structure, or other tangible property, or any resulting loss of income, or losses under workers' compensation laws and benefits, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees; provided, however, that this limitation of liability shall only be applicable to the extent of insurance proceeds paid where such loss or damage is covered by insurance benefiting the party suffering such loss or damage.
8. The mutual waiver of subrogation described in Paragraph O (7) above shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in any other related agreement with respect to any claim of Association or Derby Room. Inasmuch as the said limitation of liability will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), Association and Derby Room agree to give to each insurance company which has issued to it, policies of liability insurance, written notice of the terms of said mutual limitation of liability, and to have such insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said limitation of liability.
9. Indemnification/Hold Harmless: To the fullest extent permitted by law, Derby Room shall defend (with counsel reasonably acceptable to Association), indemnify, and hold harmless Association and its agents, officers, directors, and employees from and against any and all claims, causes of action, and suits accruing or resulting from any damage, injury, loss, and expenses, of every kind, nature, and description (including, but not limited to, attorneys' fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to Derby Room 's negligence of willful misconduct in the performance or nonperformance of this Agreement, or any claim arising from the alleged violation of any state or federal accessibility law, statute, or regulation, (including but not limited to, the Americans With Disabilities Act). Provided, however, that in no event shall Derby Room be obligated to defend or indemnify Association with respect to the negligence or willful misconduct of Association, its employees, or agents (excluding Derby Room herein, or any Derby

Room Employees.) In addition, the defense of Association, to the extent required by this Paragraph O (9), shall be at the sole cost and expense of Derby Room.

P. DEFAULT

1. In the event that Derby Room fails to fully and faithfully perform any of the material terms, covenants, and conditions of this Agreement, including, but not limited to, quality of products sold or services provided to customers based on customer surveys or other mutual agreed rating services, or failure to work cooperatively with Association, Association will give Derby Room written notice of such default. In the event the default is not remedied to the satisfaction and approval of Association within thirty (30) days of receipt of the default notice by Derby Room (or within seven (7) days if such default is based upon Derby Room's failure to make a timely payment to Association as required by this Agreement), Derby Room may be declared in default, and any damage to any Association owned equipment and/or fixed property caused by Derby Room's negligence or willful misconduct, and for the avoidance of doubt, not including any damage to such equipment resulting from normal wear and tear), Derby Room may be immediately terminated by Association. In addition, if Derby Room defaults three (3) times within any twelve (12) month period during the Term, Derby Room may be immediately terminated by Association. In the event of termination under this Paragraph P (1), at the direction of Association, Derby Room will immediately vacate Association Facilities and will have no further rights hereunder other than as described herein. Derby Room shall reimburse Association for any costs incurred by Association in restoring Association Facilities to their original condition, ordinary wear and tear excepted, after Derby Room vacates the Facility.
2. Notwithstanding Paragraph P (1), in the event that Derby Room shall fail to correct any actual or potentially hazardous condition, including the maintenance of required insurance, Association shall give written notice of such default. Derby Room will be required to repair the condition to the satisfaction of Association within twenty-four (24) hours of Derby Room's receipt of notice. If Derby Room is unable to repair the condition within twenty-four (24) hours, Derby Room shall give written notice to Association, and Derby Room will be required to repair or remedy the condition to the satisfaction of Association within three (3) business days; provided, however, that Derby Room will be required, within twenty-four (24) hours of its receipt of Association's first notice to take all steps necessary to insure that the identified condition will not pose any actual or potential hazard to persons or property. In the event such default is not remedied to the satisfaction and approval of Association within three (3) business days of receipt of such notice by Derby Room, Derby Room may be declared in default, and all of its rights under this Agreement shall terminate; provided, however, if the condition is of such a nature that it cannot reasonably be cured within such three (3) day period despite Derby Room's diligent and good faith efforts to cure, then such longer period of time shall be afforded, up to a maximum of an additional ninety (90) days, so long as Derby Room continues to diligently and in good faith pursue a cure and Association would not suffer irreparable harm by the extension of the initial three (3) day period.

3. In the event a decree or order by a court having jurisdiction shall be issued (a) adjudging Derby Room bankrupt or insolvent; or (b) approving as properly filed a petition seeking reorganization of Derby Room under any section of the national Bankruptcy Act, as amended, or (c) ordering or approving the winding up or liquidation of Derby Room 's affairs; or (d) appointing a receiver or a liquidator or a trustee in bankruptcy or insolvency proceedings against it, or shall file a petition or seek reorganization under any state insolvency law, or shall admit in writing its inability to pay its debts generally as they become due, or take any action in furtherance of any of the aforesaid purposes, or shall abandon this Agreement, then Association may terminate this Agreement and assume all Finish Line operations. For the purpose of this Paragraph P (3), in the event a petition in involuntary bankruptcy is filed against Derby Room, Derby Room will have sixty (60) days to have the involuntary bankruptcy proceeding dismissed before Association may exercise its right to terminate this Agreement. In the event of termination under this Paragraph P (3), Derby Room will be liable, without limitation, for all payments required to be made to Association up to, and including, said date of termination.
4. If Derby Room fails to obtain or maintain the necessary licenses and permits, including all Alcoholic Beverage Licenses, Satellite Wagering, Health Permits and licenses and/or permits required to legally conduct wagering activities, Association may declare Derby Room in default and, after written notice and ten (10) days to cure, if not so cured, terminate Derby Room's rights hereunder

Q. GENERAL PROVISIONS

1. Amendment or Modification of Agreement. No agreement to modify, amend, change, or alter this Agreement shall be binding on the parties unless the same is reduced to writing in its entirety and executed by the parties.
2. Failure to Insist on Strict Compliance. Failure of either party to insist on strict compliance with any terms, covenants, or conditions in this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times. No warranties, express or implied, as to the existing condition of the Facilities have been made to Derby Room.
3. Prohibition of Liens. Derby Room shall use reasonable commercial efforts not to suffer or permit to be placed against Association Facilities, or any part thereof, any mechanic's, material men's, contractor's, or subcontractor's liens arising from any claim for damages growing out of the work of construction, repair, restoration, replacement, or Facility Improvements on Association Facilities or any other claim or demand arising out of, or in any way related, directly or indirectly, to work performed by or on behalf of Derby Room , but Derby Room shall pay, cause to be paid, or bond against, all of said liens, claims, or demands before any action is brought to enforce the same against Association Facilities; and Derby Room shall indemnify and hold Association and said Association Facilities free and harmless from all liability for any

and all liens, claims, and demands, together with all attorneys' fees, costs, and expenses in connection therewith. The provisions of this Paragraph Q (3) shall survive a termination of this Agreement.

4. Notices. Any and all notices given under this Agreement or otherwise may be served by enclosing the notice in a sealed envelope addressed to the other party as required by this Paragraph Q (4), and sent by certified or registered mail with postage prepaid and return receipt requested, or by personal delivery. Notice shall be deemed given on the day of personal delivery, or five (5) days after mailing. The address of any party for notice may be changed by giving notice to the other party at any time, in writing, as set out above. Notice shall be given as follows:

To Association:

Los Angeles County Fair Association
1101 W. McKinley Ave.
Pomona, CA 91768

To Derby Room:


All Sports Hospitality LLC
DBA: Derby Room
40375 Odessa Dr.
Temecula, CA 92591

5. Successors. Each and all of the terms and conditions in this Agreement shall be binding upon and shall inure to the benefit of the successors in the interest of Association and, subject to the provisions of Paragraph Q (6) prohibiting assignment without the prior written consent of Association, any successors in interest of Derby Room.
6. Prohibition Against Assignment. The rights and privileges granted by this Agreement may not be assigned or transferred in any manner whatsoever by Derby Room without the prior written approval of Association, which Association will not unreasonably withhold. For the purpose of this Paragraph Q (6), an assignment or transfer includes the sale of all, or a majority of all, the legal and/or equitable interest in Derby Room. In the event of a sale or transfer of ownership that is approved by Association, Association reserves the right to negotiate all terms and conditions relevant to this Agreement, including termination of this Agreement.
7. Time is of the Essence. Time is of the essence in the performance of this Agreement.
8. Independent Contractor. Derby Room is not an employee or agent of Association or of the County of Los Angeles by reason of this Agreement or otherwise. Derby Room is an independent contractor, and as between Association and Derby Room, Derby Room shall be solely responsible for its acts or omissions arising from, or relating to this Agreement.

9. Applicable Law. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California and shall be deemed to have been made, and shall be performed, in the State of California.
10. Entire Agreement. This Agreement, together with all Exhibits attached hereto, constitutes the entire Agreement between the parties. No promise, representation, warranty, or covenant not included in this Agreement has been, or is relied on, by either party.
11. Headings. Any headings in this Agreement are inserted only as a matter of convenience and reference and do not define or limit the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provision hereof or the interpretation or construction thereof.
12. Severability. If any covenant, term, condition or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law
13. Disputes. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by final and binding arbitration administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules and Mediation Procedures (“Commercial Rules”). The arbitration shall be conducted in Los Angeles County, California. There shall be one arbitrator, mutually agreed to by the Parties, who shall be an expert in the commercial food and beverage services industry, within twenty (20) days of receipt by respondent of the request for arbitration or in default thereof appointed by the AAA in accordance with its Commercial Rules. If more than one arbitration is commenced under this Agreement and any Party contends that two or more arbitrations are substantially related and that the issues should be heard in one proceeding, the arbitrator selected in the first-filed proceeding shall determine whether, in the interests of justice and efficiency, the proceedings should be consolidated before that arbitrator. Except as may be required by law, neither a Party nor the arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of both parties, unless to protect or pursue a legal right.).
14. Arbitration Expenses and Attorneys’ Fees. If either party fails to faithfully perform each and all covenants obligated under this Agreement, said party agrees to pay and discharge all cost, reasonable attorney’s fees, and expense arising from the necessity of enforcing the provisions of this Agreement, subject to Paragraph Q (13).

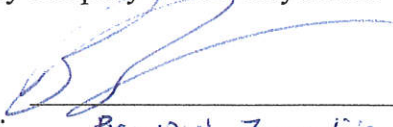
Dated: 9/7/21

Los Angeles County Fair Association

By: 
 Name: Walter Marquez
 Title: Indusin CEO

Dated: 9/3/21

All Sports Hospitality, LLC, a California limited liability company d/b/a Derby Room

By: 
Name: BRANDIN Zenedjian
Title: managing partner

EXHIBITS

- A. Facilities
- B. Facility Improvements
- C. Alcohol Policies
- D. Catering, Concession and Marketing Program
- E. Association Owned Equipment

EXHIBIT A

Facilities

Finish Line Sports Grill

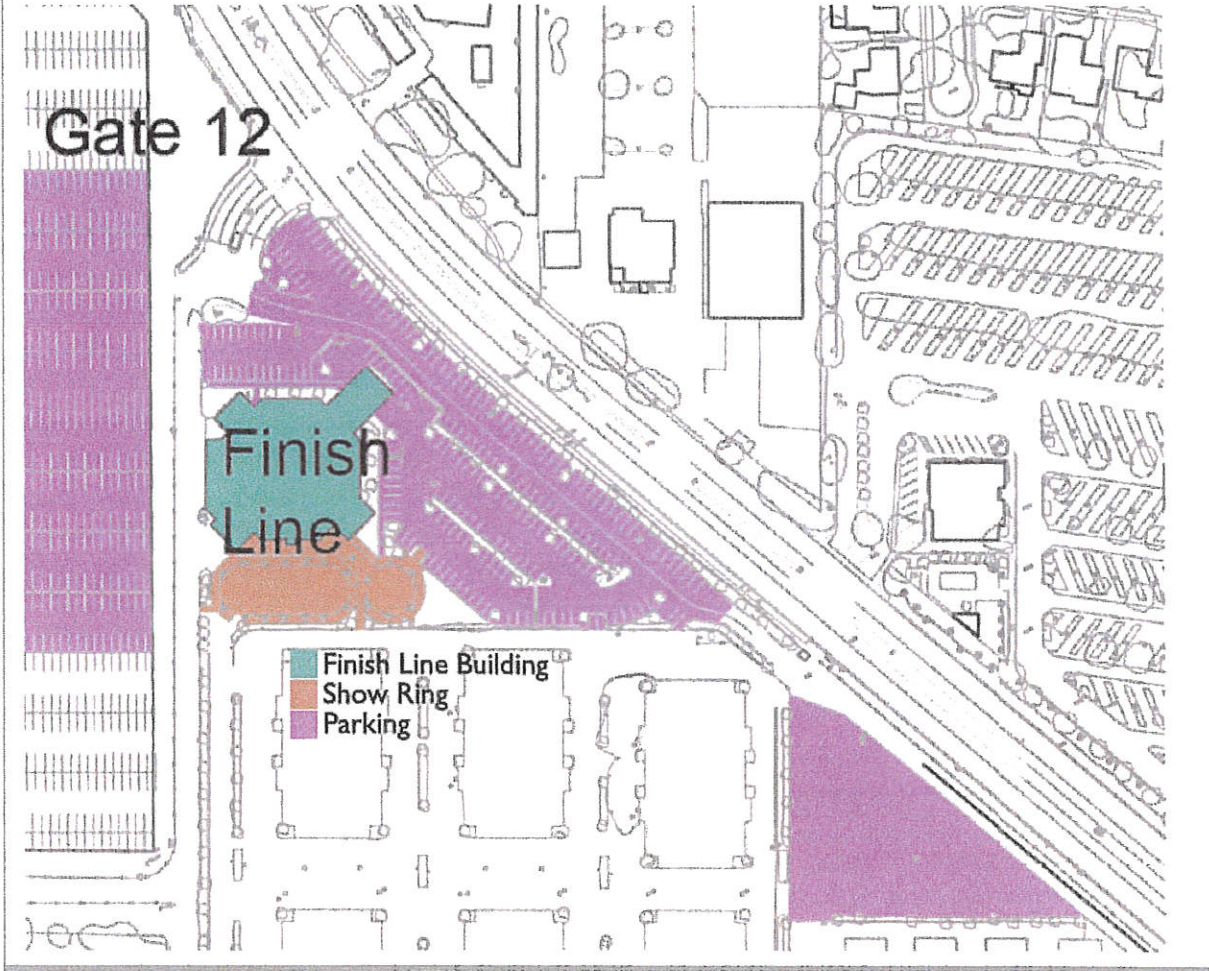


EXHIBIT B

Facility Improvements

EXTERIOR IMPROVEMENTS:

1. PARKING LOT

- A. Clean, Sweep and Blow Entire Parking Lot**
- B. Seal all Cracks at Existing Parking Lot**
- C. Fresh Slurry Coat on Parking Lot**
- D. Re-Stripe Parking Lot with all Appropriate Parking Spaces and Handicap Parking**

2. BUILDING STRUCTURE/LANDSCAPING

- A. Stucco Work- Patch, Seal and Fill all Cracks and Stucco**
- B. Prep, Prime and Paint Exterior Building**
- C. Roof Replacement in its Entirety/ Replace Existing Roof**
- D. Cut and Trim all Overgrown Grass, Brush and Hedges that Surround Property**
- E. Make Improvements to Enhance the Interior and Exterior Snack Bar Area**

INTERIOR IMPROVEMENTS:

1. BUILDING INTERIOR

- A. Repair and or Replace any T.V's that are non- working**
- B. Clean and Repair any Carpet that needs Attention**
- C. Overhaul of Existing kitchen to Fit Specs and Needs of "The Derby Room" Menu**
- D. Complete Cleaning and Steam Clean of all Kitchen floors and Equipment**
- E. Repair and or Replace any Drywall damage caused by leaking Roof**
- F. Bar Countertop to be Replaced with Granite**
- G. Steam Clean and Prep Restrooms for Opening**

EXHIBIT C

Alcohol Policies

The sales and service of alcoholic beverages carries with it the responsibility, on the part of the Derby Room's employees and managers, to ensure strict compliance with existing state laws. The Derby Room should be dedicated to meeting this goal through server education, public messages, networking with local law enforcement, and self-monitoring of employee actions.

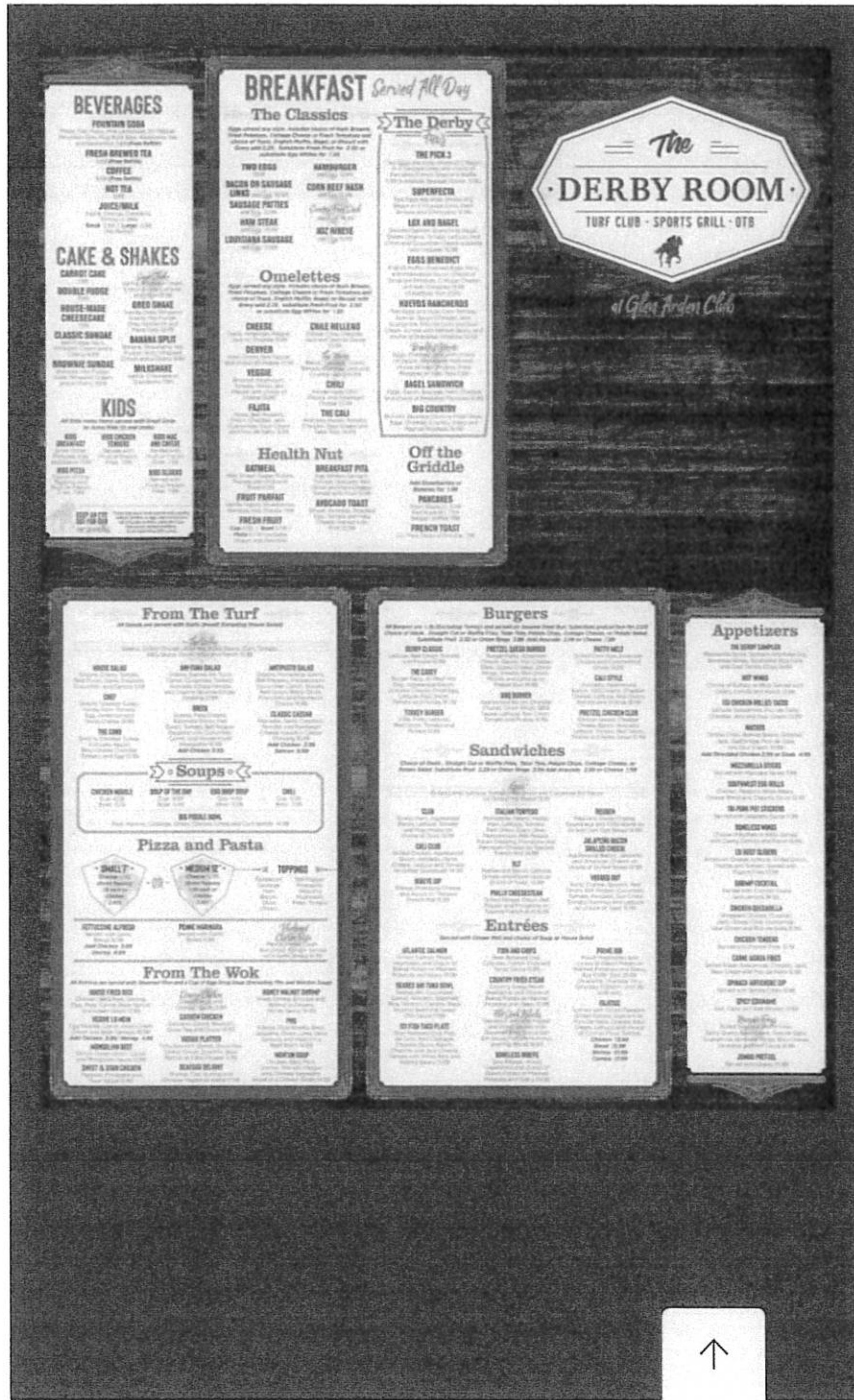
Best Practices:

- No alcoholic beverages may be brought on, taken off, or consumed on the premises by an employee or volunteer.
- No employee or volunteer may encourage a patron to drink alcoholic beverages.
- Alcohol servers are not permitted to give free drinks to anyone under any circumstances.
- Identification must be checked for any customer appearing 30 years old or younger, or according to Facility-specific policy. Service to patrons under the age of twenty-one is prohibited.
- Acceptance only of a Bona Fide I.D. that consists of these six items.
 1. Issued by a government agency (Federal, State, County, or City)
 2. Name of the person
 3. Date of birth
 4. Photograph
 5. Physical description (height, weight , hair and eye color)
 6. Currently valid (not expired)
- Guests that appear intoxicated must not be served alcohol.
- The contents of an original bottle may not be diluted or otherwise tampered with, and an empty bottle may not be refilled or partly refilled ("married").
- Only two (2) alcoholic beverages (or one, if mandated by state law) may be served to any customer per transaction at any point of sale.
- All Alcoholic Beverage Servers must be aware of the potential for underage patrons attempting to purchase alcoholic beverages

EXHIBIT D

Catering, Concession and Marketing Program

← The Derby Room | Glen Arde... :
https://www.glenardenclub.com/the-...





3230 Hamner Avenue, Norco, CA. 92860
18700 Lake Perris Drive, Perris, CA. 92571
357 Arden Avenue, Glendale, CA. 91203
930 S. Arrowhead Avenue, San Bernardino, CA. 92408

MARKETING STRATEGY- "THE DERBY ROOM" @ LOS ANGELES COUNTY FAIRGROUNDS

COMPETITORS

We will identify and locate our closest Sports Bar and Casual Dining competitors to note what it takes to gain a competitive edge and provide a unique experience for our guests that they cannot find anywhere else.

OUR BUSINESS COMMUNITY

We will obtain a clear understanding of who operates within a 3-5 mile radius of our operation which will provide us the best opportunity to capture that business and get the best ROI (Return on Investment) for our marketing dollars spent. I.E – Closest Hotels, Office Buildings/Office Parks, Hospitals, Factories and Local Community Businesses. Furthermore, we will target employers with shift workers as this is a good way to build our late-night daypart. Creating the BUZZ of "The Derby Room is the Place to Be" in our community will play a big factor in our start up success. This will also create the culture of "Hey let's meet for lunch at the Derby Room, bet some horses and have fun."

RESIDENTIAL COMMUNITY

We will identify the closest neighborhoods, schools, churches, recreational centers, athletic fields and community organizations. Many of our patrons live and work in our trade area which makes us a potential destination for every meal that is not prepared at home. We will build the business by knowing the residential areas and communities around us. This will provide a clear picture on where to target our direct mail distribution and ad placement. At the Derby Room, we believe in supporting, sponsoring and fund raising for our community, the surrounding area overall appears to be community oriented with many Sports teams, Youth Sports Programs and Activities Ect... that we would like to be involved in. Along with being an OTB- We believe with our Great food and Friendly inviting staff, we can build the Derby Room Brand as a "Family Oriented" establishment as well.

{Continued}

MARKETING APPROACH

We will create two market segments and approach each of them accordingly.

1. Bettors.
2. Individuals, families, and communities.

Bettors

Targeted SEO and keyword advertising on Google (web) Twitter (possibly Facebook) on Social, and utilize our location and centralized proximity to attract horse racing live content creators such as radio shows, podcasters, bloggers, experts, etc. to the facility to create content. Some of our spend could be allocated to audio spots on regionalized horse racing podcasts/radio broadcasts. This content would be betting-centric while portraying "comfort, service, food, and destination experience." Leaning heavily into "top-shelf sports bar/OT Betting experience" changing mindset of "stale gambling hall" conceptions.

Individuals/Families/Communities

This content would center heavily on food, service, and experience. We are fixated on driving content on social media (ads, boosts, etc.), focusing on Facebook, Instagram, TikTok, and possibly SnapChat in order to reach that market segment effectively. Hard sell on the food and experience provided with a smaller dose of betting included — leaning into the "Sports Bar & Grill" vibe. Attracting groups, youth and adult sports teams, local families and attracting destination experience seekers.

Note

In the social media space, our content will be authentic and yet focused to target each segment. Every post will tell a story and most posts will include a call to action, but not all. We want our establishment to feel "a part" of the community, instead of "a product" in the community. I.E. photos of groups visiting/celebrating, patrons enjoying themselves, etc. Name tagging each.

However, that will be balanced with a consistent "destination experience" targeted approach with call to actions attached to each. Upcoming big race events, promotions, specials, etc. while promoting authentic content utilizing existing and visiting patrons and staff.

Creating and promoting a consistent and authentic tone for the brand will be crucial to best project the expected customer experience and result in a more true experience upon arrival. A nuanced approach executed consistently and tailored across varying channels and toward identified market segments will be effective and drive action.

Summary

Our team will put our brand front and center in the community in a manner that best attracts the clientele we wish to drive into the establishment. We believe our biggest marketing asset is "word of mouth advertising" because of our ability to perform and execute a flawless operation in a clean, inviting environment with EXCELLENT FOOD AND SERVICE!

With this clear plan in place, we will be the talk of the town, we are excited to get started ASAP!

EXHIBIT E**Association-Owned Equipment**

<u>DINNING ROOM - PATIO - WINNERS CIRCLE</u>	<u>QUANTITIY</u>
	33
TV'S - INSIDE	13
TV'S - OUTSIDE	1
PROJECTOR	18
TV'S - AUDITORIUM	2
PROJECTOR - AUDITORIUM	1
TV'S - MATRIX 16 TV'S TOTAL	2
HIGH TOP TABLES - INSIDE 10'	15
HIGH TOP TABLES - INSIDE 5'	29
LOW TABLES -INSIDE	89
BAR STOOLS - INSIDE	121
CHAIRS - INSIDE	0
HIGH TOP TABLES - OUTSIDE - TEAK	18
LOW TABLES -OUTSIDE - TEAK	18
BAR STOOLS - OUTSIDE - TEAK	61
CHAIRS - OUTSIDE -TEAK	1
BENCH - OUTSIDE - TEAK	
	1
TRUSS STRUCTURE - approx. 110' x 55'	
<u>MISC - DÉCOR</u>	
CORONA JERSEY - YELLOW	1
BUDWEISER JERSEY - GREEN	1
BUD LT JERSEY - GREEN	1
BUD SELECT KENTUCKY DERBY MIRROR	1
BUD LT SUPERBOWL MIRROR	1
<u>KITCHEN</u>	
FRYERS	2
WALK IN REFER	1
REACH IN FREEZER - 2 door	1
SANDWHICH TABLE 30"	1
SANDWHICH TABLE 6'	1
UNDER COUNTER FREEZER	1
REACH IN REFER - SINGLE DOOR	1
METRO SHELVING	6
ICE MAKER	1
STAINLESS TABLE - 9'	1
STAINLESS TABLE - 30"	1

STAINLESS TABLE WITH SINK - 6'	1
COOK LINE	1
CHARBROILER 36"	1
CHEESE MELTER - SALAMANDER	1
FLAT TOP GRIDDLE 18"	1
DOUBLE STACK OVENS	1
TRUE UNDERCOUNTER COOK LINE REFER 2 DRAWER	1
WARMING DRAWER - 2 DOOR	1
STEAM WELL	2
HOOD - COOK LINE	1
HOOD - DISH MACHINE	1
FOUNTAIN COKE MACHINE	3
HAND SINKS	1
3 COMPARTMENT SINK	1
DISHWASHER - UNDER CONTRACT WITH US FOODS	
BAR	
HAND SINK	1
BAR WELL WITH GUN	3
BACK BAR COOLER - 3 GLASS DOOR STAINLESS	1
BACK BAR COOLER - 3 DOOR BLACK	1
DISHWASHER	1
12 FAUCET DRAFT TOWERS	2
WALK IN COOLER WITH GLYCOL DRAFT SYSTEM	1
SHELVING - BAR STORAGE - 4' WOOD	3
METRO SHELVING 4'	1
METRO SHELVING 6'	1
BREAKROOM	
LOW TABLE	2
PADDED CHAIRS	2
REGULAR CHAIRS	3

###

RESOLUTION OF THE BOARD OF DIRECTORS OF
LOS ANGELES COUNTY FAIR ASSOCIATION

April 2, 2026

WHEREAS, Los Angeles County Fair Association, a California mutual benefit corporation (the “Company”) produces and operates the Los Angeles County Fair on an annual basis; and

WHEREAS, the Company desires to apply to the California Horse Racing Board (“CHRB”) for a Simulcast License and Occupational License (“Licenses”) pursuant to the California Horse Racing Law and applicable CHRB regulations in order to conduct simulcast wagering and related activities as permitted by law; and;

WHEREAS, the Board of Directors has determined that it is in the best interests of the Company to obtain such Licenses and to authorize the appropriate officers to prepare, execute, and file the necessary applications and related documents with the CHRB;

NOW, THEREFORE, IT IS RESOLVED, that the Company is hereby authorized to apply for and obtain such Licenses from the California Horse Racing Board, including any renewals or amendments thereto as may be required; and

RESOLVED FURTHER, that the Chief Executive Officer Walter Marquez is hereby authorized and directed to prepare, execute, and submit on behalf of the Company the License applications and any and all other documents, agreements, certifications, and materials required by the CHRB in connection therewith; and

RESOLVED FURTHER, that the Chief Executive Officer is authorized to respond to requests for additional information, to make non-material modifications to the application as may

be required by the CHRB, and to take any and all further actions deemed necessary or appropriate to carry out the intent of the foregoing resolutions; and

RESOLVED FURTHER, that any and all actions previously taken by representatives of the Company in connection with the preparation of the License applications are hereby ratified, confirmed, and approved in all respects; and

RESOLVED FURTHER, that this resolution shall take effect immediately upon adoption.

Dated: April 3, 2026

Mike Drieh

Chair of the Board

ATTEST:

Linda Bosserman

Secretary

Certificate Of Completion

Envelope Id: 3700E1B7-9297-402E-AA01-4C025CC7BC99

Status: Completed

Subject: Complete with Docusign: 2026-04-02 LACFA Resolution Determining Conduct of Simulcast Wagering.pdf

Source Envelope:

Document Pages: 2

Signatures: 2

Envelope Originator:

Certificate Pages: 4

Initials: 0

Elizabeth Cervantes

AutoNav: Enabled

1101 W Mckinley Ave

Envelopeld Stamping: Enabled

Pomona, CA 91768-1639

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

cervantes@fairplex.com

IP Address: 208.77.72.6

Record Tracking

Status: Original

Holder: Elizabeth Cervantes

Location: DocuSign

4/3/2026 9:38:34 AM

cervantes@fairplex.com

Signer Events

Signature

Timestamp

Mike Driebe

mendozadriebe@gmail.com

Security Level: Email, Account Authentication (None)

Sent: 4/3/2026 9:47:25 AM

Viewed: 4/4/2026 11:23:26 AM

Signed: 4/4/2026 11:23:43 AM

Signature Adoption: Pre-selected Style

Using IP Address: 47.149.10.19

Electronic Record and Signature Disclosure:

Accepted: 4/4/2026 11:23:26 AM

ID: 47b17fe6-e907-4c87-b1dc-052d02752133

Linda Bosserman

lbosserman@coh.org

Security Level: Email, Account Authentication (None), Login with SSO

Sent: 4/4/2026 11:23:43 AM

Viewed: 4/4/2026 12:34:05 PM

Signed: 4/4/2026 12:34:27 PM

Signature Adoption: Pre-selected Style

Using IP Address: 75.83.72.130

Electronic Record and Signature Disclosure:

Accepted: 4/4/2026 12:34:05 PM

ID: fb972bca-d8d9-4e13-b579-5af6df96e246

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Evelyn Garcia

egarcia@fairplex.com

Security Level: Email, Account Authentication (None)

Sent: 4/4/2026 12:34:28 PM

Viewed: 4/6/2026 11:23:27 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Witness Events

Signature

Timestamp

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	4/3/2026 9:47:25 AM
Certified Delivered	Security Checked	4/4/2026 12:34:05 PM
Signing Complete	Security Checked	4/4/2026 12:34:27 PM
Completed	Security Checked	4/4/2026 12:34:28 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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To advise Fairplex - Los Angeles County Fair Association of your new email address

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- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to birdwell@fairplex.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Fairplex - Los Angeles County Fair Association as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Fairplex - Los Angeles County Fair Association during the course of your relationship with Fairplex - Los Angeles County Fair Association.

- B. 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) that remain in effect for the entire term of the approval, except as follows (if there are no exceptions, so state): No exceptions

- C. Absent natural disasters or causes beyond the control of the applicant, its service contractors, concessionaires, or employees engaged at the facility, no reasons are believed to exist that may result in a stoppage to the conduct of pari-mutuel wagering at the facility or the withholding of any vital service to the applicant, except as follows (if there are no exceptions, so state): No exceptions

12. 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 applicant to attest to this application on its behalf.

Steve Birdwell



Print Name

Signature

CFO

1/26/2026

Print Title

Date

INSTRUCTION SHEET FOR FULL DISCLOSURE STATEMENT

Background Information and Ownership

By authority of Article 9.2 of the California Business and Professions Code and the Federal Indian Gaming Act, in order to allow an evaluation of the competence, integrity, and character of potential simulcast facility operators authorized by the CHRB, any person, corporation, trust association, partnership, joint venture, or management firm that submits an application for such authorization or that is named in such application and that is not a State or County entity, or has not previously completed such disclosure when filing for a horseracing application pursuant to Article 4, Section 19480 of the California Business and Professions Code, shall be required to complete and submit a full disclosure statement.

I. BACKGROUND INFORMATION

- A. **PERSONAL INFORMATION**—Application documents must include, for each individual who is a director, officer, or partner in the application or an owner of an interest in the applicant of 5% or more, the following:
1. The individual's full name and any previous names or aliases;
 2. The individual's date of birth;
 3. A physical description of the individual;
 4. The individual's business addresses and telephone numbers; and
 5. A disclosure of employment and educational and military history for the past 20 years or since the age of 18 years.
- B. **PERSONAL HISTORY**—Application documents must include a completed Personal History Record, CHRB-25A, for each individual named in subsection A who is a director, officer, or partner in the application or an owner of an interest in the applicant of 5% or more.
- C. **RELATIONSHIP**—The application documents must state, for each individual providing information under subsection A of this section, whether the individual is related to a member of the CHRB or an employee of the Board. A half-relationship or step-relationship is considered to be a familial relationship for purposes of this section.
- D. **CORPORATIONS**—If the applicant is a corporation, the application documents must state the following:
1. The state in which the applicant is incorporated; and
 2. The name and address of the applicant's agent for service of process in California.

E. INDICTMENTS OR CONVICTIONS

If the applicant is a corporation, the application documents must include a statement disclosing whether the corporation is presently or has ever been indicted or convicted of a criminal offense (i.e., felony or misdemeanor).

II. OWNERSHIP

A. IDENTIFICATION AND LOCATION—The application documents must include the following:

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

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

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

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

D. ORGANIZATIONAL DOCUMENTS

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

E. CAPITAL STOCK

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

F. DIRECTORS, OFFICERS, AND PARTNERS

1. If the applicant is not an individual, the application documents must include a list of the individuals who are serving or who are designated to serve, during the first year after the date the application documents are submitted to the Board, as a director, officer, or partner of the applicant.
2. The list must state, for each individual listed under subsection 1 of this section, the following:
 - a. The individual's name and business address;
 - b. Each position or office of the applicant held by the individual;
 - c. The individual's principal occupation during the five-year period preceding the date on which the application documents are submitted to the Board; and
 - d. The nature and extent of any ownership interest that the individual has in the applicant.

3. Application documents must include a completed Personal History Record, CHRB-25A, for each individual named under subsection 1 of this section.

G. CONTROLLING ENTITY

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

H. OUTSIDE INTERESTS AND LICENSE HISTORY

1. The application must state whether the any of following holds for the applicant or a director, officer, or partner of the applicant:
 - a. Has ever held an ownership interest in a licensee of the Board; or
 - b. Is currently engaged in the business of racing in another state.

Certificate Of Completion

Envelope Id: 9B386FEF-FA1A-41F3-B4E4-A5A594FE5E6D
 Subject: Complete with Docusign: CHRB-25 (Rev. 1-23) - Simulcast Facility 1.20.26.pdf
 Source Envelope:
 Document Pages: 11
 Certificate Pages: 3
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Elizabeth Cervantes
 1101 W Mckinley Ave
 Pomona, CA 91768-1639
 cervantes@fairplex.com
 IP Address: 208.77.72.6

Record Tracking

Status: Original
 1/26/2026 11:57:17 AM

Holder: Elizabeth Cervantes
 cervantes@fairplex.com

Location: DocuSign

Signer Events

Steve Birdwell
 birdwell@fairplex.com
 CFO

Los Angeles County Fair Associatio
 Security Level: Email, Account Authentication
 (None)

Signature

Signature Adoption: Drawn on Device
 Using IP Address: 208.77.72.6

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Sent: 1/26/2026 11:58:36 AM
 Viewed: 1/26/2026 11:59:29 AM
 Signed: 1/26/2026 11:59:42 AM

Electronic Record and Signature Disclosure:

Accepted: 1/26/2026 11:59:29 AM
 ID: 430bd298-4283-4cb5-b8cb-656c7d2b4392

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

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Timestamp

Intermediary Delivery Events

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Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Event	Status	Timestamp
Envelope Sent	Hashed/Encrypted	1/26/2026 11:58:36 AM
Certified Delivered	Security Checked	1/26/2026 11:59:29 AM
Signing Complete	Security Checked	1/26/2026 11:59:42 AM
Completed	Security Checked	1/26/2026 11:59:42 AM

Payment Events

Status

Timestamps

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STATE OF CALIFORNIA
 CALIFORNIA HORSE RACING BOARD
APPLICATION FOR AUTHORIZATION TO OPERATE A SIMULCAST WAGERING FACILITY
 CHRB-25 (Rev. 1/23)

Application is hereby made to the California Horse Racing Board (CHRB) for authorization to operate a simulcast wagering facility in accordance with the California Business and Professions Code (BPC), Chapter 4, Division 8 (Horse Racing Law) and the California Code of Regulations, Title 4, Division 4 (CHRB Rules and Regulations).

1. APPLICANT INFORMATION

- A. Name of applicant association, fair, or tribal facility:
- 28th District Agricultural Association/San Bernardino County Fairgrounds
- B. Location of facility (City and County):
- Victorville, San Bernardino County, CA
- C. Mailing address of association, fair, or tribal facility:
- 14800 7th Street, Victorville, CA 92395
- D. Telephone number:
- 760-951-7223
- E. Name and title of the managing officer or tribal council representative of the applicant association, fair, or tribal facility:
- Jennifer Morgan, CEO
- F. Name of the affiliated (simulcast) organization(s) that will operate the pari-mutuel wagering at the facility:
- SCOTWinc
- G. The regular schedule for operation of the facility will be as follows:
- Thurs. thru Sun. or Fri. thru Mon. if Monday is a holiday. 11am-10pm
- H. Inclusive date during which the applicant proposes to operate as a simulcast wagering facility during the current racing year:

Application must be filed not later than 90 days before the scheduled start date for operation of the proposed facility pursuant to CHRB Rule 2057.

Notice to Applicant: If approved for license, the term of license shall not exceed five years, pursuant to CHRB Rule 2057.

2. OPERATION OF THE SIMULCAST WAGERING FACILITY

- A. Inclusive hours and days for operation of the facility:
- Daily Wed - Sun Tues - Sat Other - specify: See Item1(G)
- B. Inclusive time periods during the calendar year the facility **will not** be utilized as a simulcast wagering facility:
- None
- Exceptions to the foregoing:

- C. If approved, wagering will be offered on live race meetings being held or conducted by the following racing associations: **CARF will provide**

Race Meeting	Breed	Day or Night
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- D. Dates during which the applicant will conduct or has conducted live horse racing during the current racing year (if none, so state): **None**

3. ELIGIBILITY FOR APPROVAL AS A GUEST ASSOCIATION

- A. The applicant association is:

Racing Association Fair Tribal Facility Other Business Entity

Complete the applicable subsection (B, C, or D). Then continue to E.

- B. RACING ASSOCIATION - approval pursuant to BPC section 19605.

1. The name under which the association is licensed by the Board:
2. The names and titles of management personnel assigned to the facility:

- C. FAIR

1. Approval is requested pursuant to BPC section:

19605.1 OR 19605.2.

2. Correct title of the fair or fair association:

- **28th DAA/San Bernardino County Fairgrounds**

3. Names and titles of the present fair directors:

- **President Lizet Angulo**
- **Vice-President Michael Wubker, Jr.**
- **Director Patrick Kahler**
- **Director Kamie Champlin**
- **Director Reney Sehgal Mehta**
- **Director Rick Bui**

4. Names and titles of management personnel assigned to the simulcast wagering facility:

- **Brandon Zenedjian, Derby Room manager**

- D. TRIBAL FACILITY

1. Approval is requested pursuant to the Tribal-State Compact signed on:
2. The name of the tribe under which the Tribal-State Compact was approved:
3. Names and titles of management personnel assigned to the facility:

- E. If applicable, names and titles of management personnel comprising management company or other entity operating gaming and simulcast wagering at the facility:

- **Brandon Zenedjian, Derby Room manager**

- F. Has the management company or other entity been approved by the U.S. Bureau of Indian Affairs? Yes No If yes, the date of that approval:

Notice to Applicant: Changes to management personnel and Simulcast Facility Supervisor(s) must be immediately reported to the Board.

CHRB Application for Authorization to Operate a Simulcast Wagering Facility

2.C. If approved, wagering will be offered on live race meetings being held or conducted by the following racing associations: All California hosts, including:

Del Mar Thoroughbred Club	Thoroughbred	Day
Los Alamitos Racing Ass.	Thoroughbred	Day
Los Alamitos QH Racing Ass.	Quarter Horse	Night
Los Angeles County Fair	Thoroughbred	Day
Los Angeles Turf Club	Thoroughbred	Day

4. CONCESSIONAIRES AND VENDORS

- A. The concessionaires, vendors, and other entities providing food service, beverage service, racing selection services, janitorial or custodial service, or other service or supplies within the simulcast wagering facility are (specify the name and type of service of supplies):
- All services above are provided by 28th DAA/SBC Fair normal operations and staff.
- B. Other vendors to be permitted to sell products or services outside, but on the premises of, the simulcast wagering facility are: **None**

5. SUPERVISION, SECURITY, AND FIRE PREVENTION

- A. The names of all persons to be employed as a Simulcast Facility Supervisor at the simulcast wagering facility:
- Larry Lucerno Employed by CHRB/State
- B. The workers' compensation insurance carrier and the policy number securing the applicant's liability for payment of workers' compensation is (if self-insured, give details):
See Attached
- C. Attach a copy of the Certificate of Insurance.
- D. Attach a fire clearance from the fire authority having jurisdiction.
- E. The name of the person having responsibility for security controls at the facility is:
- Brandon Zenedjian, Derby Room manager
- F. The number of security officers and/or guards to be regularly employed at the facility is:
- 2
- G. The police or sheriff's department having jurisdiction for criminal law enforcement over the premises of the facility is:
- San Bernardino County Sheriff's Dept – Victorville, CA
- H. Specify the name, address, and telephone number of the emergency ambulance service the applicant will utilize in event of illness or injury at the facility.
- AMR – Victorville, 14828 7th Street, Victorville, CA 92395, 760-952-7400
- I. Does the applicant propose to have emergency medical care available at the facility:
- Yes No If yes, describe.

6. EQUIPMENT PROVIDED BY THE GUEST ASSOCIATION

- A. Describe the television equipment (simulcast receivers, decoders, controls, monitors, etc.) to be utilized at the facility.
- Simulcast receivers and TVs
- B. Describe the public address equipment (controls, microphones, speakers, etc.) to be utilized at the facility.
- TV controls
- C. Attach a detailed scale plan of the facility indicating all points of access, emergency exits, and the placement of offices and food and beverage service locations. **See Attachment Exhibit: Scale Facility Layout**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/08/2025

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

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

PRODUCER AP INTEGO INSURANCE GROUP, LLC 375 Woodcliff Dr. Suite 103 Fairport NY 14450		CONTACT NAME: AP Intego Insurance Group, LLC PHONE (A/C No. Ext): 888-289-2939 E-MAIL ADDRESS: certs@apintego.com FAX (A/C, No):															
INSURED ZennZenn LLC DBA The Derby Room San Bernardino/The Derby Room Victorville 30901 Bloomfest Street Murrieta CA 92563		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Technology Insurance Company</td> <td>42376</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Technology Insurance Company	42376	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :																	
INSURER E :																	
INSURER F :																	


COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE							\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)			TES4607342	05/05/2025	05/05/2026	E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Proof of Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ACORD 25 (2010/05)

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Clear All



DEPARTMENT OF FORESTRY AND FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL
Fire and Life Safety Division
602 E Huntington Dr, Suite A, Monrovia, CA 91016
(626) 305-1908

PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 42511-04-36-01-0089-00002

JURISDICTION: Life Safety South

BUILDING OWNER:

BUILDING NAME: BUILDING # 3 Sports Bar

BUILDING ADDRESS: 14800 SEVENTH STREET, VICTORVILLE, CA 92301

INSPECTION INFORMATION

Inspection Number : 238457

Inspection Type: Annual

Inspection Date : 12/04/2025

Inspection Status : Passed

Inspector: Leslie Compton

Inspector Signature: *Leslie Compton*

Inspection Comments: Review FLS reinspection of fire sprinkler documents for SBC Fairgrounds Victorville Building 3. Fire Clearance granted.

Total Inspectable Items:

Inspectable Items:

Accompanied By: Katherine Chamberland

Title: Special Event Coordinator

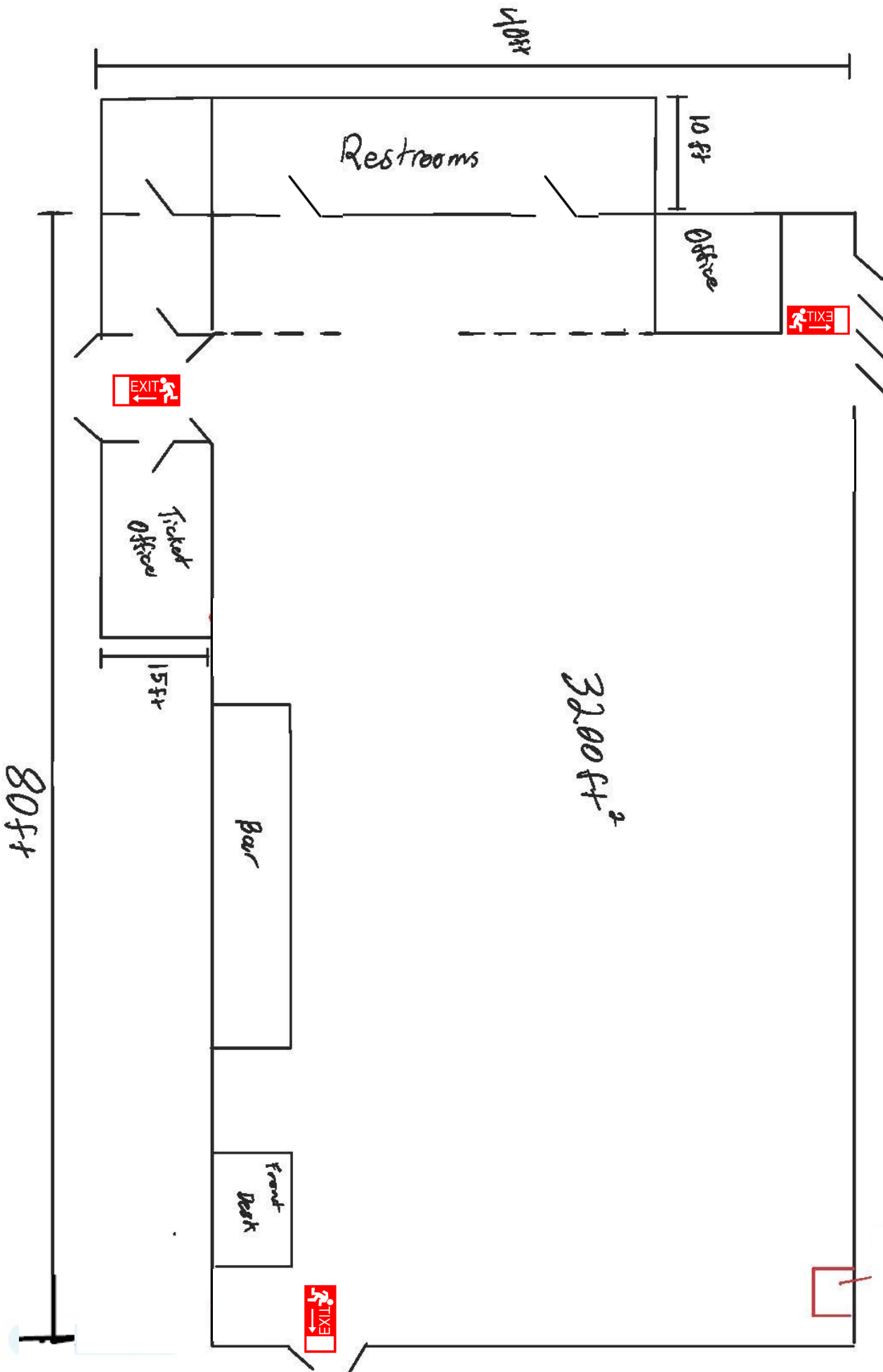
Discussed With: Katherine Chamberland

Title: Special Event Coordinator

Accompanied By:

Signed:

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
Please contact CAL Fire Life Safety South at (626) 305-1908 for assistance.



Occupancy
Max Load: 215
persons

7. PARI-MUTUEL EQUIPMENT AND WAGERING SERVICES

- A. Describe the pari-mutuel equipment, odds displays, modems or muxes, and method of data transmission to be utilized (include the number of pari-mutuel terminals to be on-site).
- 1 voucher machine and 11 betting machines
- B. Will the applicant be responsible for maintenance of the pari-mutuel equipment?
- Yes No - Scotwinc repairs
- C. Describe the method by which patron complaints regarding wagering operation and/or the facility or its employees may be filed.
- CHRB telephone number is posted
- D. Has the applicant made arrangements to provide for the encashment of valid pari-mutuel tickets issued at other facilities or at California race meetings?
- Yes No

8. ADMISSIONS, CHARGES, AND SERVICE FEES

- A. The admissions charges are:
- | | |
|-----------------------|--------|
| Level 1 (Gen. Adm.): | \$5.00 |
| Level 2 (Premium CH): | N/A |
| Level 3 (Membership): | N/A |
- B. Parking Charges are:
- | | |
|--------------------|------|
| Level 1 (General): | None |
| Level 2 (Premium): | None |
| Level 3 (Valet): | None |
- Our parking is FREE**
- C. Program costs are: \$5.00
- D. Seating costs, if any, are: N/A

9. FOOD AND BEVERAGE SERVICE

- A. Describe the food and beverage services to be offered (full meals served; cafeteria-style full meals; short-order counter service; pre-ordered prepared sandwiches and fast foods available; full bar services; barn counters; or other description as appropriate).
- We have a Short-Order Counter Services and Beer/Wine only Bar
- B. The seating capacity in the general admission area is: 69
- C. The number of tables in the general admission area is: 23
- D. The seating capacity in the premium area is: N/A
- E. The number of tables in the premium area is: N/A
- F. Overall square footage in the public general admission area is: 3200 sq ft
- G. Overall square footage in the public premium admission area is: N/A
- H. Overall square footage available for "overflow" attendance: N/A
- I. Describe occupancy restrictions, if any, imposed by the fire authority having jurisdiction. None
- J. The total number of parking spaces available in the combined parking areas can accommodate (number of standard sized automobiles): over 1500
- K. Describe any other activities to be scheduled on or near the facility premises that may have a negative impact on available parking. None



RESOLUTION

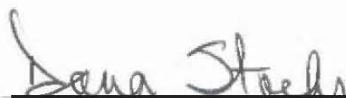
AFFIRMING THE VALUE OF SIMULCAST WAGERING AT FAIRGROUNDS

RESOLVED BY THE BOARD OF DIRECTORS OF CARF:

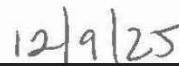
- **WHEREAS, Satellite wagering facilities** provide California fairgrounds with a critical source of revenue that sustains agricultural programs, supports community events, and ensures the preservation and maintenance of fairground infrastructure; and
- **WHEREAS, Simulcast wagering**, conducted under the regulatory framework of the California Horse Racing Board, enables patrons at fairgrounds to engage in pari-mutuel wagering on live horse races conducted in California and across the nation; and
- **WHEREAS, The operation of simulcast wagering** at fairgrounds expands access for local communities, fosters broader participation in horse racing, and strengthens the financial stability of member fairs, thereby reinforcing the role of California fairgrounds as vital community-serving institutions.

NOW, THEREFORE, BE IT RESOLVED:

- The Board of Directors of the California Authority of Racing Fairs, as the governing body for member satellite wagering facilities, hereby determines that the conduct of simulcast wagering at fairgrounds **best serves the interests of the fairgrounds, their communities, and the broader horse racing industry in California.**



Board Chair



Date



RESOLUTION

AFFIRMING THE VALUE OF SIMULCAST WAGERING AT FAIRGROUNDS

CARF Board of Directors:

Dana Stoehr, Board Chair (CEO, San Mateo County Event Center)

Dan Jacobs, Board Vice-Chair (CEO, AV Fair & Event Center)

Daniel Castillo (CEO, San Joaquin County Fairgrounds)

Tom Keaney (CEO, Solano County Fairgrounds)

Tom Martinez (CEO, Cal Expo & California State Fair)

Kelly Violini (CEO, Monterey County Fair)

CARF Member Fairs:

- **Alameda County Fairgrounds, Pleasanton**
- **The Big Fresno Fair, Fresno**
- **Cal Expo & California State Fair, Sacramento**
- **Monterey County Fair & Event Center, Monterey**
- **San Joaquin County Fairgrounds, Stockton**
- **San Mateo County Event Center, San Mateo**
- **Santa Clara County Fairgrounds, San Jose**
- **Solano County Fairgrounds, Vallejo**
- **AV Fair & Event Center, Lancaster**
- **National Orange Show, San Bernardino**
- **San Bernardino County Fairgrounds, Victorville**
- **Ventura County Fairgrounds, Ventura**



December 16, 2025

Ms. Sandra Shinn
Licensing Division Chief
California Horse Racing Board

RE: CHRB-25 CARF Locations

Dear Ms. Shinn,

The Thoroughbred Owners of California consent to the following simulcast organizations to accept wagers pursuant to the California Horse Racing law.

- Alameda County Fairgrounds, Pleasanton
- The Big Fresno Fair, Fresno
- Cal Expo & California State Fair, Sacramento
- Monterey County Fair & Event Center, Monterey
- San Joaquin County Fairgrounds, Stockton
- San Mateo County Event Center, San Mateo
- Santa Clara County Fairgrounds, San Jose
- Solano County Fairgrounds, Vallejo
- AV Fair & Event Center, Lancaster
- National Orange Show, San Bernardino
- San Bernardino County Fairgrounds, Victorville
- Ventura County Fairgrounds, Ventura

Sincerely,

A handwritten signature in black ink that reads 'William Nader'. The signature is written in a cursive, flowing style.

William Nader
President & CEO
Thoroughbred Owners of California

CC: Heather Haviland

10. AGREEMENTS – CARF to provide

- A. Fair applicants must attach the resolution of its governing body that determined that the conduct of simulcast wagering at its fair facility best serves the interest of the fair.
- B. Attach a copy of the agreement between the applicant and the (simulcast) organizations(s) that sets forth therein the duties of the respective parties.
- C. Attach a copy of the written consent of the horsemen's organization(s), if applicable, consenting to the acceptance of wagers at the facility.

NOTICES TO APPLICANT

Notice is given to the applicant that its application, if approved by the Board, authorizes the applicant to offer pari-mutuel wagering at its simulcast facility until notified otherwise.

Notice is also given that retention of and control over all moneys generated from pari- mutuel wagering held or conducted at the facility is the responsibility of the simulcast organization(s) that contract(s) to provide the pari-mutuel equipment and pari-mutuel employees and that such organization(s) is (are) responsible for its proper distribution in accordance with the law and the rules and regulations of the Board.

Notice is also given that CHRB rules 1870 and 1871 require that the Board be given 15 days' notice in writing of any intention to terminate operations, engagements, or services by any licensee, approved concessionaire, or approved service contractor.

11. DECLARATIONS

- A. All labor agreements, concession contracts, service contracts, horsemen's agreements, lease agreements, and agreements with the (simulcast) organization(s) necessary to conduct and operate the simulcast wagering program at the facility have been finalized, except as follows (if there are no exceptions, so state): **None**
- B. 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) that remain in effect for the entire term of the approval, except as follows (if there are no exceptions, so state): **None**
- C. Absent natural disasters or causes beyond the control of the applicant, its service contractors, concessionaires, or employees engaged at the facility, no reasons are believed to exist that may result in a stoppage to the conduct of pari-mutuel wagering at the facility or the withholding of any vital service to the applicant, except as follows (if there are no exceptions, so state): **None**

12. 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 applicant to attest to this application on its behalf.

Jennifer Morgan

Jennifer Morgan Digitally signed by Jennifer Morgan
DN: cn=Jennifer Morgan, o=CA,
email=jmorgan@dec.state.nj.us
Date: 2025.12.05 12:31:16 -0800

Print Name

Signature

CEO-28th DAA

12/5/2025

Print Title

Date

STATE OF CALIFORNIA
CALIFORNIA HORSE RACING BOARD
APPLICATION FOR AUTHORIZATION TO OPERATE A SIMULCAST WAGERING FACILITY
CHRB-25 (Rev. 1/23)

Application is hereby made to the California Horse Racing Board (CHRB) for authorization to operate a simulcast wagering facility in accordance with the California Business and Professions Code (BPC), Chapter 4, Division 8 (Horse Racing Law) and the California Code of Regulations, Title 4, Division 4 (CHRB Rules and Regulations).

1. APPLICANT INFORMATION

- A. Name of applicant association, fair, or tribal facility: **Solano County Fair Association (SCFA)**
- B. Location of facility (City and County): **Vallejo, Solano County**
- C. Mailing address of association, fair, or tribal facility: **900 Fairgrounds Drive, Vallejo, CA 9489**
- D. Telephone number: **707 -551-2000**
- E. Name and title of the managing officer or tribal council representative of the applicant association, fair, or tribal facility: **Tom Keaney, CEO**
- F. Name of the affiliated (simulcast) organization(s) that will operate the pari-mutuel wagering at the facility: **NCOTW, Inc.**
- G. The regular schedule for operation of the facility will be as follows: **Friday through Sunday 9:30 am to 10:00 pm, plus Holidays and some Thursdays.**
- H. Inclusive date during which the applicant proposes to operate as a simulcast wagering facility during the current racing year: **All 52 weeks.**

Application must be filed not later than 90 days before the scheduled start date for operation of the proposed facility pursuant to CHRB Rule 2057.

Notice to Applicant: If approved for license, the term of license shall not exceed five years, pursuant to CHRB Rule 2057.

2. OPERATION OF THE SIMULCAST WAGERING FACILITY

- A. Inclusive hours and days for operation of the facility:
 Daily Wed - Sun Tues - Sat Other - specify: **Fri to Sunday 10 am - 10pm**
- B. Inclusive time periods during the calendar year the facility **will not** be utilized as a simulcast wagering facility: **Monday - Wednesday, and most Thursdays**
Exceptions to the foregoing: **Holidays and large race events.**

- C. If approved, wagering will be offered on live race meetings being held or conducted by the following racing associations:

Race Meeting	Breed	Day or Night
--------------	-------	--------------

An attachment of the host meets will be attached by CARF.

- D. Dates during which the applicant will conduct or has conducted live horse racing during the current racing year (if none, so state): **None.**

3. ELIGIBILITY FOR APPROVAL AS A GUEST ASSOCIATION

- A. The applicant association is: Racing Association Fair
 Tribal Facility Other Business Entity

Complete the applicable subsection (B, C, or D). Then continue to E.

B. RACING ASSOCIATION - approval pursuant to BPC section 19605.

1. The name under which the association is licensed by the Board:
2. The names and titles of management personnel assigned to the facility:

C. FAIR

1. Approval is requested pursuant to BPC section 9605.1 OR 19605.2.
2. Correct title of the fair or fair association: **Solano County Fair Association (SCFA)**
3. Names and titles of the present fair directors: **To be attached.**
4. Names and titles of management personnel assigned to the simulcast wagering facility: **Lewis McGaffie**

D. TRIBAL FACILITY n/a

1. Approval is requested pursuant to the Tribal-State Compact signed on:
2. The name of the tribe under which the Tribal-State Compact was approved:
3. Names and titles of management personnel assigned to the facility:

CHRB Application for Authorization to Operate a Simulcast Wagering Facility

2.C. If approved, wagering will be offered on live race meetings being held or conducted by the following racing associations: All California hosts, including:

Del Mar Thoroughbred Club	Thoroughbred	Day
Los Alamitos Racing Ass.	Thoroughbred	Day
Los Alamitos QH Racing Ass.	Quarter Horse	Night
Los Angeles County Fair	Thoroughbred	Day
Los Angeles Turf Club	Thoroughbred	Day



FOR INTERNAL USE ONLY

SOLANO COUNTY FAIR ASSOCIATION 2025-2026 BOARD OF DIRECTORS

Name and Address	Email	Phone	District	Supervisor
President Joe Joyce			5	Mashburn
Vice President Lee Williams			5	Mashburn
Treasurer Shawn Smith			2	Brown
Immediate Past President George Kennedy			2	Brown
Deborah Dickson			3	Williams
Jeff Moorhead			5	Mashburn
Rhonda Rochon Smith			1	James
Christina Love			4	Vasquez
Frank Malifrando			2	Brown
Norma Placido			1	James
Essex Cook			3	Williams

- E. If applicable, names and titles of management personnel comprising management company or other entity operating gaming and simulcast wagering at the facility: **n/a**
- F. Has the management company or other entity been approved by the U.S. Bureau of Indian Affairs? Yes No If yes, the date of that approval: **n/a**

Notice to Applicant: Changes to management personnel and Simulcast Facility Supervisor(s) must be immediately reported to the Board.

4. CONCESSIONAIRES AND VENDORS

- A. The concessionaires, vendors, and other entities providing food service, beverage service, racing selection services, janitorial or custodial service, or other service or supplies within the simulcast wagering facility are (specify the name and type of service or supplies): **Janitorial: SCFA Staff; Security: Wright Guard Security. Food: Bossalini's Soul Q Bistro**
- B. Other vendors to be permitted to sell products or services outside, but on the premises of, the simulcast wagering facility are: **N/A**

5. SUPERVISION, SECURITY, AND FIRE PREVENTION

- A. The names of all persons to be employed as a Simulcast Facility Supervisor at the simulcast wagering facility: **Lewis McGaffie**
- B. The workers' compensation insurance carrier and the policy number securing the applicant's liability for payment of workers' compensation is (if self-insured, give details): **California Fair Services Authority**
- C. Attach a copy of the Certificate of Insurance. **Attached.**
- D. Attach a fire clearance from the fire authority having jurisdiction. **Attached.**
- E. The name of the person having responsibility for security controls at the facility is: **Thomas Keaney, CEO**
- F. The number of security officers and/or guards to be regularly employed at the facility is: **One**
- G. The police or sheriff's department having jurisdiction for criminal law enforcement over the premises of the facility is: **Solano County Sheriff**

CERTIFICATE OF PARTICIPATION

WORKERS' COMPENSATION RISK SHARING PROGRAM

ADMINISTRED BY CALIFORNIA FAIR SERVICES AUTHORITY

(A Joint Powers Authority herein referred to as the Authority)
1776 Tribute Road, Suite 100, Sacramento, CA 95815

The Covered Party named below is protected for certain risks of liability by the Workers' Compensation Risk Sharing Program administered by the Authority. The Memorandum of Coverage of the Worker's Compensation Risk Sharing Program administered by the California Fair Services Authority, and the Memorandum of Coverage for Excess Workers' Compensation Program administered by PRISM describe the coverages offered by the Program and are the controlling documents for the Program. ***This Memorandum is not an insurance policy.***

COVERED PARTY: Solano County Fairgrounds

MAILING ADDRESS: 900 Fairgrounds Drive, Vallejo, CA 94589

PROTECTION PERIOD: From July 1, 2025 at 12:01 a.m. Pacific Standard Time until July 1, 2026.

MAXIMUM LIMITS OF COVERAGE:

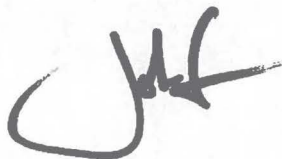
For Workers' Compensation

Statutory Any one occurrence.

For Employer's Liability

\$5,000,000 Any one occurrence.

The Maximum Limits of Coverage apply separately to each Covered Party in the Program.



AUTHORIZED SIGNATURE

CALIFORNIA FAIR SERVICES AUTHORITY
1776 Tribute Road, Suite 100, Sacramento, CA 95815

**EXCESS WORKERS' COMPENSATION
INSURANCE CERTIFICATE**

PARTICIPATING ENTITY: Solano County Fairgrounds
MAILING ADDRESS: 900 Fairgrounds Drive, Vallejo, CA 94589

The above named is included under the California Fair Services Authority's Workers' Compensation Risk Sharing Program. Coverage terms are summarized below:

POOL MEMBER: PRISM - Excess Workers' Compensation Program
CERTIFICATE NUMBER: PRISM-PE 25 EWC-33
POLICY TERM: 7/1/2025 – 7/1/2026

LIMITS OF INSURANCE

NAMED STATES: California
EXCLUDED STATES: None
POLICY PERIOD: From July 1, 2025 at 12:01 a.m. Pacific Standard Time until July 1, 2026.
SELF-INSURED RETENTION: Each Accident - \$500,000 limits of CFSA
UNDERLYING COVERAGE: Each Employee For Disease - \$500,000
LIMIT EACH ACCIDENT:
Workers' Compensation Statutory
Employer's Liability \$5,000,000
LIMIT EACH EMPLOYEE FOR DISEASE:
Workers' Compensation Statutory
Employer's Liability \$5,000,000

IMPORTANT: This is a summary only. It does not include all of the terms, coverages, exclusions, limitations and conditions in the actual insurance contract.



VALLEJO FIRE DEPARTMENT
FIRE PREVENTION DIVISION
 970 Nimitz Avenue, Vallejo, CA 94592
 (707) 648-4565 Office/Fax (707) 648-5214



FIRE & LIFE SAFETY INSPECTION REPORT

Page 1 of 1

TYPE OF INSPECTION:

 BUSINESS LICENSE MISCELLANEOUS: Fire clearance inspection

 ANNUAL - TYPE OF BUSINESS:

CHILD/ELDERLY - LICENSED FOR #: /R-2 - # OF UNITS: /OCCUPANT CLASS: A-2

 PERMIT INSPECTION - PERMIT #: E.V.F.P.D

BUSINESS/FACILITY NAME: Solano County Fair Association

ADDRESS: 900 Fairgrounds Dr. Vallejo, CA 94589

OWNER(S) NAME: PHONE:

OWNER(S) MAILING ADDRESS:

ON-SITE CONTACT PERSON: Rich Gravelle PHONE: 707-531-2001

1.) CFC 901 Provide annual fire alarm maintenance.

INITIAL INSPECTION DATE: 10/23/25

INSPECTION FEE: \$ 377.³¹

RE-INSPECTION DATE #1: 11/23/25

RE-INSPECTION DATE #2:

INSPECTOR: C. Balmer

SIGNATURE: [Signature]

Please contact the Fire Prevention office at the number listed above if you would like an alternative re-inspection date or if you need clarification of the inspection report. Fire clearance will be granted when all items listed above have been completed and fees have been paid. Additional fees will be assessed for extra inspections.

[Signature]
 BUSINESS OWNER/REPRESENTATIVE

(Office Use Only)

Fire Clearance Granted: Denied: Fire Clearance Granted:

Request for time received: Extension Given To:

- H. Specify the name, address, and telephone number of the emergency ambulance service the applicant will utilize in event of illness or injury at the facility. **Call 911. SCFA does contract at times for interim events with Medic Ambulance Service for EMT services. Stephen Buckner 707-644-1761 x 4128. 506 Couch St Vallejo, CA 94590.**
- I. Does the applicant propose to have emergency medical care available at the facility:
 - Yes
 - No
 If yes, describe.

6. EQUIPMENT PROVIDED BY THE GUEST ASSOCIATION

- A. Describe the television equipment (simulcast receivers, decoders, controls, monitors, etc.) to be utilized at the facility. **24 - 45" TVs; 4 - 36" TVs 8 - 28" TVs.**
- B. Describe the public address equipment (controls, microphones, speakers, etc.) to be utilized at the facility. **Yes, there is a system in place. 14 Controllers; 10 Receivers; 3 public speakers; 1 microphone**
- C. Attach a detailed scale plan of the facility indicating all points of access, emergency exits, and the placement of offices and food and beverage service locations. **Attached**

7. PARI-MUTUEL EQUIPMENT AND WAGERING SERVICES

- A. Describe the pari-mutuel equipment, odds displays, modems or muxes, and method of data transmission to be utilized (include the number of pari-mutuel terminals to be on-site). **10 pari-mutuel windows with betting machines with pari-mutuel clerks. 10 self-help betting machines.**
- B. Will the applicant be responsible for maintenance of the pari-mutuel equipment?

Yes No

- C. Describe the method by which patron complaints regarding wagering operation and/or the facility or its employees may be filed. **Patrons are referred to the satellite supervisor. The supervisor will escalate complaints that are not easily resolved to the fair CEO or CARF.**
- D. Has the applicant made arrangements to provide for the encashment of valid pari-mutuel tickets issued at other facilities or at California race meetings?
 - Yes
 - No

8. ADMISSIONS, CHARGES, AND SERVICE FEES

- A. The admissions charges are:
 - Level 1 (Gen. Adm.): **\$7.00**
 - Level 2 (Premium CH): **n/a**
 - Level 3 (Membership): **n/a**
- B. Parking Charges are: **free**
 - Level 1 (General): **Free**
 - Level 2 (Premium): **n/a**
 - Level 3 (Valet): **n/a**

Winner Circle – Solano County Fairgrounds

Audio / Video / Network Infrastructure

Displays

- (34) 55" LCD TVs - 1080p
 - (4) 55" LCD TVs – 4K
-

Network / Wireless

- (2) Unifi Access Points (APs)
 - (5) Unifi 16 10G Switch with Fiber uplink
 - Fiber backbone between the video room switch and 4 switches IDF's
 - Roberts Communications Network – Handles all video communications
 - (6) RCN receivers – Installed in the video room
-

Video Distribution

- 38 AV over IP Decoder w/ Video Wall & Visual Control
 - (8) AV over IP Encoder w/ Video Wall & Visual Control
 - Ethernet From Switch to Decoder. HDMI from the decoder to the TV.
 - Ethernet From Switch to Encoder. HDMI from the encoder to the RCN receivers and dish cable boxes.
-

Audio Distribution

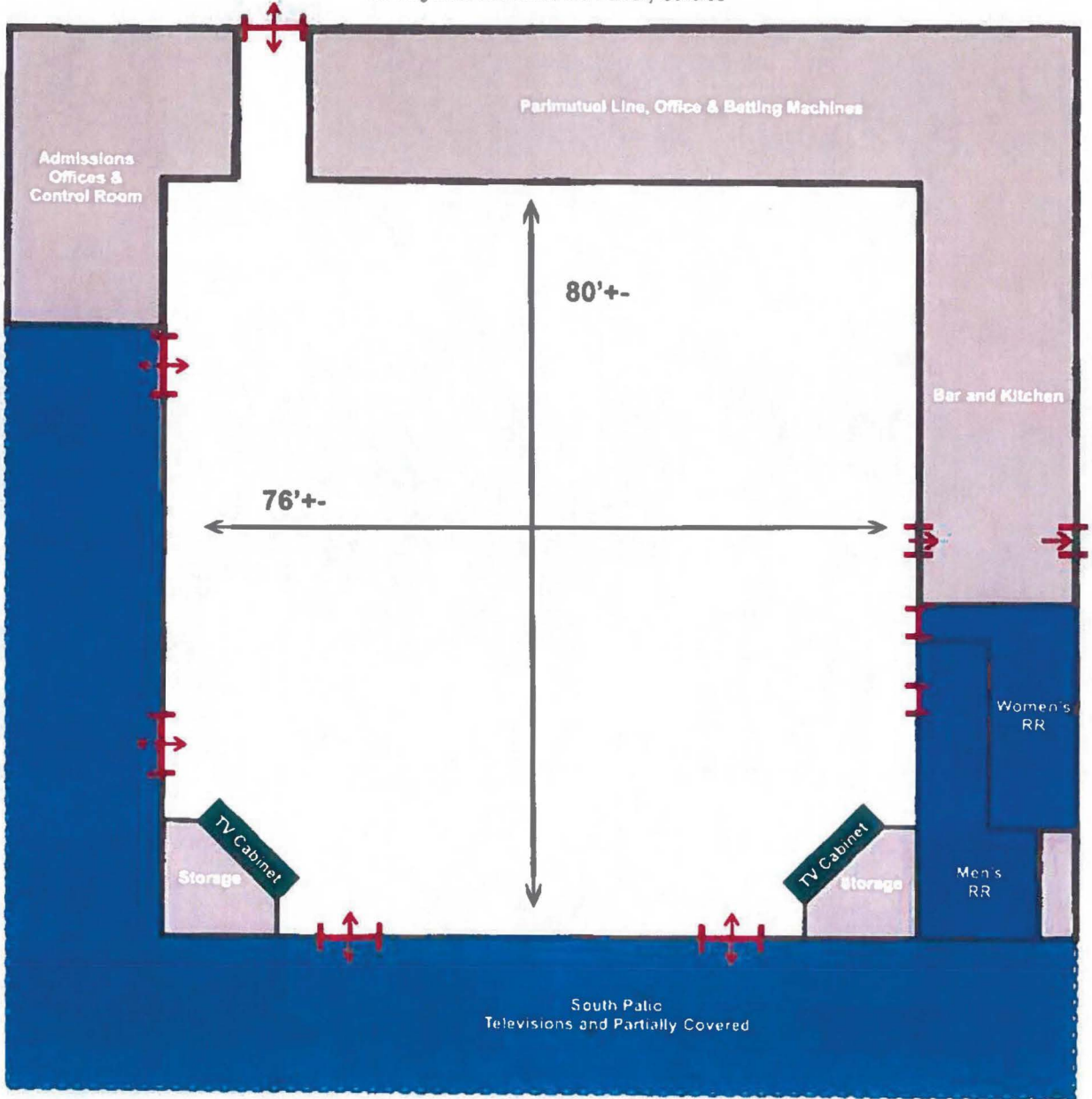
- (1) Sonos AMP (In Video Room Rack)
 - (1) Audio Distribution Receiver
 - (2) Sonos HiFi Five Speakers
 - (2) Outdoor Speakers
-

Satellite / TV Service

- Dish Network – (2) Cable Boxes

Gibson Hall aka The Winners' Circle

North Patio
Smoking Area, Televisions and Partially Covered



— = 10' ± —

Interior Dimensions =
80'± x 76'± =
6,080± Square Feet



- C. Program costs are: **\$1.00**
- D. Seating costs, if any, are: **n/a**

9. FOOD AND BEVERAGE SERVICE

- A. Describe the food and beverage services to be offered (full meals served; cafeteria-style full meals; short-order counter service; pre-ordered prepared sandwiches and fast foods available; full bar services; barn counters; or other description as appropriate). **Full bar and restaurant service provided by Sandy's Catering.**
- B. The seating capacity in the general admission area is: **283**
- C. The number of tables in the general admission area is: **Various**
- D. The seating capacity in the premium area is: **n/a**
- E. The number of tables in the premium area is: **n/a**
- F. Overall square footage in the public general admission area is: **6,000**
- G. Overall square footage in the public premium admission area is: **n/a**
- H. Overall square footage available for "overflow" attendance: **6,000**
- I. Describe occupancy restrictions, if any, imposed by the fire authority having jurisdiction. **n/a**
- J. The total number of parking spaces available in the combined parking areas can accommodate (number of standard sized automobiles): **300**
- K. Describe any other activities to be scheduled on or near the facility premises that may have a negative impact on available parking. **Interim events at neighboring hall - per contracts. Sufficient parking is always provide for simulcast patrons.**

10. AGREEMENTS

- A. Fair applicants must attach the resolution of its governing body that determined that the conduct of simulcast wagering at its fair facility best serves the interest of the fair.
- B. Attach a copy of the agreement between the applicant and the (simulcast) organizations(s) that sets forth therein the duties of the respective parties.
- C. Attach a copy of the written consent of the horsemen's organization(s), if applicable, consenting to the acceptance of wagers at the facility.



RESOLUTION

AFFIRMING THE VALUE OF SIMULCAST WAGERING AT FAIRGROUNDS

RESOLVED BY THE BOARD OF DIRECTORS OF CARF:

- **WHEREAS, Satellite wagering facilities** provide California fairgrounds with a critical source of revenue that sustains agricultural programs, supports community events, and ensures the preservation and maintenance of fairground infrastructure; and
- **WHEREAS, Simulcast wagering**, conducted under the regulatory framework of the California Horse Racing Board, enables patrons at fairgrounds to engage in pari-mutuel wagering on live horse races conducted in California and across the nation; and
- **WHEREAS, The operation of simulcast wagering** at fairgrounds expands access for local communities, fosters broader participation in horse racing, and strengthens the financial stability of member fairs, thereby reinforcing the role of California fairgrounds as vital community-serving institutions.

NOW, THEREFORE, BE IT RESOLVED:

- The Board of Directors of the California Authority of Racing Fairs, as the governing body for member satellite wagering facilities, hereby determines that the conduct of simulcast wagering at fairgrounds **best serves the interests of the fairgrounds, their communities, and the broader horse racing industry in California.**



Board Chair



Date



RESOLUTION

AFFIRMING THE VALUE OF SIMULCAST WAGERING AT FAIRGROUNDS

CARF Board of Directors:

Dana Stoehr, Board Chair (CEO, San Mateo County Event Center)

Dan Jacobs, Board Vice-Chair (CEO, AV Fair & Event Center)

Daniel Castillo (CEO, San Joaquin County Fairgrounds)

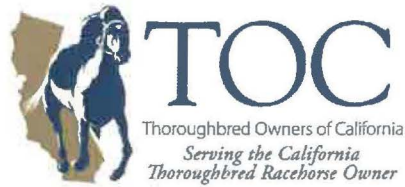
Tom Keaney (CEO, Solano County Fairgrounds)

Tom Martinez (CEO, Cal Expo & California State Fair)

Kelly Violini (CEO, Monterey County Fair)

CARF Member Fairs:

- **Alameda County Fairgrounds, Pleasanton**
- **The Big Fresno Fair, Fresno**
- **Cal Expo & California State Fair, Sacramento**
- **Monterey County Fair & Event Center, Monterey**
- **San Joaquin County Fairgrounds, Stockton**
- **San Mateo County Event Center, San Mateo**
- **Santa Clara County Fairgrounds, San Jose**
- **Solano County Fairgrounds, Vallejo**
- **AV Fair & Event Center, Lancaster**
- **National Orange Show, San Bernardino**
- **San Bernardino County Fairgrounds, Victorville**
- **Ventura County Fairgrounds, Ventura**



December 16, 2025

Ms. Sandra Shinn
Licensing Division Chief
California Horse Racing Board

RE: CHRB-25 CARF Locations

Dear Ms. Shinn,

The Thoroughbred Owners of California consent to the following simulcast organizations to accept wagers pursuant to the California Horse Racing law.

- Alameda County Fairgrounds, Pleasanton
- The Big Fresno Fair, Fresno
- Cal Expo & California State Fair, Sacramento
- Monterey County Fair & Event Center, Monterey
- San Joaquin County Fairgrounds, Stockton
- San Mateo County Event Center, San Mateo
- Santa Clara County Fairgrounds, San Jose
- Solano County Fairgrounds, Vallejo
- AV Fair & Event Center, Lancaster
- National Orange Show, San Bernardino
- San Bernardino County Fairgrounds, Victorville
- Ventura County Fairgrounds, Ventura

Sincerely,

William Nader
President & CEO
Thoroughbred Owners of California

CC: Heather Haviland

NOTICES TO APPLICANT

Notice is given to the applicant that its application, if approved by the Board, authorizes the applicant to offer pari-mutuel wagering at its simulcast facility until notified otherwise.

Notice is also given that retention of and control over all moneys generated from pari-mutuel wagering held or conducted at the facility is the responsibility of the simulcast organization(s) that contract(s) to provide the pari-mutuel equipment and pari-mutuel employees and that such organization(s) is (are) responsible for its proper distribution in accordance with the law and the rules and regulations of the Board.

Notice is also given that CHRB rules 1870 and 1871 require that the Board be given 15 days' notice in writing of any intention to terminate operations, engagements, or services by any licensee, approved concessionaire, or approved service contractor.

11. DECLARATIONS

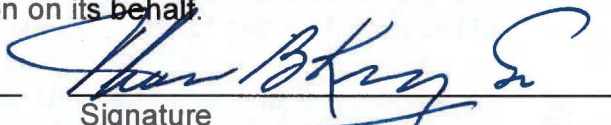
- A. All labor agreements, concession contracts, service contracts, horsemen's agreements, lease agreements, and agreements with the (simulcast) organization(s) necessary to conduct and operate the simulcast wagering program at the facility have been finalized, except as follows (if there are no exceptions, so state): **No exceptions**
- B. 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) that remain in effect for the entire term of the approval, except as follows (if there are no exceptions, so state): **No exceptions**
- C. Absent natural disasters or causes beyond the control of the applicant, its service contractors, concessionaires, or employees engaged at the facility, no reasons are believed to exist that may result in a stoppage to the conduct of pari-mutuel wagering at the facility or the withholding of any vital service to the applicant, except as follows (if there are no exceptions, so state): **No exceptions**

12. 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 applicant to attest to this application on its behalf.

Thomas Keaney
Print Name

Chief Executive Officer
Print Title


Signature

Oct 22, 2023
Date

STATE OF CALIFORNIA
CALIFORNIA HORSE RACING BOARD
APPLICATION FOR AUTHORIZATION TO OPERATE A SIMULCAST WAGERING FACILITY
CHRB-25 (Rev. 1/23)

Application is hereby made to the California Horse Racing Board (CHRB) for authorization to operate a simulcast wagering facility in accordance with the California Business and Professions Code (BPC), Chapter 4, Division 8 (Horse Racing Law) and the California Code of Regulations, Title 4, Division 4 (CHRB Rules and Regulations).

1. APPLICANT INFORMATION

- A. Name of applicant association, fair, or tribal facility: 46th District Agriculture Association.
- B. Location of facility (City and County): Perris, Riverside
- C. Mailing address of association, fair, or tribal facility: 18700 Lake Perris Dr. Perris, CA 92571.
- D. Telephone number: 951-657-4221
- E. Name and title of the managing officer or tribal council representative of the applicant association, fair, or tribal facility: Russell Vandenberg - CEO
- F. Name of the affiliated (simulcast) organization(s) that will operate the pari-mutuel wagering at the facility: SCOTWINC or NCOTWINC
- G. The regular schedule for operation of the facility will be as follows: Mon-Tues: Closed / Wed-Sun: 9:30am-11pm
- H. Inclusive date during which the applicant proposes to operate as a simulcast wagering facility during the current racing year: Jan-Dec, 2026

Application must be filed not later than 90 days before the scheduled start date for operation of the proposed facility pursuant to CHRB Rule 2057.

Notice to Applicant: If approved for license, the term of license shall not exceed five years, pursuant to CHRB Rule 2057.

2. OPERATION OF THE SIMULCAST WAGERING FACILITY

- A. Inclusive hours and days for operation of the facility:
 Daily Wed - Sun Tues - Sat Other - specify:

- B. Inclusive time periods during the calendar year the facility **will not** be utilized as a simulcast wagering facility: None

Exceptions to the foregoing:

- C. If approved, wagering will be offered on live race meetings being held or conducted by the following racing associations:

Race Meeting	Breed	Day or Night
Del Mar	N/A	N/A
Los Alamitos		
Santa Anita		
Scotwinc		

- D. Dates during which the applicant will conduct or has conducted live horse racing during the current racing year (if none, so state): None

3. ELIGIBILITY FOR APPROVAL AS A GUEST ASSOCIATION

- A. The applicant association is: Racing Association Fair
 Tribal Facility Other Business Entity

Complete the applicable subsection (B, C, or D). Then continue to E.

- B. RACING ASSOCIATION - approval pursuant to BPC section 19605.

1. The name under which the association is licensed by the Board:
2. The names and titles of management personnel assigned to the facility:

- C. FAIR

1. Approval is requested pursuant to BPC section 19605.1 OR 19605.2.
2. Correct title of the fair or fair association: Southern California Fair and Events Center
3. Names and titles of the present fair directors: Marisa Yeager – President / Cindy Palumbo – Vice President / Nick Bruno – Director / Brad Scott – Director / Tricia Almiron – Director / Ron Magnuson – Director / Gene Skala - Director
4. Names and titles of management personnel assigned to the simulcast wagering facility: California Sports and Hospitality LLC: Greg Zenedjian/Managing Member.

D. TRIBAL FACILITY

1. Approval is requested pursuant to the Tribal-State Compact signed on:
2. The name of the tribe under which the Tribal-State Compact was approved:
3. Names and titles of management personnel assigned to the facility:

E. If applicable, names and titles of management personnel comprising management company or other entity operating gaming and simulcast wagering at the facility: California Sports and Hospitality LLC: Greg Zenedjian/Managing Member.

F. Has the management company or other entity been approved by the U.S. Bureau of Indian Affairs? Yes No If yes, the date of that approval: Click or tap here to enter text.

Notice to Applicant: Changes to management personnel and Simulcast Facility Supervisor(s) must be immediately reported to the Board.

4. CONCESSIONAIRES AND VENDORS

- A. The concessionaires, vendors, and other entities providing food service, beverage service, racing selection services, janitorial or custodial service, or other service or supplies within the simulcast wagering facility are (specify the name and type of service or supplies): California Sports and Hospitality LLC dba: The Derby Room Perris.
- B. Other vendors to be permitted to sell products or services outside, but on the premises of, the simulcast wagering facility are: None

5. SUPERVISION, SECURITY, AND FIRE PREVENTION

- A. The names of all persons to be employed as a Simulcast Facility Supervisor at the simulcast wagering facility: Greg Zenedjian/Manager.
- B. The workers' compensation insurance carrier and the policy number securing the applicant's liability for payment of workers' compensation is (if self-insured, give details): National Specialty Insurance Company: Policy #NXTTWP9H9-01-WC.
- C. Attach a copy of the Certificate of Insurance. Attached.
- D. Attach a fire clearance from the fire authority having jurisdiction. Attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/01/2026

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

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

PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME: PHONE (A/C, No, Ext): (855) 222-5919 FAX (A/C, No): E-MAIL ADDRESS: support@nextinsurance.com	
	INSURER(S) AFFORDING COVERAGE INSURER A : National Specialty Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # 22608
INSURED California Sports and Hospitality LLC DBA The Derby Room (Perris) 18700 Lake Perris Dr. Perris, CA 92571		

COVERAGES **CERTIFICATE NUMBER:** 483354174 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	NXTTWP9H9-01-WC	04/28/2025	04/28/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$1,000,000.00 E.L. DISEASE - POLICY LIMIT \$1,000,000.00

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

Proof of Insurance.

CERTIFICATE HOLDER California Sports and Hospitality LLC DBA The Derby Room (Perris) 18700 Lake Perris Dr., Perris, CA 92571	LIVE CERTIFICATE  Click or scan to view	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DEPARTMENT OF FORESTRY AND FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL
Fire and Life Safety Division
602 E Huntington Dr, Suite A, Monrovia, CA 91016
(626) 305-1908

PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 42583-04-33-01-0099-00006

JURISDICTION: Life Safety South

HARRISON HALL-DERBY
ROOM (SATELLITE

BUILDING OWNER:

BUILDING NAME: WAGERING)

BUILDING ADDRESS: 18700 LAKE PERRIS DRIVE, Perris, CA 92571

INSPECTION INFORMATION

Inspection Number : 255473

Inspection Type: Annual

Inspection Date : 03/02/2026

Inspection Status : Passed

Inspector: Gavin Whims

Inspector Signature: 

Inspection Comments: Required FLS systems documentation review that was sent over: No travel required as it was emailed over

Total Inspectable Items:

Inspectable Items:

Accompanied By: Mayra Zepeda

Title: Vendor Coordinator

Discussed With: Mayra Zepeda

Title: Vendor Coordinator

Accompanied By:

Signed:

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
Please contact CAL Fire Life Safety South at (626) 305-1908 for assistance.

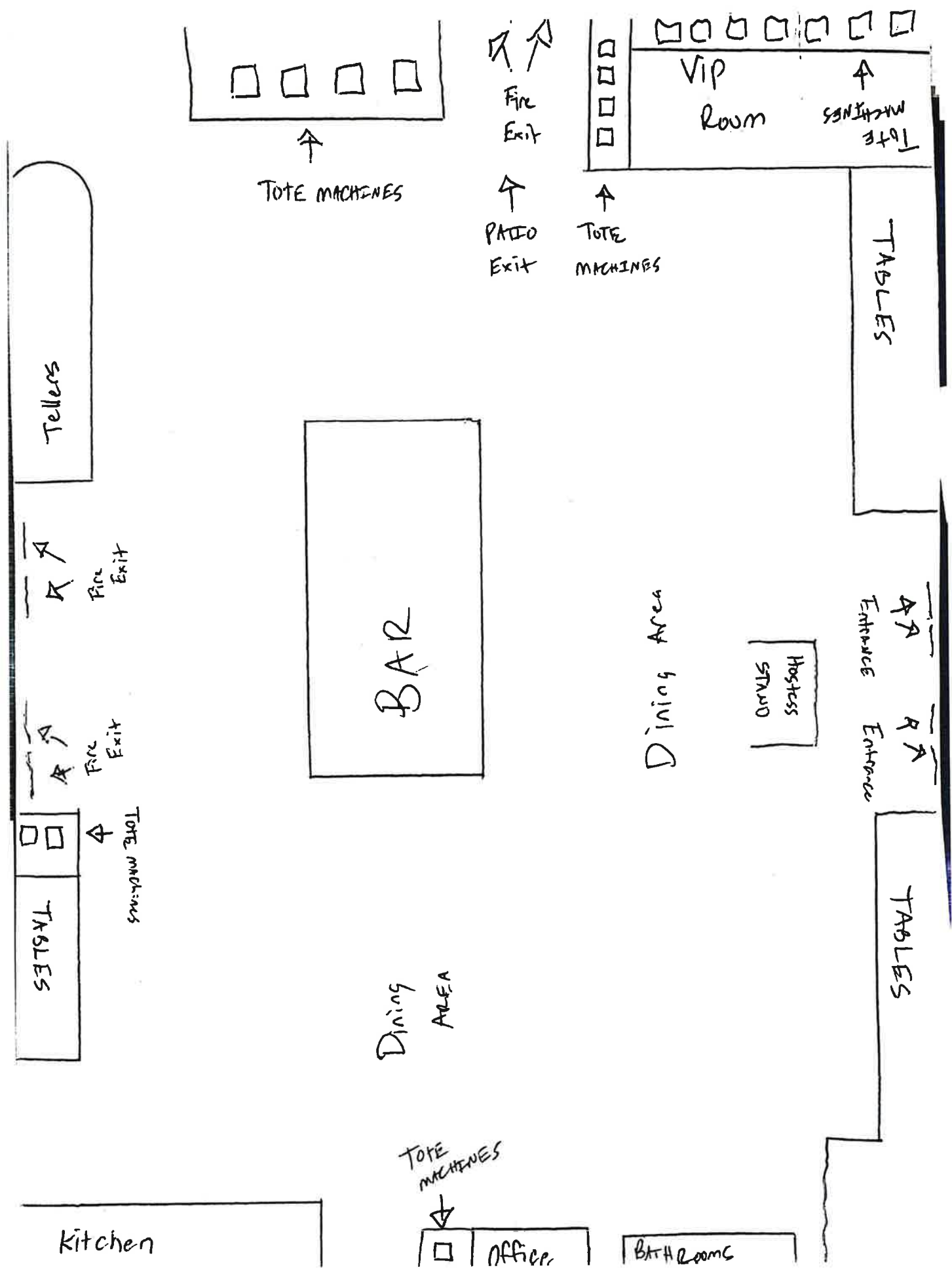
- E. The name of the person having responsibility for security controls at the facility is: Greg Zennedjian.
- F. The number of security officers and/or guards to be regularly employed at the facility is: 1-2 Full Time Guards.
- G. The police or sheriff's department having jurisdiction for criminal law enforcement over the premises of the facility is: Riverside County Sheriff
- H. Specify the name, address, and telephone number of the emergency ambulance service the applicant will utilize in event of illness or injury at the facility. 911
- I. Does the applicant propose to have emergency medical care available at the facility:
 Yes No If yes, describe.

6. EQUIPMENT PROVIDED BY THE GUEST ASSOCIATION

- A. Describe the television equipment (simulcast receivers, decoders, controls, monitors, etc.) to be utilized at the facility. Simulcast receivers, controls and monitors (tv's)
- B. Describe the public address equipment (controls, microphones, speakers, etc.) to be utilized at the facility. Controls and speakers.
- C. Attach a detailed scale plan of the facility indicating all points of access, emergency exits, and the placement of offices and food and beverage service locations.

7. PARI-MUTUEL EQUIPMENT AND WAGERING SERVICES

- A. Describe the pari-mutuel equipment, odds displays, modems or muxes, and method of data transmission to be utilized (include the number of pari-mutuel terminals to be on-site). Tote paramutual machines (3) Money Machines (14) Betting Machines
- B. Will the applicant be responsible for maintenance of the pari-mutuel equipment?
 Yes No
- C. Describe the method by which patron complaints regarding wagering operation and/or the facility or its employees may be filed. Posted CHRB Sign with Phone Number.



- K. Describe any other activities to be scheduled on or near the facility premises that may have a negative impact on available parking. N/A.

10. AGREEMENTS

- A. Fair applicants must attach the resolution of its governing body that determined that the conduct of simulcast wagering at its fair facility best serves the interest of the fair.
- B. Attach a copy of the agreement between the applicant and the (simulcast) organizations(s) that sets forth therein the duties of the respective parties.
- C. Attach a copy of the written consent of the horsemen's organization(s), if applicable, consenting to the acceptance of wagers at the facility. N/A.

NOTICES TO APPLICANT

Notice is given to the applicant that its application, if approved by the Board, authorizes the applicant to offer pari-mutuel wagering at its simulcast facility until notified otherwise.

Notice is also given that retention of and control over all moneys generated from pari-mutuel wagering held or conducted at the facility is the responsibility of the simulcast organization(s) that contract(s) to provide the pari-mutuel equipment and pari-mutuel employees and that such organization(s) is (are) responsible for its proper distribution in accordance with the law and the rules and regulations of the Board.

Notice is also given that CHRB rules 1870 and 1871 require that the Board be given 15 days' notice in writing of any intention to terminate operations, engagements, or services by any licensee, approved concessionaire, or approved service contractor.

11. DECLARATIONS

- A. All labor agreements, concession contracts, service contracts, horsemen's agreements, lease agreements, and agreements with the (simulcast) organization(s) necessary to conduct and operate the simulcast wagering program at the facility have been finalized, except as follows (if there are no exceptions, so state): NA
- B. 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) that remain in effect for the entire term of the approval, except as follows (if there are no exceptions, so state): NA
- C. Absent natural disasters or causes beyond the control of the applicant, its service contractors, concessionaires, or employees engaged at the facility, no reasons are believed to exist that may result in a stoppage to the conduct of

Resolution: 2026-01

RESOLUTION OF THE BOARD OF DIRECTORS OF THE 46TH DISTRICT AGRICULTURAL ASSOCIATION THAT THE CONTINUED OPERATION OF SATELLITE WAGERING ON THE PROPERTY BEST SERVES THE INTERESTS OF THE 46TH DISTRICT AGRICULTURAL ASSOCIATION

WHEREAS, the District is authorized by the California Horse Racing Board to operate on the District's property located at 18700 Lake Perris Dr. Perris, California 92571 (the "District's Premises") Satellite Wagering.

WHEREAS, the District has operated on its property Satellite Wagering since 2002, which operation allows patrons the opportunity to view and wager on horse racing broadcast from around the country; and

WHEREAS, the District operates Satellite Wagering throughout the year; and

WHEREAS the District generates approximately \$400,000 in gross revenue through its operation of Satellite Wagering on the property, which revenue strengthens the District's financial position; and

WHEREAS, the District's operation of Satellite Wagering increases year-round attendance and engagement at the District.

NOW, THEREFORE, BE IT RESOLVED that the District's operation of the Satellite Wagering facility serves the best interests of the District insofar as that operation provides a tremendous benefit to the District and its patrons.

CERTIFICATION

The undersigned **Chair of the Board of Directors of the District**, or her designee, of the District does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Board of Directors of the District held on February 25, 2026.



Cindy Palumbo

Dated: 2/25/26

Vice President, Board of Directors of the 46TH District Agricultural Association

pari-mutuel wagering at the facility or the withholding of any vital service to the applicant, except as follows (if there are no exceptions, so state): NA

12. 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 applicant to attest to this application on its behalf.

<u>Russell Vandenberg</u> Print Name	<u>[Signature]</u> Signature
<u>CEO</u> Print Title	<u>3/12/2024</u> Date