CALIFORNIA HORSE RACING BOARD
1010 Hurley Way, Suite 300
Sacramento, CA 95825
www.chrb.ca.gov
(916) 263-6000 Fax (916) 263-6042

NOTICE OF MEETING

Notice is hereby given that a meeting of the **California Horse Racing Board (CHRB/Board)** will be held on **Thursday, September 15, 2022,** commencing at **9:30 a.m.** at the **California Exposition and State Fair Grandstand, 1600 Exposition Boulevard, Sacramento,** California. The audio portion only of the California Horse Racing Board regular meeting will be available online through a link at the CHRB website (www.chrb.ca.gov) under "Webcasts."

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

AGENDA

Action Items:

1. **Approval of the minutes of July 14, 2022.**

2. **Approval of the minutes of August 17, 2022.**

3. **Presentation from the Race Dates Committee.**

4. Discussion and action regarding the **handling of racing meet license applications submitted without Race Meet Agreements (RMA) between the California Thoroughbred Trainers (CTT) and racing associations pursuant to CHRB Rule 2044, Agreements to be Filed**.

5. Discussion and action by the Board regarding the **Allocation of Racing Dates for racing year 2023.**

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

7. Discussion and action by the Board on the **Application for License to Conduct a Horse Racing Meeting of the Big Fresno Fair, at Fresno**, commencing October 5, 2022 through October 18, 2022, inclusive.

8. Discussion and action by the Board on the **Approval for the distribution from ADW market access fees for wagers placed by California residents on all live and imported races hosted by the Big Fresno Fair at Fresno for the period October 5,**

2022, through October 18, 2022, to be utilized to fund a California co-op marketing program as permitted under Business & Professions Code section 19604(f)(5)(E).

9. Discussion and action by the Board on the **Application for License to Conduct a Horse Racing Meeting of the Pacific Racing Association, at Golden Gate Fields**, commencing October 19, 2022 through December 20, 2022, inclusive.

10. Discussion and action by the Board on the **Application for License to Conduct a Horse Racing Meeting of the Del Mar Thoroughbred Club (T) at Del Mar**, commencing November 9, 2022 through December 6, 2022, inclusive.

11. Discussion and action by the Board regarding the **distribution of race day charity proceeds of WatchandWager.com, LLC., combined 2021-2022 race meetings** in the amount of $4,000 to five beneficiaries.

12. Discussion and action by the Board regarding the proposed **amendment of CHRB Rule 1500, Apprentice Jockey, and Rule 1619, Apprentice Allowance**, to align with current health and safety standards for jockeys.

13. Discussion and action by the Board regarding the proposed **amendment to CHRB Rule 1846.5, Postmortem Examination, and Rule 1846.6, Postmortem Examination Review**, to require a necropsy and necropsy review of horses that die or are euthanized within 72 hours of leaving a CHRB regulated facility.

14. Reports
    A. **Executive Director's Report.**

15. **Public Comment:** Communications, reports, requests for future actions of the Board. **Note:** During the public comment period, a total of thirty minutes will be allowed for public comments. After thirty minutes, no further comments will be accepted. Each person will be limited to two minutes.

16. **Closed Session:** For the purpose of receiving advice from counsel, considering pending litigation, reaching decisions on administrative licensing and disciplinary hearings, and personnel matters, as authorized by section 11126 of the Government Code.

    A. The Board may convene a Closed Session to confer with and receive advice from its legal counsel regarding the pending litigation described in the attachment to this agenda captioned "Pending Litigation," and as authorized by Government Code section 11126(e).

    B. The Board may convene a Closed Session to confer with and receive advice from its legal counsel regarding pending administrative licensing or disciplinary matters as authorized by Government Code section 11126(e).

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C. The Board may convene a Closed Session for the purposes of considering personnel matters as authorized by Government Code section 11126(a).

17. **Adjournment**.

Additional information regarding this meeting may be obtained from the CHRB Administrative Office, 1010 Hurley Way, Suite 300, Sacramento, CA 95825; telephone (916) 263-6000; fax (916) 263-6042. This notice is located on the CHRB website at www.chrb.ca.gov. *Information for requesting disability related accommodation for persons with a disability who require aid or services in order to participate in this public meeting, should contact Zachary Voss at information@chrb.ca.gov. Requests will be swiftly resolved by CHRB staff.

CALIFORNIA HORSE RACING BOARD
Gregory L. Ferraro, DVM, Chairman
Oscar Gonzales, Vice Chair
Dennis Alfieri, Member
Damascus Castellanos, Member
Brenda Davis, Member
Thomas C. Hudnut, Member
Wendy Mitchell, Member
Scott Chaney, Executive Director
Cynthia Alameda, Assistant Executive Director

Date of Notice: September 2, 2022

CALIFORNIA HORSE RACING BOARD
1010 HURLEY WAY, SUITE 300
SACRAMENTO, CA 95825
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PENDING ADMINISTRATIVE ADJUDICATIONS
SEPTEMBER 2022

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

CASE

A. Proposed Decision of Appeal
Owner Jerry Jamgotchian
Case Number: SAC 22-0033

CALIFORNIA HORSE RACING BOARD
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SACRAMENTO, CA 95825
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PENDING LITIGATION
SEPTEMBER 2022

COURT LITIGATION

A. Ruis Racing, LLC v. California Horse Racing Board
Superior Court of California, County of Los Angeles

B. Hollendorfer v. California Horse Racing Board
Superior Court of California, County of San Diego

C. Baltas v. California Horse Racing Board
Superior Court of California, County of Los Angeles

D. Baltas v. California Horse Racing Board (Et. al)
Superior Court of California, County of Los Angeles

E. Saldana v. California Horse Racing Board
Superior Court of California, County of San Diego

OTHER LITIGATION

F. In the Matter of the Accusation Against Jeff Blea
Case No. 4602021001570
Before the Veterinary Medical Board

CALIFORNIA HORSE RACING BOARD
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REGULAR BOARD MEETING MINUTES

Date and Time: **July 14, 2022 at 9:30 a.m.**

Location: **Del Mar Hilton**
15575 Jimmy Durante Blvd
Del Mar, California

Board Members Present: **Gregory Ferraro, Chairman**
Oscar Gonzales, Vice-Chairman
Brenda Washington Davis, Member
Thomas C. Hudnut, Member

Staff Members Present: **Scott Chaney, Executive Director**
Cynthia Alameda, Assistant Executive Director
Robert Brodnik, General Counsel

1. **APPROVAL OF THE MINUTES OF June 16, 2022.**

   Motion: To approve the minutes of June 16, 2022.
   Motioned/Seconded: Davis/Hudnut
   Roll call vote: Aye: Davis, Gonzales, Hudnut, Ferraro. **Nay:** None. **Motion carried.**
   Page 3 in the Board transcript.

2. REPORT FROM THE **MEDICATION, SAFETY AND WELFARE COMMITTEE**.

   Pages 3-8 in the Board transcript.

3. DISCUSSION AND CONSIDERATION TO **AMEND RULE 1420, DEFINITIONS, RULE 1846, RACING SOUNDNESS EXAMINATION, AND RULE 1846.1, VETERINARY RECORDS FOR HORSES SHIPPING INTO AN INCLOSURE TO RACE, AND ADD RULE 1846.2, TRAINING SOUNDNESS EXAMINATION, AND RULE 1846.3, VETERINARY AND TRAINING RECORDS FOR HORSES REQUIRING TRAINING SOUNDNESS EXAMINATIONS**, TO ADDRESS LARGE BONE INJURIES OCCURRING AFTER EXTENDED PERIODS BETWEEN A RECORDED WORK OR RACE, AND TO ALIGN WITH HISA REGULATIONS.

   Motion: To approve amendments to Board Rule 1420, Definitions, Rule 1846, Racing Soundness Examination, and Rule 1846.1, Veterinary Records for Horses Shipping into an Inclosure to Race, and additions of Rule 1846.2, Training Soundness Examination, and Rule 1846.3, Veterinary and Training Records for Horses Requiring Training Soundness Examinations. Additionally, to approve two changes to the presented language; first, that subsection 1846.3(a)(2) read “60” instead of “30”; and second, that subsection 1846.2(j)

provide that "All two-year-old horses who have never raced and never had a recorded work are exempt from all training soundness examinations required by a regulatory veterinarian, pursuant to this section. All training soundness examinations required by the attending veterinarian, pursuant to this section, shall be required".
Motioned/Seconded: Davis/Hudnut
Roll call vote: Aye: Gonzales, Davis, Hudnut, Ferraro. **Nay:** None. **Motion carried.**
Pages 8-21 in the Board transcript.

4. DISCUSSION AND ACTION BY THE BOARD ON THE **APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE PACIFIC RACING ASSOCIATION (II) AT GOLDEN GATE FIELDS**, COMMENCING AUGUST 24, 2022, AND CONTINUING THROUGH OCTOBER 4, 2022.

Motion: To approve the application for license to conduct a horse racing meeting of the Pacific Racing Association (II) at Golden Gate Fields, commencing August 24, 2022, and continuing through October 4, 2022, with the condition that the Pacific Racing Association (II) does not race horses for a claiming price less than $5,000 during the week of racing overlapped with the Humboldt County Fair, and while recognizing the 2019 Race Meet Agreement between the Pacific Racing Association (II) and the California Thoroughbred Trainers.
Motioned/Seconded: Gonzales/Hudnut
Roll call vote: Aye: Davis, Gonzales, Hudnut, Ferraro. **Nay:** None. **Motion carried.**
Pages 21-36 in the Board transcript.

5. DISCUSSION AND ACTION BY THE BOARD ON THE **APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE HUMBOLDT COUNTY FAIR AT FERNDALE**, COMMENCING AUGUST 17, 2022, AND CONTINUING THROUGH AUGUST 30, 2022**.**

Motion: To approve the application for license to conduct a horse racing meeting of the Humboldt County Fair at Ferndale, commencing August 17, 2022, and continuing through August 30, 2022.
Motioned/Seconded: Gonzales/Hudnut
Roll call vote: Aye: Davis, Gonzales, Hudnut, Ferraro. **Nay:** None. **Motion carried.**
Pages 36-49 in the Board transcript.

6. DISCUSSION AND ACTION BY THE BOARD REGARDING **APPROVAL OF AN AGREEMENT, PURSUANT TO CHRB RULE 1581, RACING SECRETARY TO ESTABLISH CONDITIONS, BETWEEN THE SONOMA COUNTY FAIR AND THE THOROUGHBRED OWNERS OF CALIFORNIA (TOC)** REGARDING ENTRY CONDITIONS AND SPECIFIED DRUG SUBSTANCES OR MEDICATIONS TO BE IMPLEMENTED BY THE SONOMA COUNTY FAIR DURING ITS 2022 RACE MEETING.

Motion: To approve the agreement, pursuant to CHRB Rule 1581, Racing Secretary to Establish Conditions, between the Sonoma County Fair and the Thoroughbred Owners of California regarding entry conditions and specified drug substances or medications to be implemented by the Sonoma County Fair during its 2022 race meeting.

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Motioned/Seconded: Davis/Ferraro
Roll call vote: Aye: Hudnut, Gonzales, Davis, Ferraro. **Nay:** None. **Motion carried.**
Pages 49-50 in the Board transcript.

7. DISCUSSION AND ACTION BY THE BOARD ON THE **APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE SONOMA COUNTY FAIR AT SANTA ROSA**, COMMENCING AUGUST 3, 2022, AND CONTINUING THROUGH AUGUST 16, 2022.

Motion: To approve the application for license to conduct a horse racing meeting of the Sonoma County Fair at Santa Rosa, commencing August 3, 2022, and continuing through August 16, 2022.
Motioned/Seconded: Davis/Hudnut
Roll call vote: Aye: Gonzales, Hudnut, Davis, Ferraro. **Nay:** None. **Motion carried.**
Pages 50-59 in the Board transcript.

8. DISCUSSION AND ACTION BY THE BOARD REGARDING AN **AMENDMENT TO THE APPLICATION FOR THE ADVANCE DEPOSIT WAGERING (ADW) PROVIDER GAME PLAY NETWORK, PURSUANT TO BOARD RULE 2072(I).**

Motion: To approve an amendment to the application for the Advance Deposit Wagering provider, Game Play Network, pursuant to Board Rule 2072(I).
Motioned/Seconded: Hudnut/Davis
Roll call vote: Aye: Gonzales, Davis, Hudnut, Ferraro. **Nay:** None. **Motion carried.**
Pages 60-61 in the Board transcript.

9. DISCUSSION AND ACTION BY THE BOARD REGARDING **CALIFORNIA THOROUGHBRED BREEDERS ASSOCIATION'S REQUEST FOR AUTHORIZATION OF ITS UPCOMING HORSE SALE AT ALAMEDA COUNTY FAIRGROUNDS IN PLEASANTON, CALIFORNIA**, PURSUANT TO CHRB RULE 1807, AUTHORIZED HORSE SALES.

Motion: To approve the California Thoroughbred Breeders Association's request for authorization of its upcoming horse sale at Alameda County Fairgrounds in Pleasanton, California, pursuant to CHRB Rule 1807, Authorized Horse Sales.
Motioned/Seconded: Hudnut/Davis
Roll call vote: Aye: Gonzales, Davis, Hudnut, Ferraro. **Nay:** None. **Motion carried.**
Pages 61-66 in the Board transcript.

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

Motion: To approve Fasig-Tipton's request for authorization of its upcoming horse sale at Fairplex in Pomona, California, pursuant to CHRB Rule 1807, Authorized Horse Sales.
Motioned/Seconded: Hudnut/Davis

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Roll call vote: Aye: Davis, Gonzales, Hudnut, Ferraro. **Nay:** None. **Motion carried.**
Pages 66-70 in the Board transcript.

11. EXECUTIVE DIRECTOR'S REPORT.

Pages 70-76 in the Board transcript.

12. PUBLIC COMMENT.

Page 76-85 in the Board transcript.

MEETING ADJOURNED AT 12:23 P.M.

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Proceedings of the Regular Meeting of June 16, 2022

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

_____	_____
Chairman	Executive Director

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REGULAR BOARD MEETING MINUTES

Date and Time: **August 17, 2022 at 12:30 p.m.**

Location: **Del Mar Hilton**
15575 Jimmy Durante Blvd
Del Mar, California

Board Members Present: **Gregory Ferraro, Chairman**
Oscar Gonzales, Vice-Chairman
Dennis Alfieri, Member
Wendy Mitchell, Member
Damascus Castellanos, Member

Staff Members Present: **Scott Chaney, Executive Director**
Cynthia Alameda, Assistant Executive Director
Robert Brodnik, General Counsel
Amanda Brown, Staff Counsel

1. **APPROVAL OF THE MINUTES OF JULY 14, 2022.**

   Tabled until the September 15, 2022, regular Board meeting.
   Page 3 in the Board transcript.

2. DISCUSSION AND ACTION BY THE BOARD REGARDING **APPROVAL OF AN AGREEMENT, PURSUANT TO CHRB RULE 1581, RACING SECRETARY TO ESTABLISH CONDITIONS, BETWEEN THE LOS ALAMITOS HORSE RACING ASSOCIATION (LARA) AND THE THOROUGHBRED OWNERS OF CALIFORNIA (TOC)**, REGARDING ENTRY CONDITIONS AND SPECIFIED DRUG SUBSTANCES OR MEDICATIONS TO BE IMPLEMENTED BY LARA AT THE LOS ALAMITOS RACETRACK.

   Motion: To approve the agreement, pursuant to CHRB Rule 1581, Racing Secretary to Establish Conditions, between LARA and the TOC, regarding entry conditions and specified drug substances or medication to be implemented by LARA at the Los Alamitos Racetrack.
   Motioned/Seconded: Gonzales/Alfieri
   Roll call vote: Aye: Castellanos, Mitchell, Gonzales, Alfieri, Ferraro. **Nay:** None. **Motion carried.**
   Pages 3-4 in the Board transcript.

3. DISCUSSION AND ACTION BY THE BOARD ON **THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE LOS ALAMITOS HORSE RACING ASSOCIATION (LARA) AT LOS ALAMITOS RACE COURSE**, COMMENCING SEPTEMBER 14, 2022 THROUGH SEPTEMBER 27, 2022, INCLUSIVE.

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Motion: To approve the application for license to conduct a horse racing meeting of LARA at Los Alamitos Race Course, commencing September 14, 2022, through September 27, 2022, inclusive.
Motioned/Seconded: Castellanos/Gonzales
Roll call vote: Aye: Alfieri, Gonzales, Mitchell, Castellanos, Ferraro. **Nay:** None. **Motion carried.**
Pages 4-9 in the Board transcript.

4. DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE LOS ANGELES TURF CLUB II (T), AT SANTA ANITA, COMMENCING SEPTEMBER 28, 2022 THROUGH NOVEMBER 8, 2022, INCLUSIVE.

Motion: To approve the application for license to conduct a horse racing meeting of the Los Angeles Turf Club II at Santa Anita, commencing September 28, 2022, through November 8, 2022, inclusive, conditioned on the recognition of the 2019 race meet agreement.
Motioned/Seconded: Gonzales/Mitchell
Roll call vote: Aye: Alfieri, Gonzales, Mitchell, Castellanos. **Nay:** Ferraro. **Motion carried.**
Pages 9-32 in the Board transcript.

5. DISCUSSION AND ACTION BY THE BOARD ON THE **APPROVAL FOR THE CONTINUATION OF A DISTRIBUTION FROM ADW MARKET ACCESS FEES FOR WAGERS PLACED BY CALIFORNIA RESIDENTS ON ALL LIVE AND IMPORTED RACES HOSTED BY THE SIGNATORY RACING ASSOCIATIONS FOR THE PERIOD AUGUST 1, 2022, THROUGH DECEMBER 31, 2022**, TO BE UTILIZED TO FUND A CALIFORNIA CO-OP MARKETING PROGRAM AS PERMITTED UNDER BUSINESS & PROFESSIONS CODE SECTION 19604(f)(5)(E)**.**

Motion: To approve the continuation of a distribution from ADW marked access fees for wagers placed by California residents on all live and imported races hosted by the signatory racing associations for the period August 1, 2022, through December 31, 2022, to be utilized to fund a California co-op marketing program as permitted under Business & Professions Code Section 19604(f)(5)(E).
Motioned/Seconded: Castellanos/Alfieri
Roll call vote: Aye: Castellanos, Mitchell, Gonzales, Alfieri, Ferraro. **Nay:** None. **Motion carried.**
Pages 32-35 in the Board transcript.

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

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Motion: To approve the nominated members to the board of directors of the California Thoroughbred Horsemen's Foundation, Inc., pursuant to CHRB Rule 2049(a), Designation and Approval of Horsemen's Welfare Fund.
Motioned/Seconded: Alfieri/Gonzales
Roll call vote: Aye: Mitchell, Gonzales, Alfieri, Ferraro. **Nay:** None. **Abstain:** Castellanos.
Motion carried.
Pages 35-37 in the Board transcript.

7. EXECUTIVE DIRECTOR'S REPORT.

Pages 37-40 in the Board transcript.

8. PUBLIC COMMENT.

Page 40-46 in the Board transcript.

MEETING ADJOURNED AT 1:40 P.M.

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Proceedings of the Regular Meeting of August 17, 2022

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

_____ _____

Chairman Executive Director

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Agenda Item 3

CALIFORNIA HORSE RACING BOARD

September 15, 2022

REGULAR BOARD MEETING

There is no board package material for Item 3

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Agenda Item 4

CALIFORNIA HORSE RACING BOARD

September 15, 2022

REGULAR BOARD MEETING

There is no board package material for Item 4

Agenda Item 5

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CALIFORNIA HORSE RACING BOARD

PROPOSED 2023 ALLOCATED RACE DATES

CALENDAR

Note: The allocation begins on the Wednesday prior to opening day and concludes on the Tuesday following closing day.

THOROUGHBRED MEETINGS - CENTRAL & SOUTHERN ZONES

Location	Allocated Dates *
Santa Anita	12/21/22 – 06/20/23
Del Mar	07/12/23 – 09/12/23
Los Alamitos	09/13/23 – 09/26/23
Santa Anita	09/27/23 – 11/07/23
Del Mar	11/08/23 –12/05/23
Los Alamitos	12/06/23 – 12/19/23

THOROUGHBRED MEETINGS - NORTHERN ZONE

Golden Gate Fields (PRAI)	12/21/22 – 06/13/23
Golden Gate Fields (PRAII)	08/23/23 – 10/10/23
Golden Gate Fields (PRAI)	10/25/23 – 12/19/23

QUARTER HORSE MEETINGS - STATEWIDE

Los Alamitos	12/21/22 – 12/19/23

HARNESS MEETINGS – STATEWIDE

Cal Expo	12/21/22 – 05/09/23
Cal Expo	11/01/23 – 12/19/23

FAIR MEETINGS - STATEWIDE

Alameda Fair at Pleasanton	06/14/23 – 07/11/23
L.A. County Fair at Los Alamitos	06/21/23 – 07/11/23
State Fair at Cal Expo	07/12/23 – 08/01/23
Sonoma Fair at Santa Rosa	08/02/23 – 08/15/23
Humboldt Fair at Ferndale	08/16/23 – 08/29/23
Big Fresno Fair at Fresno	10/11/23 – 10/24/23

* Date Block Allocation. Actual days of live racing are determined at the time applications are approved by the Board.

The 2023 Race Dates were allocated at the TBD regular meeting of the Board.

2023 Northern California Race Dates

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GG (PRAI) - Dec 21, 2021 - Jun 13; Oct 25 - Dec 19
Pleasanton - June 14 through July 11, 2023
Sacramento - July 12 through August 1, 2023
Sonoma - August 2 through August 15, 2023
Humboldt - August 16 through August 29, 2023
GG (PRAII) August 23 through October 10, 2023
Fresno - October 11 through October 24, 2023

	Wks
PRAI	33
Pleasanton	4
Sacramento	3
Sonoma	2
Humboldt	2
PRAII	7
Fresno	2

Total Weeks: 53

December 2022

Su	Mo	Tu	We	Th	Fr	Sa
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
						2

January

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
						4

February

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				
						4

March

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
						5

April

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						4

May

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
						5

June

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	
					1	3

July

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31				1	3

August

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
				2	2	2

September

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
						4

October

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
				1	2	1

November

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
						5

December

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						2

2023 Harness Race Dates

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W&W - December 21, 2022 through May 9, 2022
W&W - November 1 through December 19, 2023

	Wks
W&W	27

Total Weeks: 27

December 2022						
Su	Mo	Tu	We	Th	Fr	Sa
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
						2

January						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
						4

February						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				
						4

March						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
						5

April						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						4

May						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
						1

June						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
						5

December						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						2

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SANTA ROSA WINE COUNTRY RACING

September 7, 2022

Hon. Oscar Gonzales
Chair, Racing Dates Committee
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

Dear Chairman Gonzales,

Prior to 2018, Sonoma County Fair was allocated three weeks of racing during the summer fair circuit. For 2023, we propose the return of our third week of racing. Our meet would begin on July 26th and end on August 15th (see attached calendar). The first week's racing would run concurrent with livestock shows and festival entertainment, and the final two weeks of racing would run with the full fair.

We have argued for an additional week of racing for a number of years, without success. We believe that our arguments are sound, and that they worth making again.

- Our on-track attendance and handle have consistently been higher than those in Sacramento. This year we had an on-track attendance increase of 17.6% over our last fair meet in 2019. Sonoma County residents continue to support live racing. Strong attendance is important in creating new race fans, which has always been a goal of the racing fairs.
- On average, Sonoma County Fair generates higher purses than any other fair. We feel that a three week meet will further strengthen purse generation and allow us to continue to pay some of the highest purses in the fair circuit.
- The Sonoma County Fair made a significant investment in Fair racing by installing a turf course; the only one in the Northern California fair racing circuit. To ensure the utmost safety of our horses and jockeys, we have added a new state-of-the-art Duralock turf rail. A three week meet will help Santa Rosa continue to fund facility improvements and maintain its level of excellence.
- The horsemen have expressed to management that they would like to run for three weeks again in Santa Rosa. More specifically, they have commented on the excellent condition and safety of both our dirt and turf surfaces, the quality of facility accommodations, and the temperate climate that is more like that of Golden Gate Fields.

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And finally, it is our understanding that Golden Gate Fields will again close for a portion of the summer in 2023. Sonoma County Fair would be interested in looking at the feasibility of opening as a second stabling and training facility.

Sincerely,

Rebecca Bartling
CEO, Sonoma County Fairgrounds
Wine County Racing

CC: Scott Chaney, Executive Director CHRB

Attachments: Proposed Racing Calendar 2023

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Sonoma County Fair - 2023 Proposal for Racing Dates

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

August						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15				

Dates with traditional Fair
Dates w/ non-traditional Fair & Ag Events

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JAMES R. MORGAN, *Special Counsel*

HUMBOLDT COUNTY FAIR ASSOCIATION
1250 5th Street
Ferndale, California 95536
Telephone: (925) 947-0200
Facsimile: (925) 934-6092
Email: james@morgan4law.com

September 9, 2022

RACING DATES COMMITTEE
Oscar Gonzales, Chairman
Wendy Mitchell, Member
Damascus Castellanos, Member
Scott Chaney, Executive Director
Cynthia Alameda, Assistant Executive Director

Re: Humboldt County Fair Plea to End Overlap Race Dates in 2023, for our 127th year of Hosting Live Racing

Dear Members of the Racing Dates Committee:

On behalf of the people of Humboldt County, the live racing fans of Northern California and for the betterment of the sport, we respectfully request that 2023 be the year that the CHRB recognizes two inescapable realities:

1. Declining horse populations cannot support two venues running at the same time in the same region, and;

2. Given rising costs and need to offer competitive purse structures, no live race meet in California can self-sustain without host status commissions and the corresponding contributions toward purses.

Overlap Targets HCF by Luring Horses Competing on Fair Circuit.

During the overlapped weekend, GGF ran 158 horses that had previously made a start. Of those, 137 had run their last race on the Fair Circuit. Those horses comprised 87% of the GGF entries during the overlapped week and raced at other fairs but bypassed HCF due to the overlap.

As a result, HCF had 14 races with 4 horses, twice as many as 2021. Four horse fields eliminate handle for exotic and show wagers. Racing without overlap would increase the number of horses migrating to HCF and reduce small field sizes.

Humboldt remains an important gateway for new owners, trainers, and horses from Oregon and those new to the sport. Eclipse award winning owners (Allen Aldrich) and breeders (Steve Coburn) started out at the HCF and remain staunch supporters. Nationally prominent track announcers Frank Mirahmadi and Chris Griffin honed their craft from the Ferndale announcer's booth.

Live Racing Fosters New Fans, Owners, and Interest in the Sport.

Our HCF published attendance numbers for overlapped Saturday, August 28, 2022, were 5,016 (see attached chart). There were over 7,000 paid admissions and an additional 2,500 in VIP Pass Admissions. The fans overflowed and the energy was palpable.

That same GGF day, August 28, 2022, their published attendance was 807 (see attached chart).

On the overlapped Sunday, August 29, 2022, our HCF attendance was listed as "unavailable". However, the stands were again overflowing, the 9-race card was exciting to all in attendance. Handle was up nearly 70% from the day before (see attached chart).

For the three days of overlap GGF had published attendance of 351 (8/26/22), 807 (8/27/22) and 510 (8/28/22) for a total of 1,668 for three days. HCF eclipsed that cumulative attendance number each and every day, separately, during the overlap period.

It is compelling to look at the attached pictures from the live racing at the HCF during the overlap period in contrast to live pictures of the lack of crowd at GGF during the overlap (see attached photos).

Financial Necessity Mandates All Meets Race Without Overlap.

All other meets in the State race without any overlap in their region. Costs of conducting live racing, labor, insurance, maintenance, and insurance continue to rise.

CARF expenses to HCF are the same as they are to Alameda, Fresno and Sacramento Fairs. There is no relief from those expenses during our week with overlap.

AB 763 monies are insufficient to put a dent in those costs.

Every other California race meet relies on host status to cover those expenses.

This 127-year-old tradition needs to be perpetuated and deserves your consideration for having both weeks without overlap. The community is sustained by the fair related revenue and racing fans, new and old alike, and the region should not be left without a live racing venue.

In Mitigation, GGF Now has the Most Lucrative Betting Weekend of the Summer.

Beginning in 2022, Del Mar moved its Pacific Classic weekend to Labor Day, a weekend when GGF races without overlap. Previously the Pacific Classic was during the HCF meet. This should make up for any revenue lost by GGF for no longer sharing a week with HCF.

The Community Has Been Tenacious about Sustaining Live Racing and their Facility.

Live racing is vital to the Humboldt County economy. Sponsors, racing fans and individuals raised well over $80,000 through the Ferndale Jockey Club and other fund-raising efforts to make up for their losses in conducting a live meet with overlap. Those monies were invested in assisting trainers with horse transportation, licensing, insurance, and racing incentives to supplement the fair horses electing to run at GGF during the overlap.

This locally sponsored fund contributed $7,000 for a quarter horse stakes race, $2,000 for each maiden race and $2,000 for a non-winner in 2022 race. Attending horsemen, and their staff were treated to a fish fry, BBQ and received VIP status allowing them to feast on a lavish spread provided each race day in a designated VIP area.

The track, once again, was in impeccable condition, with no break down or incidents. Investments have been made to improve the stables, paddock, Winner's Circle, safety railings, and other improvements to ensure the quality of the facility going forward.

This should be the year that the CHRB takes the appropriate step of allowing HCF two weeks without overlap and with host status. The HCF cannot sustain with rising prices and an overlapped week where their expenses greatly exceed their revenue. The five remaining live racing fairs are important to the future of racing in the Northern California region. When HCF races without overlap, it contributes over $200,000 per week to the CARF consolidated purse fund. Those funds are crucial to sustaining each of the remaining CARF fairs.

No live racing community has done more, per capita, than the supporters of the HCF, and yet, no live racing venue is more at risk solely due to the antiquated policy of allowing GGF to run a week in overlap with the HCF. Perpetuation of a racing schedule that allows any regional

overlap makes no economic sense and unnecessarily hastens the closure of the 127 year live racing tradition in Ferndale.

Your careful consideration of our request is critically important to the future of live racing in Humboldt County and in the four other remaining racing fairs as well. It would be our fervent desire that sometime, someway, each of you could experience the incomparable magic of a live race day at Ferndale. It remains the last boutique venue in California for live racing as it was always meant to be.

Respectfully submitted,

James R. Morgan
Special Counsel
HUMBOLDT COUNTY FAIR ASSOCIATION
Telephone: (925) 947-0200
Facsimile: (925) 934-6092
james@morgan4law.com

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HCF PHOTOS

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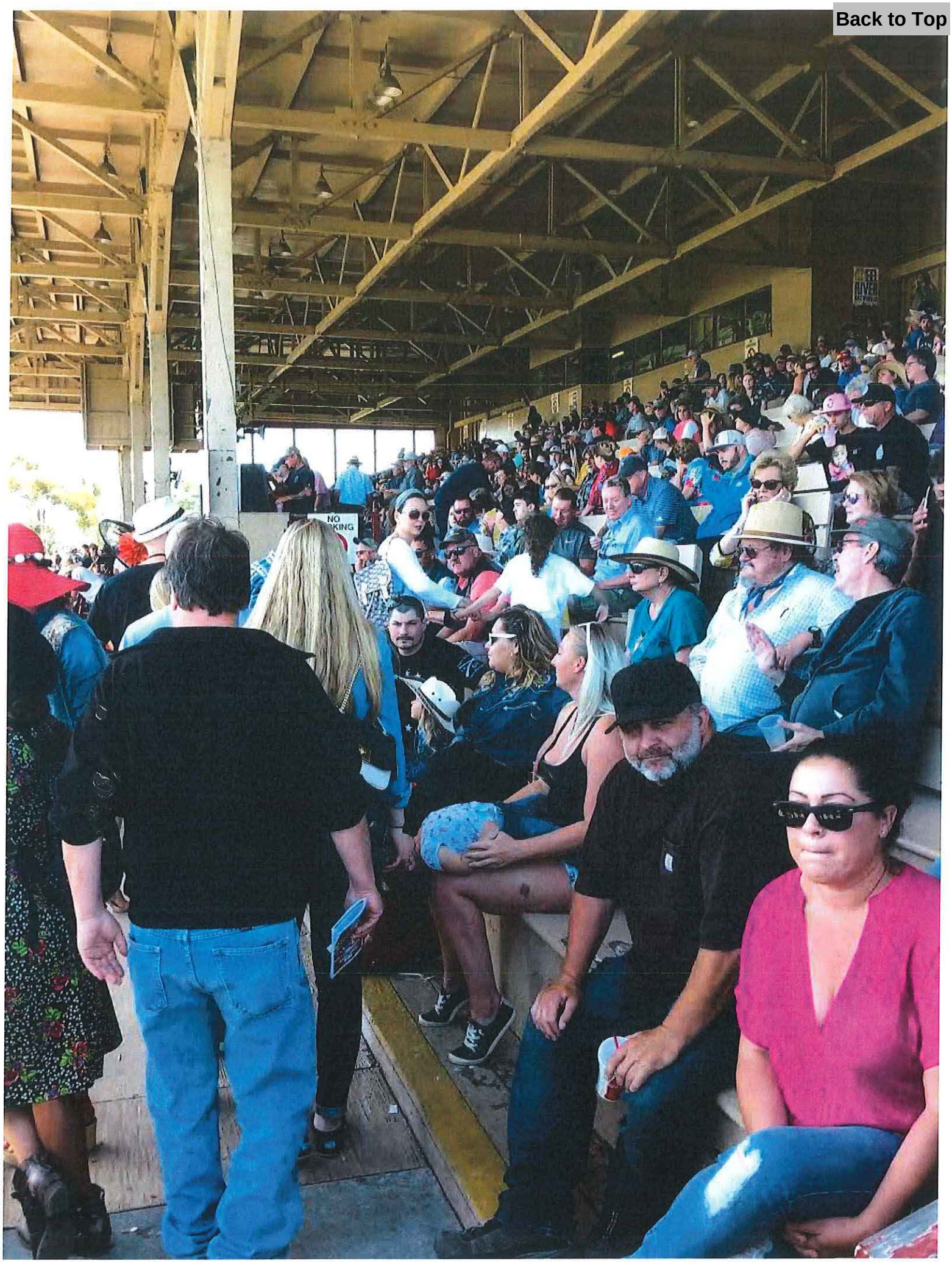

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HCF CHARTS

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SEVENTH RACE
Ferndale
AUGUST 27, 2022

5 FURLONGS. (.57) ALLOWANCE. Purse $15,000 (plus $2,940 CBOIF – California Bred Owner Fund) FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NOT WON $15,000 IN 2022. Three Year Olds, 122 lbs.; Older, 126 lbs.

Value of Race: $19,740 Winner $11,700; second $3,900; third $2,340; fourth $900; fifth $450; sixth $450. Mutuel Pool $38,272.00 Exacta Pool $14,288.00 Trifecta Pool $11,504.00 Superfecta Pool $5,324.00

Last Raced	Horse	M/Eqt.	A.	Wt	PP	St	3/16	3/8	Str	Fin	Jockey	Odds $1
13Aug22 8SR7	Strike It Lucky	L bf	5	126	3	4	5¹	3½	2¹	1hd	Goodgame R	1.60
21Aug22 6Fer3	Debt Monger	L bf	5	126	6	6	6	4²	3hd	2¾	Gonzalez O O	6.40
17Jly22 3Sac1	Dumb Luck	L	6	119	1	1	2²	2¹½	4¹½	3¹¼	Rodriguez J E7	2.70
11Aug22 5Til1	Starboard List	L b	6	126	2	2	1hd	1²	1hd	4½	Smith T E	6.50
5Aug22 1SR4	Stanford Bay	L b	3	122	4	3	3¹	5²	5²½	5¾	Garcia E	5.00
5Aug22 1SR3	Rhodium Runner	L b	3	122	5	5	4hd	6	6	6	King M	6.80

OFF AT 5:29 Start Good. Won driving. Track fast.

TIME :23³, :48¹, 1:01³ (:23.60, :48.31, 1:01.61)

$2 Mutuel Prices:

3 – STRIKE IT LUCKY	5.20	3.60	2.40
7 – DEBT MONGER		5.60	3.00
1 – DUMB LUCK			3.20

$1 EXACTA 3–7 PAID $11.30 $1 TRIFECTA 3–7–1 PAID $42.60 10 CENT SUPERFECTA 3–7–1–2 PAID $9.92

Dk. b or br. g, (Mar), by Lucky Pulpit – Heat Striker, by Unusual Heat. Trainer Guerrero Emilio. Bred by Mr & Mrs Larry D Williams (Cal).

STRIKE IT LUCKY was outsprinted, tracked the pace, rallied three wide on the second turn, got to terms, was engaged by the runner up and dug in determinedly to get the nod. DEBT MONGER had no speed, circled rivals four wide while rallying on the second turn, got to terms with the winner, battled but missed. DUMB LUCK hustled along early, got outsprinted down the backstretch, pressed to the second turn, was outkicked to the stretch and finished evenly. STARBOARD LIST was sent for speed, got fanned out to the four path to the backstretch, edged away to the second turn then saved ground but tired in the final furlong. STANFORD BAY tracked the pace for three furlongs, shifted off the rail on the second turn but lacked a closing response. RHODIUM RUNNER was four wide to the backstretch, trailed to the stretch and did not rally.

Owners– 1, Boardshorts Stables LLC; 2, Aquino Angela M; 3, Scott Leon; 4, Harshman Loegan; 5, Orta J Roque and Orta Luciano; 6, Greiner Renee

Trainers– 1, Guerrero Emilio; 2, Aquino Angela M; 3, Howey Quinn; 4, Maelfeyt Bruno; 5, Ramos Jesus; 6, Greiner Gary

Scratched– Lemon Zinger (14Aug22 9SR ©

$1 Pick Three (3–1–3) Paid $77.30 ; Pick Three Pool $3,200 .
$2 Daily Double (1–3) Paid $49.20 ; Daily Double Pool $2,596 .
50 CENT Pick Four (2/4–3–1–3/4) Paid $67.65 ; Pick Four Pool $8,573 .
50 CENT Pick Five (1–2/4–3–1–3/4) 5 Correct Paid $221.55 ; Pick Five Pool $5,910 .
20 CENT Pick 6 Jackpot (3–1–2/4–3–1–3/4) 6 Correct Paid $312.16 ; Pick 6 Jackpot Pool $14,572 Carryover Pool $220,155.
20 CENT Super High Five Jackpot (3–7–1–2–5) Paid $35.62 ; Super High Five Jackpot Pool $1,200 Carryover Pool $6,625.

Attendance: 5,016 Mutuel Pool: $389,397.00

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NINTH RACE

Ferndale

AUGUST 28, 2022

1⅝ MILES. (2.44³) C. J. HINDLEY HUMBOLDT COUNTY MARATHON H. Purse $20,000 (plus $3,150 Other Sources) FOR THREE YEAR-OLDS AND UPWARD. By subscription of $50 to accompany the nomination, $200 additional to enter. $500 to Supplement by noon, Wednesday, August 24, 2021. With $20,000 Guaranteed, of which 60% to the winner, 20% to second, 12% to third, 6 % to fourth and 2% to fifth. Weights Wednesday, August 24, 2022. Starters to be named through the entry box in the usual manner. High Weights Preferred.

Value of Race: $23,150 Winner $14,200; second $4,000; third $2,400; fourth $1,200; fifth $450; sixth $450; seventh $450. Mutuel Pool $58,108.00 Exacta Pool $25,315.00 Trifecta Pool $25,573.00 Superfecta Pool $17,330.00

Last Raced	Horse	M/Eqt.	A.	Wt	PP	¼	½	1	1⅜	Str	Fin	Jockey	Odds $1
14Aug22 9SR2	Mount Pelliar	b	4	123	4	5²	5²	5⁶	4½	3hd	1¹	King M	8.50
5Aug22 7Dmr6	Honos Man	bf	6	126	2	6½	6 1½	4hd	3¹	1 1½	2nk	Rodriguez J E	1.90
24Jly22 3Sac4	Agent Zero	b	6	121	7	3 2½	3½	2²	5⁸	5⁵	3¾	Flores Pablo	18.60
7Aug22 1SR2	Wine and Whisky	b	5	123	1	4½	4hd	3²	2 1½	4 2½	4 2¼	Monroy F	5.70
18Aug22 2Dmr4	Colonelsdrktemper	f	8	126	3	1¹	1 1½	1½	1½	2hd	5 4¾	Figueroa O	1.10
14Aug22 4SR4	Canyon Crest		5	121	6	7	7	6³	6⁸	6²⁰	6⁴⁰	Smith T E	15.90
19Aug22 6Fer5	Lono		5	120	5	2hd	2¹	7	7	7	7	Goodgame R	25.90

OFF AT 6:22 Start Good. Won driving. Track fast.

TIME :51³, 1:18², 1:45⁴, 2:13⁴, 2:40, 2:54 (:51.72, 1:18.59, 1:45.80, 2:13.81, 2:40.17, 2:54.04)

$2 Mutuel Prices:

4 – MOUNT PELLIAR	19.00	6.20	3.40
2 – HONOS MAN		3.40	2.60
7 – AGENT ZERO			8.80

$1 EXACTA 4–2 PAID $24.90 $1 TRIFECTA 4–2–7 PAID
$473.50 10 CENT SUPERFECTA 4–2–7–1 PAID $121.95

Dk. b or br. g, (Mar), by Declaration of War – Hurrican Source–Ire, by Hurricane Run–Ire. Trainer Greiner Gary. Bred by Edward P Swyer & Allen Stable Inc (Ky).

MOUNT PELLIAR was unhurried to the stretch the second turn but was caught in some traffic and had to check, again settled to the final turn then ralllied four wide to the stretch, continued to respond and edged clear late. HONOS MAN had no speed, saved ground on the final bend, pushed to the front into the stretch then could not stall the winner. AGENT ZERO tracked the pace for a mile, bid two wide to the stretch but was outkicked to mid stretch then stayed on determinedly. WINE AND WHISKY was allowed to settle for a mile, bid two wide on the final turn but could not make an impact in the drive. COLONELSDARKTEMPER set the pace for a mile and a quarter, resisted to the stretch then tired. CANYON CREST had no speed, saved ground on all the turns but lacked a closing response. LONO pressed the pace for a mile then gave way, stopped, was eased but walked off.

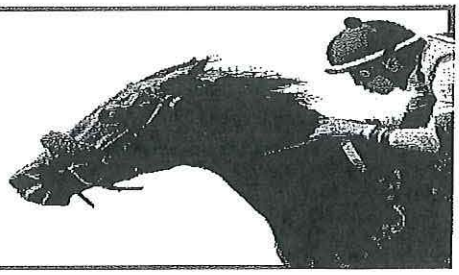
Owners– 1, Greiner Renee; 2, Scott Leon; 3, Branch William A; 4, Fernandez Robert Tamayo Isidro and Tipton John; 5, Herbertson Scott; 6, Martin Jill A; 7, Williams Gabriel A

Trainers– 1, Greiner Gary; 2, Howey Quinn; 3, Meier Monty R; 4, Tamayo Isidro; 5, Wong Jonathan; 6, McDonald Melanie W; 7, Williams Gabriel A

$2 Daily Double (4–4) Paid $22.00 ; Daily Double Pool $5,387 .
$1 Pick Three (1–4–4) Paid $516.70 ; Pick Three Pool $6,203 .
50 CENT Pick Four (5–1–4–4) Paid $2,615.55 ; Pick Four Pool $13,953 .
50 CENT Pick Five (2/6–5–1–4–4) 5 Correct Paid $11,493.35 ; Pick Five Pool $15,329 .
20 CENT Pick 6 Jackpot (1–2/6–5–1–4–4) 6 Correct Paid
$7,398.22 ; Pick 6 Jackpot Pool $49,350 Carryover Pool $242,350.
20 CENT Super High Five Jackpot (4–2–7–1–3) Paid $69.28 ;
Super High Five Jackpot Pool $5,486 Carryover Pool $9,092.

Attendance: Unavailable Mutuel Pool: $565,550.00

DRF Bets
$200 DEPOSIT MATCH
& FREE FORMULATOR



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GGF PHOTOS

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GGF CHARTS

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NINTH RACE

Golden Gate

AUGUST 27, 2022

6 FURLONGS. (1.08¹) MAIDEN CLAIMING . Purse $13,500 (plus $1,980 Other Sources) FOR MAIDENS, FILLIES AND MARES THREE YEARS OLD AND UPWARD. Three Year Olds, 122 lbs.; Older, 125 lbs. Claiming Price $8,000.

Value of Race: $15,480 Winner $8,100; second $2,700; third $1,620; fourth $810; fifth $450; sixth $450; seventh $450; eighth $450; ninth $450.
Mutuel Pool $113,983.00 Exacta Pool $80,577.00 Trifecta Pool $67,318.00 Superfecta Pool $55,884.00 Super High Five Pool $6,374.00

Last Raced	Horse	M/Eqt.	A.	Wt	PP	St	¼	½	Str	Fin	Jockey	Cl'g Pr	Odds $1
6 Aug22 1SR2	Kerrygold Lady	L	3	122	8	1	2¹	2¹	2²½	1hd	Monroy F	8000	1.10
29Jly22 3Sac2	Mistical Surprise	L bf	4	125	7	2	1¹	1¹	1¹	2⁴	Martinez C	8000	9.40
31Jly22 7Sac4	Cal Rough	L b	4	125	4	6	5hd	5²	4¹	3¾	Terrero P M	8000	6.00
31Jly22 7Sac2	Big Fame	L b	3	122	6	9	8¹	7¹	5²	4¹½	Herrera C	8000	3.50
29Jly22 3Sac4	Pete's Inferno	L b	5	125	1	4	3½	3¹	3¹	5³¼	Flores P	8000	16.00
1Jly22 8Pln7	Daddy'sfavoriteson	L	3	122	5	7	9	8¹	6½	6²¼	Antongrgi III W	8000	16.30
7Aug22 4SR3	Quitchersnivelin	L f	3	122	9	5	6¹	6²	7¹	7⁴¾	Gomez A	8000	11.20
13Aug22 2SR6	April Affair	L b	3	122	2	8	7¹	9	8¹½	8²¼	Orozco I	8000	54.20
31Jly22 7Sac6	Bella Vino	b	3	122	3	3	4²½	4¹	9	9	Roman E A	8000	14.80

OFF AT 5:57 Start Poor. Won driving. Track fast.
TIME :22³, :46², :59, 1:11⁴ (:22.73, :46.57, :59.05, 1:11.86)

$2 Mutuel Prices:

8 – KERRYGOLD LADY	4.20	3.60	3.00
7 – MISTICAL SURPRISE		6.00	4.20
4 – CAL ROUGH			3.80

$1 EXACTA 8–7 PAID $12.30 50 CENT TRIFECTA 8–7–4 PAID $36.50 10 CENT SUPERFECTA 8–7–4–6 PAID $14.81 $1 SUPER HIGH FIVE 8–7–4–6–1 PAID $303.00

B. f, (Apr), by Cat Burglar – Prospecting Peg , by Fusaichi Pegasus . Trainer France Reid. Bred by Richard Barton Enterprises (Cal).

KERRYGOLD LADY broke well and settled in a comfortable position outside of pacesetter MISTICAL SURPRISE, moved up to challege passing the quarter pole, encountered a determined foe, battled the length of the stretch and prevailed in the final strides. MISTICAL SURPRISE was away quickest of all, set a reasonable pace, was challenged by KERRYGOLD LADY at the top of the stretch, appeared to hold that one at bay but came up just short in a game effort. CAL ROUGH was off slow, then bumped a few strides out of the gate by DADDY'SFAVORITESON, found a good spot in the two path to the turn while making steady progress towards the leaders down the backstretch, awaited room around the turn, finally found a hole turning for home and keep on with some interest to gain third. BIG FAME lost her path at the start and was off slowly, chased from the rear to the turn, improved position three wide nearing the quarter marker, rallied in upper stretch and continued that bid into the final stages to challenge for third. PETE'S INFERNO ducked in at the start and bothered APRIL AFFAIR leaving the break, raced close to the pace to the turn, steadied off of heels inside of the three furlong marker, was outkicked in upper stretch and weakened in the final stages. DADDY'SFAVORITESON was crowded at the start and lacked early speed, improved position four wide on the turn, continued that advance while seven wide in upper stretch but could not sustain that run and flattened out late. QUITCHERSNIVELIN broke out at the start, chased outside of rivals on the turn, lost position while six wide in upper stretch and gave way late. APRIL AFFAIR was off a bit slow, steadied shortly thereafter when bothered by PETE'S INFERNO, kept to the inside path but had nothing to offer when asked. BELLA VINO chased the early leaders and was in good position around the turn but stopped after a half.

Owners– 1, France Reid and Lagattuta Francis; 2, Anderson Carol; 3, Landeros Jorge T; 4, LeucadiaLand Stables LLC; 5, S Tsujimoto LLC; 6, BG Stables; 7, Mason Brett; 8, Barclay Rozamund; 9, Williamson Racing LLC

Trainers– 1, France Reid; 2, Tamayo Isidro; 3, Trujillo Victor M; 4, Steiner Jack; 5, Moger Ed Jr; 6, Sherman Steve M; 7, Taylor Faith; 8, Offield Duane; 9, France Reid

$2 Daily Double (3–8) Paid $16.00 ; Daily Double Pool $10,915 .
50 CENT Pick Three (6–3–8) Paid $8.25 ; Pick Three Pool $18,200 .
50 CENT Pick Four (7–6–3/4–8) Paid $43.85 ; Pick Four Pool $42,764 .
50 CENT Pick Five (6–7–6–3/4–8) 5 Correct Paid $98.75 ; Pick Five Pool $34,262 .
20 CENT Pick 6 Jackpot (5–6–7–6–3/4–8) 6 Correct Paid $57.94 ; Pick 6 Jackpot Pool $9,640 Carryover Pool $3,167.

Attendance: 807 Mutuel Pool: $2,095,616.00

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EIGHTH RACE
Golden Gate
AUGUST 28, 2022

6 FURLONGS. (1.08¹) ALLOWANCE. Purse $31,000 (plus $9,300 CBOIF – California Bred Owner Fund) FOR THREE YEAR OLDS AND UPWARD WHICH HAVE NEVER WON $15,000 ONCE OTHER THAN MAIDEN, CLAIMING, STARTER, OR STATE BRED OR WHICH HAVE NEVER WON TWO RACES. Three Year Olds, 122 lbs.; Older, 125 lbs. Non-winners Of Two Races Since June 1 Allowed 2 lbs. A Race Since Then Allowed 4 lbs. (Maiden, Claiming And Starter Races For $20,000 Or Less Not Considered In Allowances) (Cal-Bred Or Cal-Sired Horses That Have Won The Open First Condition Allowance Race In Northern California Must Carry An Additional 2 lbs.).

Value of Race: $40,534 Winner $24,180; second $9,060; third $3,720; fourth $2,418; fifth $806; sixth $450; seventh $450; eighth $450. Mutuel Pool $116,739.00 Exacta Pool $66,619.00 Trifecta Pool $51,046.00 Superfecta Pool $42,943.00 Super High Five Pool $8,077.00

Last Raced	Horse	M/Eqt.	A.	Wt	PP	St	¼	½	Str	Fin	Jockey	Odds $1
17Jly22 6Sac5	Playing Hardball	L b	4	123	1	7	7¹	7²	6²½	1¹¼	Antongrgi III W	36.70
5Aug22 8SR4	Handsome Gary	L b	6	121	8	6	6²	6¹	4hd	2no	Martinez C	3.90
31Jly22 9Sac1	Great Story	L b	4	123	7	1	1¹	1hd	1¹½	3½	Rivera S	16.10
10Jun22 8GG5	Runkerry	L b	5	127	2	3	3hd	3¹	3½	4¹¼	Roman E A	16.60
20May22 6GG3	Murphys Tiger	L f	4	127	5	5	5²	4½	5½	5no	Alvarado F T	1.20
13Aug22 5SR1	Bobby's Alibi	L	4	123	6	8	8	8	7⁵	6³¾	Orozco I	7.30
5Aug22 8SR1	Quantum Quest	L b	4	123	3	2	2½	2¹½	2¹	7¹¹¾	Espinoza A	2.60
17Jly22 2Sac1	Royal Jester	L b	4	123	4	4	4hd	5²	8	8	Herrera C	38.70

OFF AT 5:23 Start Poor. Won driving. Track fast.
TIME :21⁴, :44¹, :56⁴, 1:10 (:21.87, :44.34, :56.89, 1:10.05)

$2 Mutuel Prices:

1 – PLAYING HARD BALL	75.40	21.40	15.40
9 – HANDSOME GARY		5.00	3.40
8 – GREAT STORY			7.40

$1 EXACTA 1-9 PAID $229.30 50 CENT TRIFECTA 1-9-8 PAID $1,077.40 10 CENT SUPERFECTA 1-9-8-3 PAID $986.35 $1 SUPER HIGH FIVE NO WINNING TICKETS, CARRYOVER $7,638.00

Dk. b or br. g, (Feb), by Hard Spun – Pamona Ball, by Pleasantly Perfect. Trainer Bonde Jeff. Bred by Premier Thoroughbreds LLC (Cal).

PLAYING HARDBALL stumbled at the start and was off a step slowly, settled off of the quick early pace, came two wide along the turn, slipped inside in upper stretch, gained ground nearing the furlong marker, closed fast along the rail in the final sixteenth and was up in time to prevail. HANDSOME GARY chased the quick early pace outside of rivals, swung five wide into upper stretch, was outfinished by the winner in the final stages but finished well in the end to get up for second. GREAT STORY broke alertly and was sent to the early lead, was engaged by QUANTUM QUEST nearing the turn and dueled with that rival through quick fractions to the quarter marker, shook free in mid-stretch but could not hold off the oncoming top two late and was just edged for second in the end while holding on for third. RUNKERRY raced close to the early pace, tracked the quick pace through the turn, lost ground in upper stretch, was outkicked in the final furlong and was just edged out for the minor awards. MURPHYS TIGER was off slowly, chased the pace to the turn, lost ground three wide nearing the quarter marker and did not offer a late rally. BOBBY'S ALIBI broke out at the start, checked in tight quarters soon after the break and dropped back to trail early on, chased three wide through the turn, swung five wide into upper stretch and showed good late interest while unable to threaten at the end. QUANTUM QUEST was sent after the early lead and dueled with GREAT STORY through the turn while setting fast fractions, lost ground to that rival in mid-stretch and weakened in the final stages. ROYAL JESTER hopped at the start and was off a step slowly, raced between rivals while tracking the quick early pace, lost position on the turn, dropped back in upper stretch and tired in the final furlong.

Owners– 1, Del Secco DCS Racing; 2, Sosa Manuela F; 3, Hunsucker Lester Paredes Jose and Trujillo Victor; 4, Barclay Rozamund; 5, Jethorse LLC; 6, Jones Robert G; 7, TKO Stables Auyeung Nin Earley Brian Forristall Dino and McLean Bill; 8, Victory Rose Thoroughbreds Inc

Trainers– 1, Bonde Jeff; 2, Rivera Leobardo; 3, Trujillo Victor M; 4, Haley Gloria; 5, McCanna Tim; 6, Taylor Faith; 7, McLean Bill; 8, Jackson Ellen

Scratched– Proof He Rides (01Jul22 7Pln8)

$2 Daily Double (3-1) Paid $304.40 ; Daily Double Pool $20,221.
50 CENT Pick Three (9-3-1) Paid $720.15 ; Pick Three Pool $23,055.
50 CENT Pick Four (2-9-3/8-1) Paid $2,146.50 ; Pick Four Pool $51,304.
50 CENT Pick Five (3-2-9-3/8-1) 5 Correct Paid $16,824.65 ; Pick Five Pool $22,439.
20 CENT Pick 6 Jackpot (3-3-2-9-3/8-1) Paid $213.98 ;
Pick 6 Jackpot Pool $8,864 Carryover Pool $5,160.

Attendance: 510 Mutuel Pool: $1,916,004.00

2023 Southern California Race Dates

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SA - December 21, 2021 through June 20, 2023
LACF - June 21 through July 11, 2023
DM - July 12 through September 12, 2023
LA - September 13 through September 26, 2023
SA - September 27 through November 7, 2023
DM - November 8 through December 5, 2023
LA - December 6 through December 19, 2023

	Wks
Santa Anita	32
LACF@Los Al	3
Del Mar	13
Los Al	4
Total Weeks:	52

December 2022						
Su	Mo	Tu	We	Th	Fr	Sa
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
						2

January						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
						4

February						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				
						4

March						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
						5

April						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						4

May						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
						5

June						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	
					2	2

July						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31				1	3

August						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
						5

September						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
				1	2	1

October						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
						4

November						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
					1	4

December						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						2

2023 QH Race Dates

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LA (QH) - December 21, 2022 through December 19, 2023

	Wks
LAQH	52

Total Weeks: 52

December 2022						
Su	Mo	Tu	We	Th	Fr	Sa
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
						2

January						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
						4

February						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				
						4

March						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
						5

April						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						4

May						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
						5

June						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	
						4

July						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					4

August						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
						5

September						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
						4

October						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
						4

November						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
						5

December						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						2

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STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD REGARDING THE LOS ALAMITOS EQUINE SALE COMPANY, LLC'S, REQUEST FOR AUTHORIZATION OF ITS 18th ANNUAL QUARTER HORSE YEARLING AND MIXED STOCK SALE, PURSUANT TO CHRB RULE 1807, AUTHORIZED HORSE SALES

Regular Board Meeting
September 15, 2022

ISSUE

Pursuant to Board Rule 1807, Authorized Horse Sales, Los Alamitos Equine Sale Company, LLC request Board approval of its upcoming quarter horse sale scheduled for October 1st and 2nd, 2022, at Los Alamitos Race Course.

BACKGROUND

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

RECOMMENDATION

This item is presented for Board discussion and action.

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LOS ALAMITOS Equine Sale

Pacific Coast
Quarter Horse Racing Association

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

July 5, 2022

Dear Scott,

The Los Alamitos Equine Sale Company requests CHRB approval under Rule 1807 (Authorized Horse Sales) for its 18th Annual Quarter Horse Yearling and Mixed Stock Sale. The sale will be held on October 1st and 2nd, 2022, at Los Alamitos Race Course.

The sales company owners are Edward C. Allred and Steve Burns, DVM, managed by the Pacific Coast Quarter Horse Racing Association. As in previous years, the sale pavilion will be held outdoors under a 100x200 tent on the old cypress golf club premises. The temporary barns are assembled on a section of the Los Alamitos parking lot.

If you have any comments or questions, please feel free to contact me.

Sincerely,

Dino Perez
PCQHRA

P.O. Box 919, Los Alamitos, CA 90720 • phone (714) 236-1755 • fax (714) 236-1761 • e-mail: office@PCQHRA.com
website: www.losalamitosequinesale.com

Agenda Item 7

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STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE BIG FRESNO FAIR AT FRESNO, COMMENCING OCTOBER 5 THROUGH OCTOBER 18, 2022

Regular Board Meeting
September 15, 2022

Application: The Big Fresno Fair

Breeds: Thoroughbred, Quarter

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

October 2022						
Sun	**Mon**	**Tue**	**Wed**	**Thu**	**Fri**	**Sat**
						1
2	3	4	5	6	**7**	**8**
9	**10**	11	12	13	**14**	**15**
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Required Information	Status	Comments	CHRB Rule/Law
Off-Site Auxiliary Stabling	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Auxiliary stabling not utilized.	Rule 1420(q)
Stabling and Vanning Agreement	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Not required as auxiliary stabling not utilized.	BPC 19607.1
Fire Clearance	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Fire clearance valid through 08/16/23; request for exemption from 45-day provision of Rule 1927 received 08/23/22.	Rule 1927
Backstretch Inspection	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Backstretch inspection completed on 08/31/22.	Rule 2102
Track Safety Inspection	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Completed 09/07/22; Report received 09/08/22.	Rule 1471(g)

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Inclement Weather Plan	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Consistent with CHRB guidelines – received letter of adoption on 04/15/22.	Rule 1432
Workers' Compensation Insurance	☒ Accepted ☐ Follow Up Required ☐ Outstanding	California Fair Services Authority Valid 07/01/22 -07/01/23	Rule 1501
Horsemen's Race Meet Agreements	☒ Accepted ☐ Follow Up Required ☐ Outstanding	**Thoroughbred Owners of California** – Received 05/09/22. **California Thoroughbred Trainers Association** – Received 05/06/22. **Pacific Coast Quarter Horse Racing Association** – Received 05/09/22.	Rule 2044
Wagering Information	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 34-38	BPC 19599
Emergency and Security	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 50-86	BPC 19481.3
Veterinary Services	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See page 37	Rule 1481 Rule 1840 Rule 1841
ADW Providers and Horsemen's Approvals	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 43-47	BPC 19604 19604(b)(1)(C)
Administrative Review	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Secretary of State Filing Current Financial Statements Reviewed Statistics Report Reviewed Active Licenses Verified Deposit Received Required Signatures Obtained 1581 Agreement Reviewed	Rule 1439 Rule 1470 Rule 2046 Rule 1481 BPC 19490 Rule 1433 Rule 1437 Rule 1581

RECOMMENDATION: Staff recommends approval. The application is completed and meets the requirements for licensure.

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April 6, 2022

California Horse Racing Board
Attn: Scott Chaney
Executive Director

Mr. Chaney:

The California Authority of Racing Fairs has reviewed and will adopt the provisions outlined in the Inclement Weather Policy Letter in all Future Fair Meets.

This compliance applies to the Alameda County Fair, California State Fair, Humboldt County Fair and the Big Fresno Fair.

Regards,

Larry A. Swartzlander
Executive Director, CARF

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a California joint powers agency

1776 Tribute Road, Suite 150
Sacramento, CA 95815
Office: 916.263.3346 Fax: 916.263.3341
www.calfairs.com

August 18, 2022

California Horse Racing Board
ATTN: Scott Chaney
1010 Hurley Way
Suite 300
Sacramento, CA 95825

Mr. Chaney,

The Big Fresno Fair agrees to adopt the CHRB concussion protocols for the Big Fresno Fair Racing Meet as outlined in the Horseracing Integrity and Safety Authority's Racetrack Safety Rule 2192.

Pursuant to Business and Professions Code section 19583.9 the veterinarian who will provide monitoring during morning workouts is Dr. Bill Grantham, CHRB License # [redacted]. He will be available on training and racing days from 6:00 am till 11:00 am.

Regards,

Larry A. Swartzlander
Executive Director, CARF

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STATE OF CALIFORNIA
CALIFORNIA HORSE RACING BOARD
APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF A CALIFORNIA FAIR
CHRB-18 (Rev. 7/21)

Application is hereby made to the California Horse Racing Board (CHRB) for a license to conduct a horse racing meeting of a California fair, as authorized by Article 6.5 of the California Business and Professions Code, Chapter 4, Division 8, Horse Racing Law, and in accordance with applicable provisions and the California Code of Regulations, Title 4, Division 4, CHRB Rules and Regulations.

1. APPLICANT FAIR ASSOCIATION

A. Name, mailing address, telephone, and fax numbers of fair: 21st District Agricultural Association, The Big Fresno Fair, 1121 South Chance Avenue, Fresno, Ca. 93702 (559) 650-3247; FAX (559) 650-3226

B. Fair association is a: ☒ District Fair ☐ County Fair ☐ Citrus Fruit Fair
☐ California Exposition and State Fair ☐ Other qualified fair

C. Provide the name, telephone, and email address for the fair contact person. Lauri King, CEO, 559-994-3135; lking @fresnofair.com

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

2. DATES OF RACE MEETING

A. Inclusive dates allocated for race meeting: October 5 - 18, 2022

B. Actual dates racing will be held: October 7-10 & 14-16

C. Dates racing will **NOT** be held: October 5,6,11,12,13,17 & 18

D. Total number of racing days: 7

E. Days of the week races will be held: Fri - Sun and Monday 10/10
☐ Wednesday – Sunday ☐ Tuesday – Saturday ☒ Other (specify)

3. RACING PROGRAM

A. Total number of races: 70

B. Number of races by breed:
61 Thoroughbreds 9 Quarter Horses 0 Appaloosas
0Arabians 0 Paints 0 Mules

CHRB CERTIFICATION

Application received:7/11/22 **Hearing date:9/15/22**
Reviewed: NLG **Approved date:**
License number:

C. Number of races daily:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Thoroughbred	9	9				9	8
Other Breeds	1	1				1	2
Total	10	10				10	10

D. Total number of stakes races by breed:
2 Thoroughbreds 0 Quarter Horses 0 Appaloosas
0 Arabians 0 Paints 0 Mules

E. Attach a listing of all stakes races and indicate the date to be run and the added money or guaranteed purse for each.

1. Attach a listing of all stakes races for the past two (2) race meetings. The information provided must be for the same timeframe in which the association is applying. Include the date the stakes races were run and the added money or guaranteed purse for each. Note the races that were designated for California-bred horses.

2. Identify the stakes races listed under item E that have been altered or added or are new for the current race meeting. Provide details regarding any alterations to the identified stakes races (e.g., changes in the age, sex, eligibility, purse, or substantial calendar changes). Governor's Handicap $75,000 Guaranteed, Three Year Olds & Upward - Six Furlongs Sat, Jul 23. No stakes were run in 2020 and 2021.

3. Identify the stakes races listed under item E.1. that have been dropped or deleted and the reasons the stakes were dropped or deleted. See attached.

F. Will provisions be made for owners and trainers to use their own registered colors?
☒ Yes ☐ No
If no, which racing colors are to be used?

G. List all post times for the daily racing program:

Race Number	Weekdays	Weekends Race #
Race # 1	1:45 p.m.	1:45p.m.
Race # 2	2:15 p.m.	2:15p.m.
Race # 3	2:45 p.m.	2:45p.m.
Race # 4	3:15 p.m.	3:15p.m.
Race # 5	3:45 p.m.	3:45p.m.
Race # 6	4:15 p.m.	4:15p.m.
Race # 7	4:45 p.m.	4:45p.m.
Race # 8	5:15 p.m.	5:15p.m.
Race # 9	5:45 p.m.	5:45p.m.
Race # 10	6:15 p.m.	6:15p.m.

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2022 INCENTIVE PROGRAM*

OWNER/TRAINER INCENTIVE PROGRAM

1st Prize	$10,000
2nd Prize	$7,500
3rd Prize	$2,500
4th Prize	$1,750
5th Prize	$1,000

MIXED BREEDS OWNER/TRAINER INCENTIVE PROGRAM

1st Place	$2,500
2nd Place	$1,500
3rd Place	$1,000

THOROUGHBRED TRAINER INCENTIVE PROGRAM

2-4 Starts	Receive $300
5-9 Starts	Recieve $500
10 Starts	Receive $1,000

Winners will be determined by points earned:

1st Place	8 Points
2nd Place	5 Points
3rd Place	3 Points
4th Place	2 Points
5th Place	1 Point

Special Awards

To be given out the last day of the Fair Sunday, October 16

Ardie Der Manouel Special Trainer Award

A commemorative trophy saddle will be given to a selected trainer in recognition of his/her commitment to live horse racing excellence at The Big Fresno Fair.

Top Jockey Thoroughbred

A commemorative belt-buckle award will be given to the top thoroughbred jockey.

Top Jockey Mixed Breed

A commemorative belt-buckle award will be given to the top mixed-breed jockey.

Top Groom

A commemorative belt-buckle award will be given to the top groom.

High Point Trainer

$10,000 cash will be given to the top horse trainer.

Big Stakes RACES

$100,000 Harris Farms Stake

Golden State Series Cal Breds

- Three Year Olds & Up
- Six Furlongs

$50,000 Bulldog Handicap

- Three Year Olds & Up
- One Mile & One Eighth

The Big Fresno Fair would like to thank our Live Horse Racing sponsors:

Table Mountain Casino • Resort

Coors Light

For more information, contact:

Larry Swartzlander, Racing Director
Cell: 916-799-7084

Tom Doutrich, Racing Secretary
Cell: 415-271-4613

1121 S. Chance Avenue Fresno, CA 93702
www.FresnoFair.com • 559-650-FAIR

*For Rules and Regulations please refer to the 2022 Big Fresno Fair Condition Book available in September.

NOTICE TO APPLICANT: Every licensee conducting a horse racing meeting shall, each racing day, provide for the running of at least one race limited to California-bred horses, to be known as the "California-bred race," pursuant to CHRB Rule 1813.

4. FAIR ASSOCIATION

A. Names of the fair directors: Charles Riojas, President, Terry Gonsalves, Vice-President, Gary Chahil, Secetary-Treasurer, Linda Mae Balakian Hunsucker, Frank Flores, Larry Salina, Annalisa Perea and Jerry Pacheco

B. Names of the directors serving on the Racing Committee or otherwise responsible for the conduct of the racing program: Lauri King, CEO

C. Name and title of the fair manager or executive officer and the names and titles of all department managers and fair staff, other than those listed in 12.B., who will be listed in the official program: Lauri King, CEO, Doug Gooby, Pari-Mutuel Manager, Rod Seitz, Maintenance Supervisor, Steve Wood, Track Superintendent, Nick Heckman, Maintenance Supervisor, Craig Braddick, Race Announcer, Larry Swartlander, Director of Racing

D. Name and title of the person(s) authorized to receive notices on behalf of the fair association and the mailing and email address of such person(s). CEO Lauri King, 1121 S. Chance Ave., Fresno, CA 93702, 559-994-3135, lking@fresnofair.com

5. TAKE OUT PERCENTAGE

A. Will the percentage deducted for any type of wager be adjusted pursuant to Business and Professions Code section 19601.01? If no, proceed to subsection 6. If yes, identify the wager and the proposed takeout percentage.

☐ Yes ☒ No

Wager(s) to be adjusted:

Proposed percentage: %

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

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

6. HANDLE HISTORY

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

Year	Handle	Attendance
2021	$20,496,132	41,575

2020	0	0
2019	$19,010,636	77,814
2018	$18,381,799	77,240
2017	$17,718,170	79,289

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

A. Purse distribution:

1. All races other than stakes:
   Current meet estimate: $914,189
   Prior meet actual: $807,982

   Average Daily Purse (7A1 ÷ number of days):
   Current meet estimate: $130,598
   Prior meet actual: $134,663

2. Overnight stakes:
   Current meet estimate: 0
   Prior meet actual: 0

   Average Daily Purse (7A2 ÷ number of days):
   Current meet estimate: 0
   Prior meet actual: 0

3. Non-overnight stakes:
   Current meet estimate: $150,000
   Prior meet actual: $150,000

   Average Daily Purse (7A3 ÷ number of days):
   Current meet estimate: $21,429
   Prior meet actual: $25,000

4. Total Purses (7A1 + 7A2 + 7A3):
   Current meet estimate: $1,064,189
   Prior meet actual $957,982

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

Current meet estimate: $93,824
Prior meet actual: $83,030

C. Payment to each recognized horsemen's organization contracting with the fair:

	Current meet estimate:	Prior meet actual:
CTT	$3,382	$2,993
TOC	$6,765	$5,987
NTRA	$1,571	$1,390

PCQHRA	$0		$587
CWRA	0		0
ARAC	$2,088		$1,848
AMRA	$0		$0
CHBPAPEN	$10,147		$8,980
CTHF	$10,147		$8,980
Total:	$34,100	Total:	$30,765

D. Amount from all sources to be distributed at the meeting in the form of purses or other benefits to horsemen (7A + 7B + 7C):
Current meet estimate: $1,192,113
Prior meet actual: $1,071,777

Average Daily Purse (7D ÷ number of days):
Current meet estimate: $170,302
Prior meet actual: $178,630

E. Purse funds to be generated from on-track handle and intrastate off-track handle (excluding carry-overs from prior race meet(s):
Current meet estimate: $978,050
Prior meet actual: $978,050

Average Daily Purse (7E ÷ number of days):
Current meet estimate: $139,721
Prior meet actual: $163,008

F. Purse funds to be generated from interstate handle:
Current meet estimate: $66,042
Prior meet actual: $66,042

Average Daily Purse (7F ÷ number of days):
Current meet estimate: $9,435
Prior meet actual: $11,007

G. Bank and account number for the Paymaster of Purses' purse account: On file

H. Name, address, email, and telephone number of the pari-mutuel audit firm engaged for the meeting: Rossman, MacDonald & Benetti, 3838 Watt Ave. Suite E500, Sacramento, CA 95821 916-488-8360

NOTICE TO APPLICANT: All funds generated and retained from on-track pari-mutuel handle that are obligated by law for distribution in the form of purses, breeders' awards, or other benefits to horsemen **shall not** be deemed as income to the fair and **shall**, within three (3) calendar days following receipt, be deposited in a segregated and separate liability account in a depository approved by the CHRB and shall be at the disposition of the Paymaster of Purses, who shall pay or distribute such funds to the persons entitled thereto. All funds generated from off-track simulcast wagering, interstate wagering, and out-of-state wagering that are obligated by law for distribution in the form of purses and breeders' awards shall also be deposited within three calendar days following receipt into such liability account. In the event the fair is obligated to the payment of purses prior to those obligated amounts being retained from pari-mutuel wagering for such purpose, or as a result of overpayment of earned purses at the conclusion of the meeting, the fair shall transfer from its own funds such amounts as are necessary for the Paymaster of Purses to distribute to the horse owners statutorily or contractually entitled thereto.

The fair is entitled thereafter to recover such transferred funds from the Paymaster of Purses' account, and if insufficient funds remain in the account at the conclusion of the meeting, the fair is entitled to carry forward the deficit to its next succeeding meeting, as provided by Business and Professions Code section 19615(c) or (d). In the event of **underpayment** of purses that results in a balance remaining in the Paymaster of Purses' account at the conclusion of the meeting after distribution of amounts due to horsemen, breeders, and horsemen's organizations, the fair may carry forward the surplus amount to its next succeeding meeting, provided, however, that the amount so retained does not exceed an amount equivalent to the average daily distribution of purses and breeders' awards during the meeting. All amounts in excess shall be distributed retroactively and proportionally in the form of purses and breeders' awards to the horse owners and breeders having earned purses or awards during the conduct of the meeting.

8. STABLE ACCOMMODATIONS

A. Number of usable stalls available for racehorses at the track where the meeting is held: 624

B. Minimum number of stalls believed necessary for the meeting: 624

C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers: None

D. Name and location of each off-site auxiliary stabling area and the number of stalls to be maintained at each site: N/A

E. Attach each contract or agreement between the fair and the person(s) furnishing off-site stabling accommodations for eligible racehorses that cannot be provided stabling on-site.

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

F. Total number of usable stalls made available on-site for the **1986** meeting, pursuant to Business and Professions Code section 19535(c). 1,037

G. State estimated cost to provide off-site stalls for this meeting. Show cost per day per stall. N/A

H. State estimated cost to provide vanning from off-site stalls for this meeting. Show fees to be paid for vanning per-horse. N/A

9. EQUINE EMERGENCY SERVICES

A. Name and emergency telephone number of the racing veterinarian onsite during training hours, workouts, and racing for the association and auxiliary sites: Dr. Forrest Franklin 916-585-2050/Dr. Ashton Cloninger 415-264-1630; Available @ Fresno: September 27-October 16 , 2022 6AM-11AM

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

10. PARI-MUTUEL WAGERING PROGRAM

A. Is the fair applicant a member of the California Authority of Racing Fairs (CARF)? If yes, attach a copy of the CARF recommended wagering format. ☒ Yes ☐ No

B. Pursuant to Business and Professions Code section 19599, and with the approval of the CHRB, fairs may elect to offer wagering programs using CHRB Pari-mutuel Rules, the Association of Racing Commissioners International (ARCI) Uniform Rules of Racing, Chapter 9, Pari-mutuel Wagering, or a combination of both. Please complete the following schedule for the types of wagering other than WPS and the minimum wager amount for each. If applicant is a member of CARF, also indicate if wager is a part of the CARF recommended wagering format.

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

	TYPE OF WAGERS	**APPLICABLE RULES**	**CARF WAGERING FORMAT**	
Example Race:	$1 E; $1 Double	CHRB #1959; ARCI #VE	☐ Yes	☐ No
Race #1	$1E, $1PK3, $1TRI, $2DD, $.10SF $.50PNP4	CHRB #1959, CHRB #1977,CHRB #1979, CHRB #1957, CHRB #1979.1,CHRB #1976.9	☒ Yes	☐ No
Race #2	$1E, $1PK3, $1TRI, $2DD, $.10SF $.20 PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1 ARCI 004-105 G.(2)(g) Method 7 para 16b (ii)	☒ Yes	☐ No
Race #3	$1E, $1PK3, $1TRI, $2DD, $.10SF $.20PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1,ARCI 004-105 G.(2)(g) Method 7, para 16b (ii)	☒ Yes	☐ No
Race #4	$1E, $1PK3, $1TRI, $2DD, $.10SF, $.50PNP5, $.20PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB # 1976.9 ARCI 004-105 G.(2)(g) Method 7, para 16b (ii)	☒ Yes	☐ No
Race #5	$1E, $1PK3, $1TRI, $2DD, $.10SF, $.50PNP4, $.50PNP5, $.20PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB #1976.9 CHRB 1976.9, ARCI 004-105 G.(2) (g) Method 7, para 16b (ii)	☒ Yes	☐ No
Race #6	$1E, $1PK3, $1TRI, $2DD, $.10SF, $.50PNP4 $.50PNP5, $.20PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB #1976.9 CHRB 1976.9, ARCI	☒ Yes	☐ No

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April 4, 2022

California Horse Racing Board
Attn: Cynthia Alameda
Assistant Executive Director

To Whom It May Concern:

The following information is provided for you in response to the 2022 Race Meet Applications for the Alameda County Fair, California State Fair, Humboldt County Fair and The Big Fresno Fair:

The following is the CARF wagering format:

	TYPE OF WAGERS	**APPLICABLE RULES**
Example Race	$1 E; $1 Double	CHRB #1959; RCI #VE
Race #1	**$1E, $1PK3, $1TRI, $2DD, $.10SF $.50PNP4**	**CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1 CHRB #1976.9**
Race #2	**$1E, $1PK3, $1TRI, $2DD, $.10SF, $.20 PNP6**	**CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, ARCI 004-105G.(2)(g) Method 7, para 16b (ii)**
Race #3	**$1E, $1PK3, $1TRI, $2DD, $.10SF $.20PNP6**	**CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1 ARCI 004-105 G. (2) (g) Method 7, para 16b (ii)**
Race #4	**$1E, $1PK3, $1TRI, $2DD, $.10SF, $.50PNP5 $.20PNP6**	**CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB 1976.9 ARCI 004-105 G. (2) (g) Method 7, para 16b (ii)**
Race #5	**$1E, $1PK3, $1TRI, $2DD, $.10SF, $.50PNP4, $.50PNP5, $.20PNP6**	**CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB #1976.9 CHRB 1976.9, ARCI 004-105 G. (2) (g) Method 7, para 16b (ii)**
Race #6	**$1E, $1PK3, $1TRI, $2DD, $.10SF, $.50PNP4, $.50PNP5, $.20PNP6**	**CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB #1976.9 CHRB 1976.9, ARCI 004-105 G. (2) (g) Method 7, para 16b (ii)**
Race #7	**$1E, $1PK3, $1TRI, $2DD, $.10SF, $.50PNP4, $.50PNP5, $.20PNP6**	**CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB 1976.9 CHRB 1976.9, ARCI 004-105 G. (2) (g) Method 7, para 16b (ii)**
Race #8	**$1E, $1PK3, $1TRI, $2DD, $.10SF, $.50PNP4, $.50PNP5, $.20 SUPER HIGH 5**	**CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB #1976.9 CHRB #1976.9, ARCI 004-105 X-Pentafecta (5) Option 4, para 16b (ii)**
Race #9	**$1E, $1PK3, $1TRI, $2DD, $.10SF, $.50PNP4,**	**CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1**

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	$.20 SUPER HIGH 5	**CHRB #1976.9,** **ARCI 004-105 X-Pentafecta (5) Option 4, para 16b (ii)**
Race #10	**$1E, $1PK3, $1TRI,** **$2DD, $.10SF,** **$.20 SUPER HIGH 5**	**CHRB #1959, CHRB #1977, CHRB #1979,** **CHRB #1957, CHRB #1979.1** **ARCI 004-105 X-Pentafecta (5) Option 4, para 16b (ii)**
Race #11	**$1E, $1TRI, $2DD, $.10SF,** **$.20 SUPER HIGH 5**	**CHRB #1959, CHRB #1979, CHRB #1957,** **CHRB #1979.1** **ARCI 004-105 X-Pentafecta (5) Option 4, para 16b (ii)**
Race #12	**$1E, $1TRI, $.10SF,** **$.20 SUPER HIGH 5**	**CHRB #1959, CHRB #1979,** **CHRB #1979.1** **ARCI 004-105 X-Pentafecta (5) Option 4, para 16b (ii)**

This format will be use at the following fairs: Alameda County Fair, The California State Fair, Humboldt County Fair and the Big Fresno Fair. The 2005 NCOTWINC Agreement maintained on file at CRRB is still valid. The NCOTWINC audio visual agreement on file dated January 2005 is still valid.

Respectfully Yours,

Larry A. Swartzlander
Executive Director

$.20 PNP6 on the last six races each day. 100% major pool paid and any prior carryovers for unique serial number wager selecting all six winners. If no unique ticket selects six winners then the 40% minor pool that day is paid to the tickets selecting the most winners and the 60% major pool will be added to the carryover.
$0.50 PNP5 on the last five races each day, with 100% major pool paid for 5 of 5. If no 5 of 5, 75% carryover and 25% minor pool to most winners.
$0.20 Pentafecta (Super High 5) selecting the first five finishers in the same race. 100% pool paid and any prior carryovers paid for a unique serial number wager selecting the first five finishers in exact order. If no unique serial number wager selects the first five finishers then 40% minor pool paid to tickets selecting the first five finishers in exact order and 60% of major pool will be added to the carryover. If no wager selects the first five finishers in exact order, then 100% of the pool will be added to the carryover. Super High-5 will be carded on the last race of the day.
The aforementioned Pari-Mutuel Carryover Pools can be carried over from CARF Meet to CARF Meet and run as 1 (one) continuous meet. There will be a Mandatory Payout Date of Sunday, October 16, 2022, which is the Closing Day of The Big Fresno Fair.

		004-105 G.(2) (g) Method 7, para 16b (ii)		
Race #7	$1E, $1PK3, $1TRI, $2DD, $.10SF, $.50 PNP4 $.50PNP5, $.20PNP6	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB #1976.9 CHRB 1976.9, ARCI 004-105 G.(2) (g) Method 7, para 16b (ii)	☒ Yes	☐ No
Race #8	$1E, $1PK3, $1TRI, $2DD, $.10SF, $.50PNP4, $.50PNP5, $.20 SUPER HIGH 5	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB #1976.9 CHRB 1976.9, ARCI 004-105 X-Pentafecta (5) Option 4, para 16b (ii)	☒ Yes	☐ No
Race #9	$1E, $1PK3, $1TRI $2DD, $.10SF, $.50PNP4 $.20 SUPER HIGH 5	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1, CHRB #1976.9 ARCI 004-105 X-Pentafecta (5) Option 4, para 16b (ii)	☒ Yes	☐ No
Race #10	$1E, $1PK3, $1TRI, $2DD, $.10SF, $.20 SUPER HIGH 5	CHRB #1959, CHRB #1977, CHRB #1979, CHRB #1957, CHRB #1979.1 ARCI 004-105 X-Pentafecta (5) Option 4, para 16b (ii)	☒ Yes	☐ No
Race #11	$1E, $1TRI, $2DD $.10SF, $.20 SUPER HIGH 5	CHRB #1959, CHRB #1979, CHRB #1957, CHRB #1979.1 ARCI 004-105 X-Pentafecta (5) Option 4, para 16b (ii)	☒ Yes	☐ No
Race #12	$1E, $1TRI, $.10SF $.20 SUPER HIGH 5	CHRB #1959, CHRB #1979, CHRB #1979.1 ARCI 004-105 X-Pentafecta (5) Option 4, para 16b (ii)	☒ Yes	☐ No
Race #13			☐ Yes	☐ No

C. Identify any wagers noted in 10.A. (the current pari-mutuel wagering program) that were not in the prior year's pari-mutuel program or that are not being carried forward from the previous year's pari-mutuel wagering program. None

D. Maximum carryover pool to be allowed to accumulate before its distribution **OR** the date(s) designated for distribution of the carryover pool: 10/16/22

E. List any options requested with regard to exotic wagering. $1 TRI and $0.10 SF when applicable$0.50

PNP4 on the first four races and the last four thoroughbred races each day $0.50 PNP5 on the last five thoroughbred races each day, with 100% major pool paid for 5 of 5. If no 5 of 5, 75% carryover and 25% minor pool to most winners. $.20 PNP6 on the last six thoroughbred races each day. 100% pool paid and any prior carryovers for unique ticket selecting six winners. If no unique ticket selects six winners then the 40% minor pool that day is paid to the tickets selecting the most winners and the 60% major pool will be added to the carryover. $0.20 Pentafecta (Super High 5) selecting the first five finishers in the same race. 100% pool paid and any prior carryovers paid for a unique ticket selecting the first five finishers. If no unique ticket selects the first five finishers then 40% minor pool paid to tickets selecting the first five finishers and 60% of major pool will be added to the carryover. If no ticket selects the first five finishers 100% of the pool will be added to the carryover. Super High-5 will be carded on the last race of the day.

F. Will "advance" or "early bird" wagering be offered? Yes ☐ No ☒
If yes, when will such wagering begin? Specify days and time for "early bird" wagering.

G. Type(s) of pari-mutuel or totalizator equipment to be used by the fair and the simulcast organization, the name of the person(s) supplying equipment, and expiration date of the service contract: Amtote (Keith Johnson) Expiration: October 29, 2025. Equipment description on file with Board.

H. List below the takeout percentage for each type of wager identified in 10.B.:

	TAKEOUT PERCENTAGE (Example) PNP5-14%
Race #1	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%
Race #2	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%
Race #3	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%
Race #4	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%
Race #5	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%
Race #6	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%
Race #7	Win, Place, Show – 16.77%; Exacta &

	Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%
Race #8	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%
Race #9	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%
Race #10	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%
Race #11	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%
Race #12	Win, Place, Show – 16.77%; Exacta & Daily Double – 24.02%. Pick 3, 4, 5, 6 & all Trifectas, Superfectas & Super High Five – 25.02%
Race #13	

11. ADVANCE DEPOSIT WAGERING (ADW)

A. Identify the ADW provider(s) to be used by the fair for this race meeting. Watch & Wager; Twin Spires; Express Bet, T.V.G. (Television Games Network) and Bet America.

B. Attach a copy of the agreement/contract with each ADW provider to be used for this race meeting.

C. Have the agreements/contracts been approved by the respective horsemen's groups?
☒ Yes ☐ No
If yes, attach a copy of the approval.
If no, explain the status of the approval.

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

12. SIMULCAST WAGERING PROGRAM

A. Simulcast organization engaged by the fair to conduct simulcast wagering: Northern California Off-Track Wagering, Inc. (NCOTWINC)

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Pacific Coast Quarter Horse Racing Association

May 9, 2022

Executive Director
CARF
1776 Tribute Road, Suite 205
Sacramento, Ca 95815

RE: 2016 California Authority of Racing Fairs ADW Approvals

Dear Larry,

This is to confirm that the Pacific Coast Quarter Horse Racing Association (PCQHRA) authorizes and agrees that during the California Authority of Racing Fairs (CARF) 2022 racing season, commencing June 15, 2022 and continuing through October 18, 2022, California-licensed ADW providers Bet America, TVG, Xpressbet, TwinSpires, Watch & Wager, Game Play Network and NYRA may accept wagers from California residents on races conducted at CARF and races conducted at tracks located outside of California.

It is PCQHRA's understanding that the compensation rates and fees for this wagering activity are those specified in the TOC Letter Agreement dated May 6, 2022.

Please feel free to contact me if you have any questions.

Sincerely,

Dino Perez

Exec Dir

P.O. Box 919, Los Alamitos, CA 90720 • phone (714) 236-1755 • fax (714) 236-1761 • e-mail: office@PCQHRA.com • www.pcqhra.com

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TOC
Thoroughbred Owners of California
Serving the California Thoroughbred Racehorse Owner

May 6, 2022

r. Larry Swartzlander
Executive Director
CARF
1776 Tribute Road, Suite 250
Sacramento, CA 95815

RE: 2022 California Authority of Racing Fairs (CARF) ADW Approvals

Dear Larry,

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

Pursuant to Section 29, Intrastate Advance Deposit Wagering ("ADW") of the Race Meet Agreement between TOC and CARF, and the Geo-Location Agreement (Exhibit A) between TOC and each ADW provider, CARF shall be permitted to transmit race signal to California-licensed ADW providers TVG, XpressBet, TwinSpires, NYRA, BetAmerica, Watch and Wager, and Game Play Network to accept wagers on CARF and other Thoroughbred races during the 2022 race meetings, as follows:

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

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

3. **Out-of-state wagering on PRA r s:**
   a. TVG, XpressBet, TwinSpires and NYRA shall pay a Host Fee of no less than 7.5% of gross out-of-state handle wagered by out-of-state account holders, plus a 1.25% California Purse Fee per SB 1072.
   b. BetAmerica, Watch and Wager, and Game Play Network shall pay a Host Fee of no less than 45% of takeout (which includes a 1.25% California purse fee per SB 1072) of gross out-of-state handle wagered by out-of-state account holders.

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

Very truly yours,

ary Forney, Executive Director

cc: Heather Haviland, Wayne Atwell

B. Attach the agreement between the fair and simulcast organization permitting the organization to use the fair's live audiovisual signal for wagering purposes and providing access to its totalizator for the purpose of combining on-track and off-track pari-mutuel pools.

C. California simulcast facilities the fair proposes to offer its live audiovisual signal: Alameda County Fair, Pleasanton, Barona Valley Ranch Resort & Casino, Lakeside, Big Fresno Fair, Fresno, Cabazon Fantasy Springs Casino, Indio, California State Fair & Exposition, Sacramento, Commerce Casino Racebook, Commerce Derby Club, Seaside Park, Ventura, Fairplex Park, Pomona Fantasy Springs Casino, Indio, Firehouse Restaurant, Bakersfield, Golden Gate Fields, Albany *Humboldt County Fair, FerndaleJockey Club at San Mateo, San Mateo, Los Alamitos Race Course, Los Alamitos Mermaid Tavern, Thousand Oaks, Monterey County Fair, Monterey, OC Tavern & Sports Bar, San Clemente, Sammy's Restaurant & Bar, Lake Forrest Santa Anita Park, Arcadia Santa Clarita Lanes, Santa Clarita, San Joaquin County Fair, Stockton Santa Clara County Fair, San Jose, Solano County Fair, Vallejo Sonoma County Fair, Santa Rosa, Sports Center, San Bernardino Sports Pavillion at The Farmers Fair, Lake Perris Sports Pavillion, San Bernardino Cty. Fair, Victorville Surfside Race Place at Del Mar, Del Mar Sycuan Gaming Center, El Cajon Tilted Kilt, Thousand Oaks Viejas Casino & Turf Club, Alpine Watch & Wager, Antelope Valley Fgds, Lancaster

D. Out-of-state wagering systems the fair proposes to offer its live audiovisual signal: June 17, 2022: Arlington, Belmont, Assiniboia, Australian Racing, Beulah, Calder Racecourse, Canterbury Downs, Charles Town, Churchill Downs, Delaware, Downs at Albuquerque, Ellis Park, Emerald Downs, Evangeline Downs, Fort Erie, Gulfstream, Hastings Park, Hawthorne, Indiana Downs, Keeneland, Kentucky Downs, Laurel, Lone Star, Louisiana Downs, Monmouth, Mountaineer Park, Aqueduct, Belmont, Saratoga, Penn National, Philadelphia Park, Pimlico, Presque Isle, River Downs, South American Racing, Suffolk Downs, Sunland Park, Sunray Park, Tampa Bay, Thistledown, Turfway Park, Turf Paradise, United Kingdom, Woodbine

E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the fair: Amwest Entertainment, Amwest Accounts Greenbrier (WV) Riders Up (SD) Time Out Lounge (SD) , Triple Crown (SD) Arapahoe-Mile High Arima Race Club Arlington I Atlantic City Racecourse Balmoral Balmoral ADW (BETZOTIC) Bangor Raceway Batavia Bettor Racing Beulah Park Birmingham Bluffs Run Greyhound Buffalo Raceway Canterbury Capital District OTB Catskills OTB Charles Town Race Course Chester Downs & Marina LLC Churchill Downs Club Hipica InTurf Coeur d' Alene Casino Colonial Downs Colonial Downs Phone Bet Columbus Raceway Connecticut OTB , Bradley Teletheater, Bristol New Britain, Norwalk, Milford East Haven, Hartford, Putnam Shoreline Star, Sports Haven Torrington, Waterbury Manchester, New London , Willimantic, Sanford OTB John Martin's Manor Restaurant , Connecticut OTB ADW Coushatta Casino Paragon Casino Ho-Chunk Casino and Racebook , Mohegan Sun Casino Oneida Bingo and Casino , Pony Bar Simulcast Center Tote Investment Racing Randall James Racetrack, Millenium Racing Royal Beach Casino, Divi Carina Bay Casino Fair Chance, Winner's Circle, Camouflage Gaming Corpus Christi Greyhound Delaware Delta Downs Derby Jackpot, Dover Downs Dubuque Greyhound Elite Turf Club (1 to 12) Ellis Park Emerald Downs Evangeline Downs Evangeline Downs AWA Fair Grounds Fair Grounds ADW Fair Meadows Favorites at Gloucester Finger Lakes Fonner Freehold Gillespie County Fair Global Wagering Solutions, Bwin International Ltd. Intl Betting Assoc. Ltd Magna Bet Race

bets , Greenetrack Greyhound @ Post Falls Gulf Greyhound Gulfstream Harrington Raceway Harrington Bets (DE regional) Hawthorne Race Course Hawthorne ADW Hazel Park Hoosier Park Horseman's Park Idabet Indiana Downs Clarksville/Evansville OTB Intermountain Racing Keeneland Keeneland Select ADW Kentuck Downs Kentucky OTB Lebanon Les Bois (Treasure Valley) Lewiston OTB's Lien Games, Rumors OTB, Skydancer Casino OTB, Chips Lounge and Casino Howard Johnsons OTB Lien Games ADW Bet America and Offtrackbetting Lone Star, Louisiana Downs, LVDC: Atlantis Paradise Casino Avatar Ventures Buffalo Thunder Resort Foxwoods Resort Casino Meskwaki Bingo & Casino Maronas (South America) Maryland Jockey Club Maywood Meadowlands Meadows The Meadows The (ADW) - PA regional Millers OTB Mobile Greyhound Monmouth Park Montana OTB Monticello Mountaineer Park Mt. Pleasant Meadows Nassau Regional OTB New Jersey Casino Assoc. Nevada Pari-Mutuel Assoc. Newport Jai Alai NJ Bets (ADW) Northfield, Cedar Downs OTB, Northville NYRA NYRA Account Wagering Oaklawn Ocean Downs Panama PARX PARX Phone Bet Penn National Penn National Telebet Peru Plainridge Race Course Plainridge Telephone Wagering Player Management Group Pocono Account Wagering Pocono Downs and OTB Portland Meadows Potawatomi Casino/ OTB Prairie Meadows Premier Turf Club Presque Isle Downs Raceway Park Racing2Day LLC Racing2Day Intl. (Stan James) Remington Park , Remington OTB Network Retama Racing & Gaming Services Rillito Park River Downs Rockingham Park Rockingham Account Wagering Ruidoso Downs Running Aces Harness Park Saddle Brook Park Sam Houston, Turfway Park TVG Chester TVG Network Saratoga Harness Raceway Saratoga Bets (ADW) Scarborough Scioto Downs Seabrook Greyhound Social Gaming Sol Mutuel Southland Greyhound Sports Creek Raceway State Fair (Lincoln, NE) Suffolk District OTB Suffolk Downs Sunland Park SunRay Park & Casino Tampa Bay Downs Taunton Acct Wagering Taunton Dog Track Inc. The Downs at Albuquerque Thistledown Tioga Downs Tri-State GH (Mardi Gras) Turf Paradise Turf Paradise Bets (ADW) TVG Prairie Twin River Greyhound TwinSpires TwinSpires High Volume Velocity Wagering Ltd. Venezuela OTB Vernon Downs WatchandWager Western OTB Wheeling Downs Will Rogers Downs Wyoming OTB Wyoming Downs XpressBet Yonkers Raceway Yonkers ADW Youbet Group 1 Zia Park 123Gaming / Separate Pool Locations Camarero (Puerto Rico) Caymanas (Jamaica) Codere (Mexico/Spain) MIR Books (Caliente) NDS Books (Nevada) Tabcorp (Australia) Tattsbet (Australia) New Zealand Racing Board / Canadian Locations:Alberta Downs, Assiniboia, Barrie, Charlottetown, Clinton Teletheatre, Dresden, Elmira Raceway, Evergreen Park, Exhibition Park, Flamboro Downs,Fraser Downs, Fort Erie, Frederiction Raceway, Georgian Downs, Grand River, Hanover Raceway, Hastings Park, Hiawatha, Hipodrome de Quebec, Inverness RacewayKawartha Downs, Marquis Downs, Mohawk, New Brunswick, Northlands, Northside Downs, Picov Downs, Quinte Raceway, Rideau Carlton,Rocky Mountain Turf Club, Royal Britiana Hub, St. Johns, Sudbury Downs, Summerside, TBC Sandown, TBC Teletheaters, Truro Raceway, Valley Greyhound Park, Western Fair, Woodbine,

F. California minisatellite wagering facilities the fair proposes to offer its live audiovisual signal: OC Tavern & Sports Bar, San Clemente; Commerce Club, City of Commerce, Firehouse Restaurant, Bakersfield, Santa Clarita Lanes, Santa Clarita, Tilted Kilt, Thousand Oaks, Sammy's Restaurant & Bar, Mission Viejo.

G. List the host tracks from which the fair proposes to import out-of-state and/or out-of-country Thoroughbred races. Include the dates imported races will be held and whether a full card will be

accepted. If the full card will not be imported, state "selected feature and/or stakes races". N/A

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

THOROUGHBRED SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races
See 11D		

H. List imported simulcast races the fair plans to receive during the racing meeting that use breeds other than the breed of the majority of horses racing at its live horse racing meeting. Include the name of the host track, the dates imported races will be held, and how many races will be imported.

OTHER BREED SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Breed of Horse	Race Dates	Number of Races to be Imported
Los Alamitos	Quarter Horses	Per CHRB Calendar	Full Card
Cal Expo	Standardbreds	Per CHRB Calendar	Full Card

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

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

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

13. RACING OFFICIALS, OFFICIALS, AND OFFICIATING EQUIPMENT

A. Racing officials nominated:

Association Veterinarian(s)	Mike Parker
Clerk of Scales	Kenny Fowler
Clerk of the Course	Dawn Schmid
Film Specialist	Myra Troske
Horse Identifier	Gary Greiner
Horseshoe Inspector	Jackie Payton
Paddock Judge	Jackie Payton
Patrol Judges	Myra Troske

Placing Judges	Steve Martinelli & Jerry Stone
Starter	Randy Cope
Timer	Melody Truitt

B. Management officials in the racing department:

Director of Racing	Larry Swartzlander
Racing Secretary	Tom Doutrich
Assistant Racing Secretary	Lisa Jones
Paymaster of Purses	Heather Haviland
Others (identify by name and title)	

C. Name, address, email, and telephone number of the reporter employed to record and prepare transcripts of hearings conducted by the stewards: Esquire Deposition Services, 155 E. Shaw Ave, Suite 201, Fresno, CA 93704 (559)261-2324 Tricia Martinez

D. Photographic device to be used for photographing the finish of all races, name of the person supplying the service, and expiration date of the service contract: Plusmic Corporation USA – Bill O'Brien (Expires 12/7/23)

E. Indicate photo patrol video equipment to be used to record all races, name of the person supplying the service, and expiration date of the service contract. Specify the number and location of cameras for dirt and turf tracks. Pegasus Communication, Inc. – Jim Porep) Contract (Expires 4/30/24) Equipment description on file with the Board: 5 Cameras – (3 Tower, 1 Pan, 1-Hand Held)

F. Type of electronic timing device to be used for the timing of all races, name of the person supplying the service, and expiration date of the service contract: Pegasus Communication, Inc. – Jim Porep - Contract (Expires 4/30/2024)

14. SECURITY CONTROLS

A. State the name and title of the person responsible for security controls on the premises. Include an organizational chart of the security department and a list of the names of security personnel and contact telephone numbers. Director of Racing Larry A. Swartzlander, (916) 799-7084; Organizational chart Attached.

B. Estimated number of security guards, gatemen, patrolmen, or others to be engaged in security tasks on a regular full-time basis: Grandstand Security Guards: 10 Security Guards plus 2 Fresno Police Officers. Stable Gate Area Security Guards: 6 Gatemen; 2 Stable area patrols: 6 Security Guards; and an on-ground stall superintendant live in the backside area and makes rounds throughout the night checking horses and stalls.

1. Attach a written plan for enhanced security for graded stakes races and races of $100,000 or more, to include the number of security guards in the restricted areas during a 24-hour period and a plan for detention stalls.

2. Detention Stalls:
   a. Attach a plan for use of graded stakes or overnight races.
   b. Number of security guards in the detention stall area during a 24-hour period. N/A
   c. Describe number and location of surveillance cameras in detention stall area. Surveillance cameras at each end of the detention shed row and two in between.

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FRESNO SECURITY ORGANIZATION CHART

Big Fresno Fair
CEO
Lauri King
Cell: 559-994-3135

Big Fresno Fair

Ruben Gastelo
Cell: 559-994-3105

Rob Simpson

Security CEO

Cell: 559-433-5023

Fresno County Private Security Company

559-233-9800

Fresno Police Department
Sgt. Mark Van Wyhe
Cell: 559-908-1175

3. TCO2 Testing:
   a. Number of races to be tested and number of horses entered in each race to be tested. All horses in thoroughbred races where the number is determined by a random algorithm generator.
   b. Plan for enhanced surveillance for trainers with high-test results: Trainer with high test results will be moved to the detention area.
   c. Plan for detention stalls for repeat offenders: Ten (10) stalls adjacent to Test Barn, which are under 24-hour video surveillance.
   d. Number of security personnel assigned to the TCO2 program: One (1) 24-hour security guard when detention stalls are occupied.

C. Describe the electronic security system. CARF surveillance equipment and program that travels between racing fairs.

1. Location and number of video surveillance cameras for the detention stall and stable gate: 4 surveillance cameras monitoring this area.

15. EMERGENCY SERVICES

A. Name, address, and emergency telephone number of the ambulance service to be used during workouts and during racing: American Ambulance shall provide an Advanced Life Support (ALS) ambulance with minimum staffing of one paramedic and one emergency medical technician at racetrack workout from 6:30 am until 10:00 daily as requested prior to the opening of the Big Fresno Fair. In addition to scheduled racetrack workouts, an ambulance will be provided from 12:00 until the end of racing each day, for the duration of the Big Fresno Fair, October 7-16. American Ambulance, 2011 E. Tulare Street, Fresno, CA 93721 (559) 443-5900. Emergency Contact: Russ Richardson. CCEMSA Communications Center Supervisor (559) 600-7406 or 911. Fresno County Contract 07-292 and CCEMSA policy 200 specifices American Ambulance as the paramedic provider servicing the "Fresno County Exlusive Operating Area", including the area of the Big Fresno Fair. Licensing and certification as well contract compliance is monitored by the Central California Emergency Medical Services Authority as well as the California Emergency Medical Services Authority. The Fresno First-Aid station is manned by 2 medical teams during Fair hours of 4:00pm-11:00pm on weekdays and 10:00am-12:00am on weekends. These teams have a minimum staffing of one paramedica and one emergency medical technician. Please see Attached Form 112, 133, 200, 291 & Form 547 in this section with Fresno County Procedures. See Attached Letter from American Ambulance.

1. Attach a certification from the ambulance service(s) listed in 15.A. certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.

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

1. Attach a certification from the ambulance service(s) listed in 15.B. certifying that the paramedic staff are licensed with the California Emergency Medical Services Authority.

C. Describe the on-track first aid facility, including equipment and medical staffing. . Each paramedic ambulance is equipped to provide Advanced Life Support as outlined in CCMESA policy 291, including ECG monitoring, defibrillation, endotracheal

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July 7, 2022

Lauri King
CEO
Big Fresno Fair
1121 S. Chance Ave
Fresno, CA 93702

Dear Lauri:

All of the personnel staffing ambulances supplied by American Ambulance are currently certified and have met the certification requirements set forth by the Central California Emergency Medical Services Agency (CCEMSA) in addition to meeting the licensure and/or certification requirements of the California Emergency Medical Services Authority.

Paramedic's meet all of the requirements outlined in CCEMSA policy 133 (attached).

Emergency Medical Technician's meet all of the requirements outlined in CCEMSA policy 112 (attached).

All of the paramedic ambulances providing service to the Big Fresno Fair are defined as Advanced Life Support Unit (ALSU): ***An ambulance unit which is equipped and staffed to provide Paramedic level patient care,*** as outlined in CCEMSA policy 291 (attached).

Please contact me if you require further information about the credentialing or licensure of EMT's and Paramedics that will be providing emergency medical services to participants and patrons of the Big Fresno Fair.

Russ Richardson

Russ Richardson
Quality Improvement Manager
American Ambulance
2911 East Tulare Ave
Fresno, CA 93721
(559) 443-5915

Paramedics
AMERICAN AMBULANCE
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AMERICAN AMBULANCE
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intubation, needle thoracotomy, intravenous fluid, medication, spinal immobilization, splinting and hemorrhage control.

D. Name and emergency telephone number of the licensed physician on duty during the race meeting: Breena Silzinoff, N.P. 559-977-8477

E. Name, address, and emergency telephone number of the hospital to be used for admittance and treatment of emergency injuries in the event of an on-track injury to a jockey: Community Medical Centers, 2823 Fresno Street, Fresno, CA. 93715 (559) 459-6000.

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

G. Names of health and safety manager and assistant manager responsible for compliance of health and safety provisions pursuant to Business and Professions Code section 19481.3(d): Lauri King, CEO.

H. Attach a fire clearance from the fire authority having jurisdiction over the premises.

I. Name of the workers' compensation insurance carrier for the fair and the number of the insurance policy (if self-insured, provide details): California Fair Services Authority

J. Attach a Certificate of Insurance for workers' compensation coverage. The CHRB is to be named as a certificate holder and given not less than ten (10) days' notice of any cancellation or termination of insurance that secures the liability of the fair for payment of workers' compensation.

NOTICE TO APPLICANT: Every licensee conducting a horse racing meeting shall, pursuant to Business and Professions Code section 19481.3, maintain, staff, and supply an on-track first aid facility, which may be either permanent or mobile, that shall be staffed and equipped as directed by the Board. A qualified and licensed physician shall be on duty at all times during live racing, except that this provision shall not apply to any Quarter Horse racing at the racetrack if there is a hospital situated no more than 1.5 miles from the racetrack and the racetrack has an agreement with the hospital to provide emergency medical services to jockeys and riders. An ambulance licensed to operate on public highways provided by the track shall be available at all times during live racing and shall be staffed by two (2) emergency medical technicians licensed in accordance with Division 2.5 (commencing with Section 1797) of the Health and Safety Code, one of whom may be an Emergency Medical Technician Paramedic, as defined in Section 1797.84 of the Health and Safety Code. Each racing association and racing fair shall adopt and maintain an emergency medical plan detailing the procedures that shall be used in the event of an on-track injury. The plan shall be posted in each jockey room in English and Spanish. Prior to every race meeting, the racing association or racing fair shall contact area hospitals to coordinate procedures for the rapid admittance and treatment of emergency injuries. Each racing association or racing fair shall designate a health and safety manager and assistant manager, who shall be responsible for compliance with the provisions of this section, and one of whom shall be on duty at all times when live racing is conducted. The health and safety manager may, at the discretion of the racing association, be the person designated to perform risk management duties on behalf of the association.

16. CONCESSIONAIRES AND SERVICE CONTRACTORS

A. Names and addresses of all persons to whom a concession or service contract has been given, **other than those already identified,** and the goods and/or services to be provided by each: No additions.

B. Does the fair plan to provide its own concessions? ☐ Yes ☒ No

17. ON- TRACK ATTENDANCE/FAN DEVELOPMENT

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Item #15F English:

Alameda County Fair Racing Accident Procedures

In case of an accident on the racetrack, the following procedures are to be implemented:

Track Ambulance

The track ambulance will travel immediately to the scene of an accident and assume triage and patient care responsibilities and evacuate.

Security

1. As soon as possible, a member of the track security staff shall report to the scene of the accident and thereafter take direction from the EMT responsible for the accident scene management. The track security representative shall be responsible for keeping bystanders away from the accident scene.

2. A member of the track security staff shall proceed to the Jockey's Room to secure the ambulance transfer area and prevent visitation from bystanders away from the accident area.

3. A member of the track security staff shall be responsible for escorting emergency vehicles.

4. The security staff shall be responsible for all "crowd control" activities.

Racing Staff/Track Veterinarian

1. Upon arrival at the scene, the Outrider should hold the injured horse in order to prevent further harm to people, horses and property.

2. Horses with severe injuries should be transported off the track via the horse ambulance whenever it is practical to do so.

3. The track veterinarian shall make the decision as to the necessity of euthanasia on the track.

4. The screen blocking the public's view of the injured horse shall be set-up prior to the euthanasia procedure.

5. Outriders are responsible for the removal of any debris from the racetrack following the removal of the injured person or horse from the track.

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Plant Staff

1. The Horse Ambulance shall travel immediately to the scene of an accident whenever it appears that a horse will require transport.

2. Members of the plant department who are near the accident site shall assist in screening the accident scene from the public view and shall take direction from the EMT that is responsible for the management of the accident scene.

Announcer

The announcer shall make riders aware of the details of the situation (such as the location of a loose horse, the necessity to pull up, etc), enabling them to take the necessary steps to mitigate additional problems.

Senior Management

1. A senior management representative should quickly proceed to the location on the racetrack where the accident has occurred. The manager should report to other members of the management team as to the accident status.

2. An additional member of the management team should report to the video department in order to monitor the scene and determine the extent of video coverage to be transmitted to the public.

3. A member of the management team should provide input as to announcements to be made by the track announcer.

4. A member of the senior management team should be responsible for seeing that information regarding the accident is communicated to family members of the injured. Efforts need to be made to escort family members to the hospital, if necessary. In this regard, a current compilation as to who should be notified in the case of an injured jockey is kept on file.

5. All public address announcements and responses to press inquiries are within the sole purview of the senior member of the management team then available.

All Department Heads

All Department heads shall communicate to their employees that, although intentions are good, the treatment of the injured rider must be left up to trained personnel, and all other employees must stay away from the scene of an accident.

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Item #15 F Spanish:

Procedimiento en caso de Accidente en Alameda County Fair

De ocurir un accidente en el hopodromo, se debe hacer lo siguiente:

El personal de la Ambulancia

El personal de la ambulancia trasladarse inmediatamente al lugar del accidente siumpre que lo necesario para tartar a la(s) victima(s).

Sequridad

1. Tan pronto como sea possible, unmiembro de seguridad del hipodromo debera reportarse al lugar del accidente y desde ahi recibir las instrucciones del Paramedico responsible del lugar del accidente. El miembro de seguridad sera responsible de mantener a los transeuntes fuera del lugar del accidente..

2. Un miembro del departamento de seguridad del hipodromo se acercara al cuart del jockey para asguarar el area donde la amulancia estara y prevenir que transeuntes y personas ajenas se acerquen.

3. Un miembro de seguridad del hipodrmomo sera responsible de escoltar a los vehiclulos de emergencia..

4. Los miembros de sequridad seran responsible de controlar a la multitud.

Personal de Carreras/Vetennano del hipodromo

1. Una vez en el lugar del accidente, el Outrider/escolta debera sujetar al caballo herido para evitar que lastime a la gente, a otros caballos o a la propiedad.

2. Los caballos muy mal heridoa deberan ser sacados de la pista con la ambulancia para caballos, siempre que sea possible hacerlo de esa manera.

3. El veterinano del hipodromo debera decider si se sacrifice al caballo en la pista.

4. Sea possible hacerlo, se debe colocar la pantalla/screen para tapa la vista al publico, antes de iniciar el procedimiento de sacrificio del animal.

5. Los Outriders son responsables de remover cualquier desecho en la pista desputes de que la persona o caballo accidentado haya sido trasladado del lugar.

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Personal de Planta/Plant Staff

1. La Ambulancia de Caballos debera trasladarse inmediatamente al lugar del accidente siempre que un caballo este severamente lesionado y necesite transporte.

2. Los miembros del departamento de planta que esten cerca del accidente deberan ayudar a fapar el lugar para que el pulico no pueda ver lo que sucede, ademas deberan recibir instrucciones del Paramedico responsible del lugar del accidente.

Locutor

El locator debera informar a los jinetes acerca de los detalles de la situcion (como la ubicacion del caballo suelto, la necesidad de adelantar, etc.) para que puedan hacer lo necesario y mitigar otros problemas.

Gerencia

1. Un representante de la gerencia se apersonara rapidamente al lugar del accidente en el hoipodromo. El genente informara a los otros gerents sobre las lesions sufridas.

2. Otro representante de la gerencia debera informar al departamento de videio para monitorear la escena y ver la cobertura de video que sera transmitida al publico.

3. Un miembro de la gerencia debera aportar con informacion sobre los anuncios que debera hacer el locutor.

4. Un miembro de la gerencia sera responsible de ver que la informacion con respecto al accidente sea dada a los familiars de los heridos. Se debe hacer lo necesario para acompanar a los familiars a los hospitals, de ser el caso. Al respecto, es necesario tener un registro de la persona a quien se debe comunicar en caso de que un jockey sufra un accidente.

5. Todos los anuncios publicos y respuestas a la prensa las realize unicamente el funcionario de gerencia de alto nivel que se encuentre disponible en ese momento.

Todo los Jefes de Departamento

Todos los Jefes de Departamento deben comunicar a sus empleados que, a pesar de que las intenciones sean buenas, el tratamiento de un jinete/jockey herido debe ser realizado por el personal calificado para ello, y todos los demas empleados deben permanecer lejos del lugar del accidente.

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CALIFORNIA AUTHORITY OF RACING FAIRS
a California joint powers agency

1776 Tribute Road, Suite 150
Sacramento, CA 95815
Office: 916.263.3346 Fax: 916.263.3341
www.calfairs.com

August 18, 2022

California Horse Racing Board
ATTN: Scott Chaney
1010 Hurley Way
Suite 300
Sacramento, CA 95825

Mr. Chaney,

The Big Fresno Fair Department Fire Inspection was completed and passed on August 16, 2022. As was the case in the Alameda County Fairground's fire clearance, it will not comply with 4 CCR 1927 for the 2022 racing season. The Big Fresno Fair will comply with all County Fire requirements.

CARF previously had requested the rule be revisited and addressed for exceptions to the requirements listed in 4 CCR 1927 as they apply to the fairs and auxiliary stabling sites. Our position remains the same and we would ask in the interim that the Big Fresno Fair be granted an exemption to this rule for the 2022 Racing Season.

Regards,

Larry A. Swartzlander
Executive Director, CARF

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Fire and Life Safety Division - South
602 E Huntington Dr, Suite A, Monrovia, CA 91016
(626) 305-1908

PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00031

JURISDICTION: Life Safety South

BUILDING OWNER:

BUILDING NAME: HORSE BARN # 18

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93702

INSPECTION INFORMATION

Inspection Number : 110840

Inspection Type: Annual

Inspection Date : 08/10/2022

Inspection Status : Passed

Inspector: Polly Parenti

Inspection Hours : 0.5

Inspector Signature: Polly Parenti

Travel Hours : 0.25

Inspection Comments: A reinspection occurred on August 10, 2022 for the annual inspection that occurred on July 7, 2022. All items have been corrected.

Accompanied By:

Signed:

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

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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00032

JURISDICTION: Life Safety South

BUILDING OWNER:

BUILDING NAME: HORSE BARN # 19

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93702

INSPECTION INFORMATION

Inspection Number : 126640

Inspection Type: Annual

Inspection Date : 08/10/2022

Inspection Status : Passed

Inspector: Polly Parenti

Inspection Hours : 0.25

Inspector Signature: Polly Parenti

Travel Hours : 0

Inspection Comments: A reinspection of horse barn 19 occurred on August 10, 2022 and was witnessed by Aguirre Fire Protection. Witnessed the two hour two hundred pound pressure test of the sprinkler system, passed test. Received annual and five year test documentation. Received fire alarm documentation.

Accompanied By:

Signed:

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00033

JURISDICTION: Life Safety South

BUILDING OWNER:

BUILDING NAME: HORSE BARN # 20

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93704

INSPECTION INFORMATION

Inspection Number : 126917

Inspection Type: Annual

Inspection Date : 08/16/2022

Inspection Status : Passed

Inspector: Polly Parenti

Inspection Hours : 0.25

Inspector Signature: Polly Parenti

Travel Hours : 0

Inspection Comments: Conducted a reinspection of barn 20, witnessed by Rod Seitz. Witnessed two hour, 200 lb hydrostatic pressure test of the fire sprinkler system, passed test.Passed inspection.

Accompanied By:

Signed:

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00034
JURISDICTION: Life Safety South
BUILDING OWNER:
BUILDING NAME: HORSE BARN # 21
BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93704

INSPECTION INFORMATION

Inspection Number : 108928
Inspection Type: Annual
Inspection Date : 08/10/2022
Inspection Status : Passed
Inspector: Polly Parenti
Inspection Hours : 0.5
Inspector Signature: Polly Parenti
Travel Hours :
Inspection Comments: Conducted a reinspection of Barn 21 on August 10, 2022. Witnessed two hour hydrostatic test-passed inspection. Received documentation of fire sprinkler testing and fire alarm testing. Verified broken gauge was replaced on the sprinkler riser.
Accompanied By:
Signed:

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00035

JURISDICTION: Life Safety South

BUILDING OWNER:

BUILDING NAME: HORSE BARN # 22

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93704

INSPECTION INFORMATION

Inspection Number : 126626

Inspection Type: Annual

Inspection Date : 08/10/2022

Inspection Status : Passed

Inspector: Polly Parenti

Inspection Hours : 0.25

Inspector Signature: Polly Parenti

Travel Hours : 0

Inspection Comments: A reinspection of Barn 22 occurred on August 10, 2022. Witnesed two hour hydrostatic pressure test of the fire sprinkler system and received documentation for fire alarm testing and sprinkler system testing. Witnessed installation of no smoking sign on the north side of the barn.

Accompanied By:

Signed:

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

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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00036
JURISDICTION: Life Safety South
BUILDING OWNER:
BUILDING NAME: HORSE BARN # 23
BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93704

INSPECTION INFORMATION

Inspection Number : 126912
Inspection Type: Annual
Inspection Date : 08/16/2022
Inspection Status : Passed
Inspector: Polly Parenti
Inspection Hours : 0.25
Inspector Signature: Polly Parenti
Travel Hours : 0
Inspection Comments: A reinspection of horse barn 23 occurred on August 16, 2022 and was witnessed by Aguirre Fire Protection. Witnessed the two hour, 200 lb hydrostatic pressure test of the fire sprinkler system. Passed inspection.
Accompanied By:
Signed:

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00037

JURISDICTION: Life Safety South

BUILDING OWNER:

BUILDING NAME: HORSE BARN # 24

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93704

INSPECTION INFORMATION

Inspection Number : 108934

Inspection Type: Annual

Inspection Date : 08/16/2022

Inspection Status : Passed

Inspector: Polly Parenti

Inspection Hours : 0.5

Inspector Signature: Polly Parenti

Travel Hours : 0

Inspection Comments: A reinspection of horse barn 24 occurred on August 16, 2022 and was witnessed by Rod Seitz. Passed inspection.

Accompanied By:

Signed:

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00040

JURISDICTION: Life Safety South

BUILDING OWNER:

BUILDING NAME: HORSE BARN # 27

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93704

INSPECTION INFORMATION

Inspection Number : 126915

Inspection Type: Annual

Inspection Date : 08/16/2022

Inspection Status : Passed

Inspector: Polly Parenti

Inspection Hours : 0.25

Inspector Signature: Polly Parenti

Travel Hours : 0

Inspection Comments: A reinspection of barn 27 occurred on August 16, 2022 and was witnessed by Aguirre Fire Protection. Witnessed two hour, 200 lb hydrostatic pressure test of fire sprinkler piping. Passed inspection.

Accompanied By:

Signed:

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00042

JURISDICTION: Life Safety South

BUILDING OWNER:

BUILDING NAME: HORSE BARN # 29

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93702

INSPECTION INFORMATION

Inspection Number : 126916

Inspection Type: Annual

Inspection Date : 08/16/2022

Inspection Status : Passed

Inspector: Polly Parenti

Inspection Hours : 0.25

Inspector Signature: Polly Parenti

Travel Hours : 0

Inspection Comments: Conducted a reinspection of horse barn 29 witnessed by Aguirre Fire Protection. Witnessed two hour, 200 lb hydrostatic pressure test, passed inspection.

Accompanied By:

Signed:

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00043

JURISDICTION: Life Safety South

BUILDING OWNER:

BUILDING NAME: HORSE BARN # 30

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93702

INSPECTION INFORMATION

Inspection Number : 126745

Inspection Type: Annual

Inspection Date : 08/11/2022

Inspection Status : Passed

Inspector: Polly Parenti

Inspection Hours : 0

Inspector Signature: Polly Parenti

Travel Hours : 0

Inspection Comments: Conducted a reinspection on August 10, 2022 and was witnessed by Aguirre Fire Protection. Received copies of the annual and five year report for the fire sprinklers system. Witnessed the two hour, 200 lb hydrostatic pressure test of the fire sprinklers, passed the test. Received a copy of the fire alarm system test report.

Accompanied By:

Signed:

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00044

JURISDICTION: Life Safety South

BUILDING OWNER:

BUILDING NAME: HORSE BARN # 31

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93702

INSPECTION INFORMATION

Inspection Number : 126913

Inspection Type: Annual

Inspection Date : 08/16/2022

Inspection Status : Passed

Inspector: Polly Parenti

Inspection Hours : 0.25

Inspector Signature: Polly Parenti

Travel Hours : 0

Inspection Comments: Conducted a reinspection of horse barn 31. Witnessed the successful two hour, 200 lb. hydrostatic pressure test of the fire sprinkler system by Aguirre Fire Protection. Passed inspection.

Accompanied By:

Signed:

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00045

JURISDICTION: Life Safety South

BUILDING OWNER:

BUILDING NAME: HORSE BARN # 32

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93702

INSPECTION INFORMATION

Inspection Number : 126903

Inspection Type: Annual

Inspection Date : 08/16/2022

Inspection Status : Passed

Inspector: Polly Parenti

Inspection Hours : 0.25

Inspector Signature: Polly Parenti

Travel Hours : 0

Inspection Comments: A reinspection of horse barn 32 occurred on August 16, 2022 and was witnessed by Rod Seitz of the Big Fresno Fair. Passed inspection.

Accompanied By:

Signed:

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00046

JURISDICTION: Life Safety South

BUILDING OWNER:

BUILDING NAME: HORSE BARN # 33

BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93702

INSPECTION INFORMATION

Inspection Number : 108909

Inspection Type: Annual

Inspection Date : 08/10/2022

Inspection Status : Passed

Inspector: Polly Parenti

Inspection Hours : 0.25

Inspector Signature: Polly Parenti

Travel Hours : 0

Inspection Comments: A reinspection occurred on August 10, 2022 and was witnessed by Aguirre Fire Protection. Witnessed two hour, 200 lb. hydrostatic pressure test of fire sprinkler system, passed inspection. Received copies of annual and five year inspection reports for fire sprinkler system. Received a copy of the fire alarm test results.

Accompanied By:

Signed:

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

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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00047
JURISDICTION: Life Safety South
BUILDING OWNER:
BUILDING NAME: HORSE BARN # 34
BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93702

INSPECTION INFORMATION

Inspection Number : 126902
Inspection Type: Annual
Inspection Date : 08/16/2022
Inspection Status : Passed
Inspector: Polly Parenti
Inspection Hours : 0
Inspector Signature: Polly Parenti
Travel Hours : 0
Inspection Comments: A reinspection of horse barn 34 occurred on August 16, 2022 and was witnessed by Rod Seitz of the Big Fresno Fair. Passed inspection.
Accompanied By:
Signed:

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

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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00048
JURISDICTION: Life Safety South
BUILDING OWNER:
BUILDING NAME: HORSE BARN # 35
BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93702

INSPECTION INFORMATION

Inspection Number : 126753
Inspection Type: Annual
Inspection Date : 08/11/2022
Inspection Status : Passed
Inspector: Polly Parenti
Inspection Hours : 0
Inspector Signature: Polly Parenti
Travel Hours : 0
Inspection Comments: A reinspection of barn 35 occurred on August 10, 2022 and was witnessed by Aguirre Fire Protection. Received copies of the annual and five year certification of fire sprinkler systems and a copy of the fire alarm testing report. Witnessed a two hour, 200 lb hydrostatic pressure test which passed the test.
Accompanied By:
Signed:

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

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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00049
JURISDICTION: Life Safety South
BUILDING OWNER:
BUILDING NAME: HORSE BARN # 36
BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93702

INSPECTION INFORMATION

Inspection Number : 126634
Inspection Type: Annual
Inspection Date : 08/10/2022
Inspection Status : Passed
Inspector: Polly Parenti
Inspection Hours : 0.25
Inspector Signature: Polly Parenti
Travel Hours : 0

Inspection Comments: A reinspection of horse barn 36 occurred on August 10, 2022 and was witnessed by Aguirre Fire Protection. This was a reinspection for inspection number 125840. Witnessed a two hour two hundred pound hydrostatic pressure test of the fire sprinkler system, passed inspection. Witnessed replaced escutcheons in T-3 and T-6. Received copies of 5 year and annual inspection reports.

Accompanied By:

Signed:

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

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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00050
JURISDICTION: Life Safety South
BUILDING OWNER:
BUILDING NAME: HORSE BARN # 37
BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93702

INSPECTION INFORMATION

Inspection Number : 126754
Inspection Type: Annual
Inspection Date : 08/11/2022
Inspection Status : Passed
Inspector: Polly Parenti
Inspection Hours : 0
Inspector Signature: Polly Parenti
Travel Hours : 0
Inspection Comments: A reinspection of barn 37 occurred on August 10, 2022 and was witnessed by Aguirre Fire Protection. Witnessed two hour, 200 lb hydrostatic pressure test of the fire sprinkler system- passed test. Received documentation of the annual and five year tests of the sprinkler system and a copy of the fire alarm system testing record. Witnessed replacement of broken control valve on the sprinkler riser.
Accompanied By:
Signed:

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

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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00051
JURISDICTION: Life Safety South
BUILDING OWNER:
BUILDING NAME: HORSE BARN # 38
BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93702

INSPECTION INFORMATION

Inspection Number : 126904
Inspection Type: Annual
Inspection Date : 08/16/2022
Inspection Status : Passed
Inspector: Polly Parenti
Inspection Hours : 0.25
Inspector Signature: Polly Parenti
Travel Hours : 0
Inspection Comments: A reinspection of horse barn 38 occurred on August 16, 2022. Passed reinspection. Awaiting reports for fire hydrant testing in barn area from licensed fire sprinkler contractor. Contractor was testing on 8/16/22.
Accompanied By:
Signed:

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00052
JURISDICTION: Life Safety South
BUILDING OWNER:
BUILDING NAME: HORSE BARN # 39
BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93702

INSPECTION INFORMATION

Inspection Number : 108938
Inspection Type: Annual
Inspection Date : 08/16/2022
Inspection Status : Passed
Inspector: Polly Parenti
Inspection Hours : 0.75
Inspector Signature: Polly Parenti
Travel Hours : 0
Inspection Comments: A reinspection occurred on August 16, 2022 and was witnessed by Rod Seitz of the Big Fresno Fair. Witnessed replacement of missing escutcheons. Passed inspection. Fire hydrant report is coming soon from Aguirre Fire Protection.
Accompanied By:
Signed:

INSPECTION INFORMATION

Inspection Number : 126922
Inspection Type: Annual
Inspection Date : 08/16/2022
Inspection Status : Passed
Inspector: Polly Parenti
Inspection Hours : 0.25
Inspector Signature: Polly Parenti
Travel Hours : 0
Inspection Comments:
Accompanied By:
Signed:

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00053
JURISDICTION: Life Safety South
BUILDING OWNER:
BUILDING NAME: HORSE BARN # 40
BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93702

INSPECTION INFORMATION

Inspection Number : 110838
Inspection Type: Annual
Inspection Date : 08/16/2022
Inspection Status : Passed
Inspector: Polly Parenti
Inspection Hours : 0.75
Inspector Signature: Polly Parenti
Travel Hours : 0
Inspection Comments: A reinspection of horse barn 40 occurred on August 16, 2022 and was witnessed by Rod Seitz from the Big Fresno Fair. Witnessed replacement of missing escutcheons. Passed inspection.
Accompanied By:
Signed:

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00054
JURISDICTION: Life Safety South
BUILDING OWNER:
BUILDING NAME: HORSE BARN # 41
BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93702

INSPECTION INFORMATION

Inspection Number : 108940
Inspection Type: Annual
Inspection Date : 08/16/2022
Inspection Status : Passed
Inspector: Polly Parenti
Inspection Hours : 0.5
Inspector Signature: Polly Parenti
Travel Hours : 0.25
Inspection Comments: Conducted a reinspection of horse barn 41on August 16, 2022 and was witnessed by Rod Seitz of the Big Fresno Fair. Witnessed removal of rope hanging from fire sprinkler piping in between stalls 18-19. Passed inspection.
Accompanied By:
Signed:

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

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PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-10-91-0001-00055
JURISDICTION: Life Safety South
BUILDING OWNER:
BUILDING NAME: HORSE BARN # 42
BUILDING ADDRESS: 1121 SOUTH CHANCE AVENUE, FRESNO , CA 93704

INSPECTION INFORMATION

Inspection Number : 108898
Inspection Type: Annual
Inspection Date : 08/16/2022
Inspection Status : Passed
Inspector: Polly Parenti
Inspection Hours : 1
Inspector Signature: Polly Parenti
Travel Hours : 0
Inspection Comments: A reinspection of horse barn #42 occurred on August 16, 2022 and was witnessed by Rod Seitz of the Big Fresno Fair. Missing escutcheons have been replaced. Passed inspection
Accompanied By:
Signed:

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

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DEPARTMENT OF FORESTRY AND FIRE PROTECTION

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

SPOT INSPECTION REPORT

LOCATION INFORMATION

Building Name:

Street Address: 1121 SOUTH CHANCE AVENUE **County:** Fresno

City, State, Zip code: Fresno, CA, 93702

Lot Number: **Suite Number:**

Floor Number:

Agency: DAA Big Fresno Fair (60030)

SFM File No.:

INSPECTION INFORMATION

Inspection Number : 126826 **Inspection Type:** Spot Inspection

Inspection Date : 07/22/2022 **Inspection Status :** Passed

Inspector: Polly Parenti **Inspection Hours :** 0

Inspector Signature: Polly Parenti **Travel Hours :** 0

Inspection Comments: An annual inspection of the dead horse barn occurred on July 22, 2022 and was witnessed by Rod Seitz of the Big Fresno Fair. No violations noted.

Discussed With: Taylor Childers **Title:** special event coordinator

Accompanied By: **Title:** special event coordinator

Taylor Childers

Signed:

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DEPARTMENT OF FORESTRY AND FIRE PROTECTION

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

SPOT INSPECTION REPORT

LOCATION INFORMATION

Building Name: QUARANTINE VETERINARY HORSE BARN

Street Address: 1121 SOUTH CHANCE AVENUE

County: Fresno

City, State, Zip code: Fresno, CA, 93702

Lot Number:

Suite Number:

Floor Number:

Agency: DAA Big Fresno Fair (60030)

SFM File No.: 04-10-91-0001-10001

INSPECTION INFORMATION

Inspection Number : 126821

Inspection Type: Spot Inspection

Inspection Date : 08/16/2022

Inspection Status : Passed

Inspector: Polly Parenti

Inspection Hours : 0.25

Inspector Signature: Polly Parenti

Travel Hours : 0.25

Inspection Comments: A reinspection of the quarantine horse barn occurred on August 16, 2022 and was witnessed by Rod Seitz. Passed inspection.

Discussed With: Taylor Childers

Title: special event coordinator

Accompanied By:

Title: special event coordinator

Taylor Childers

Signed:

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CALIFORNIA
FAIR SERVICES
AUTHORITY

July 6, 2022

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

Re: Big Fresno Fair/21st DAA
1121 South Chance Avenue
Fresno, CA 93702

Please be advised that the Big Fresno Fair/21st 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. GENERAL LIABILITY PROGRAM

A.	Primary Coverage	$100,000 self-insured retention California Fair Services Authority (includes liquor liability) Coverage continuous until canceled
B.	Excess Coverage	$24,900,000 in excess of $100,000 (includes Liquor Liability) Coverage provided by CSAC Excess Insurance Authority Term: 7/1/22 to 7/1/23

II. 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 CSAC Excess Insurance Authority Term: 7/01/2022 to 7/01/2023

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 Big Fresno Fair/21st 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

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

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

B. Promotional/Marketing budget for this race meeting: .$350,772.00
Promotional/Marketing budget for prior race meeting: .$332,521.00

C. Number of hosts and hostesses employed for meeting: 22

D. Describe facilities set aside for new fans. The Big Fresno Fair is always working to create new experiences for our fans. We will be bringing back our Losers and Winners program. We have been doing facility improvements including painting and deep cleaning.

E. Describe any improvements to the physical facility in advance of the meeting that directly benefit:
1. Horsemen — The barns have been repaired and painted.
2. Fans — Facility has been painted.
3. Facilities in the restricted areas

18. SCHEDULE OF CHARGES

A. List proposed charges. Note any changes from previous year.

Admission (general)	$12.00	$8.00 Child $8.00 Seniors
Admission (clubhouse)	$10.00	
Reserved seating (general)	$6.00	
Reserved seating (clubhouse)	$10.00	
Parking (general)	$15	
Parking (preferred)	$10	
Parking (valet)	N/A	
Programs (on-track)	$3.00	
(off-track)	$3.00	

B. Describe any "Season Boxes" or other special accommodation fees. Box Seats are sold in advance - $642.00(Box of 4). Daily box seats are sold individual at $8/ea. (if available)

C. Describe any "package" plans such as combined parking, admission, and program. Season Passes will be sold for only $38.00 which allows the horse players admission to the Fair everyday of the Fair, a total of 12 days for only $38.00.

19. JOCKEYS' QUARTERS

A. Check the applicable amenities available in the jockeys' quarters.

☒ Corners (lockers and cubicles) How many 23

☒ Showers ☒ Steam room, sauna, or steam cabinets ☒ Lounge area

☐ Masseur ☒ Food/beverage service ☒ Certified platform scale

B. Describe the quarters to be used for female jockeys. Separate area containing an office, lounge area, sauna, showers, restroom, lockers and bunk beds. Jockeys and Jockettes share the scale.

20. BACKSTRETCH EMPLOYEE HOUSING

A. Inspection of backstretch housing was completed by Noe Longoria on 8/31/22.

B. Number of rooms used for housing on the backstretch of the racetrack: 22

C. Number of restrooms available on the backstretch of the racetrack: 15

D. Estimated ratio of restrooms to the number of backstretch personnel: 12-1

21. TRACK SAFETY

A. Total distance of the racecourse, measured from the finish line counterclockwise (3' from the inner railing) back to the finish line: 5,280 feet.

B. Describe the type of track surface at the facility, including the specific track surface composition. Organic dirt, silt, clay, sand, and Fir bark (composition and amendments per routine lab tests)

C. The percent of cross slope in the straightaways is: 5.3-5.4%
The percent of cross slope in the center of the turns is: 5.6%

D. Describe the type(s) of materials used for the inner and outer railings of the race course, the type of inner railing supports (e.g., metal gooseneck, wood 4" x 4" uprights, offset wood 4" x 4" supports, etc.), the coverings, if any, on the top of the inner railing, and the approximate height of the top of the inner railing from the level of the race course. Inner rail, metal (powder coated); outer rail, metal, aluminum and galvanized chainlink; inner rail supports, metal gooseneck; inner rail top shield is made of sheet metal; shield is 39" above the racetrack.

E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474: Steve Wood

F. Attach a Track Safety Maintenance Program pursuant to CHRB Rule 1474.

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

22. DECLARATIONS

A. All labor agreements, concession and service contracts, and other agreements necessary to conduct the entire meeting have been finalized, except as follows (if no exceptions, so state): No exceptions.

B. Attach each horsemen's agreement pursuant to CHRB Rule 2044.

C. Attach an agreement to provide for race-day furosemide administration pursuant to CHRB Rule 1845.

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TOC

Thoroughbred Owners of California

Forging the Future

2022

Race Meet Agreement

BETWEEN

CALIFORNIA AUTHORITY F RACING FAIRS

AND

T ROUGHBRED OWNERS F CALIFORNIA

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2022 RACE MEET GREEMENT

CALIFORNIA AUTHORITY F ACING FAIRS

AGREEMENT

THIS AGREEMENT is entered into between the CALIFORNIA AUTHORITY OF RACING FAIRS, a joint exercise of powers agency ("CARF") representing those of its members identified in Attachment A (and Section 2.1), herein referred to as "TRACK" or "TRACKS" unless otherwise specifically designated, and the THOROUGHBRED OWNERS OF CALIFORNIA INC., a California Corporation ("TOC")

WHEREAS, TRACK AND TOC, in order to avoid controversies between them and to insure orderly commencement and conduct of race meetings for the further purpose of providing for an orderly, uniform and mutually acceptable method of stakes and overnight purse distribution have agreed as follows:

I.
TERM

1.1 This Agreement shall be applicable to the thoroughbred races conducted by TRACKS under licenses from the California orse Racing Board ("CHRB") during the calendar year 2022.

II.
STATUS OF THE PARTIES

2.1 TRACKS. Each TRACK is a California Exposition and State Fair, county fair or district agricultural association (fair), organized and existing under the laws of the State of California.

For purposes of conducting thoroughbred horse racing at fair race meetings, TRACK is licensed to do so by the CHRB, and is subject to the applicable provisions of the California orse Racing Law (Chapter 4, Division 8, California Business and Professions Code).

TRACK is a Member or Associate Member of the California Authority of Racing Fairs ("CARF") CARF is a joint exercise of powers agency pursuant to California Government Code, Articles 1 and 2 Chapter 9, Division 7 of Title 1. CARF has been designated by TRACK to represent, negotiate, and contract on their behalf with TOC for the matters specified in this agreement.

CARF warrants and represents that it has been expressly authorized by TRACKS to enter into this agreement, and that this agreement shall be binding upon all such TRACKS their members, agents, employees, and officials during the term of the agreement. The TRACKS specifically authorizing CARF include the: Alameda County Fair; umboldt County Fair; California Exposition and State Fair; and the Fresno District Fair.

2.2 TOC. TOC is a California Corporation in good standing. TOC represents and warrants that it is the Organization acknowledged by the C RB pursuant to its Rule 2040 to represent owners of thoroughbred racehorses and is, pursuant to CHRB Rules 2041, 2042 and 2043, authorized to enter into agreements binding upon its members and TRACK.

III.
DISTRIBUTION OF PARIMUTUEL TAKEOUT; PAYMENT TO TT AND TOC

3.1 CARF and TRACKS and TOC acknowledge and agree that disbursements made by TRACKS to TOC and California Thoroughbred Trainers Inc. ("CTT") and to the horse owners in the form of purses, will be governed by the applicable provisions of the orse Racing Law.

3.2 (a) TRACKS agree that they will pay and distribute in stakes and overnight purses, during the term hereof, a sum equal to 97% of the Gross Distribution and to pay to TOC and CTT the remaining 3% as provided in Section 19613(d) of the California Business & Professions Code. Specifically, TRACK shall pay 1% for administrative expenses and services rendered to horsemen, two-thirds (2/3) of which shall be paid to TOC and one-third (1 3) of which shall be paid to CTT; 1% for welfare funds, to be paid to CTT, in trust, for the California Thoroughbred Horsemen' s Foundation, Inc ; and 1% for a pension program for backstretch personnel to be administered by CTT.

(b) Before distribution of stakes and purses, the Gross Distribution shall be reduced by up to an additional 1-3/4%, as directed by TOC paid to NTRA as authorized in Section 19613.05(a) of the California Business and Professions Code.

3.3 TRACK and TOC acknowledge and agree that disbursements made by TRACK to TOC, and to individual horse owners in the form of purses, will be governed by the provisions of this Agreement and the Horse Racing Law, Article 9.5, Article 9.2 and any other provisions regarding purses in any other Articles in Chapter 4, Division 8 of the *Business and Professions Code.* All monies available for purses generated from the pari-mutuel handle and other sources,

including, but not limited to, underpayments from prior race meets, voluntary deposits by horsemen, deposits by TOC and accumulated interest on the Paymaster Account shall be held in a separate trust account pursuant to section 19597.5 of the Business and Professions Code for the sole benefit of horsemen and, further, shall not be commingled with monies belonging to TRACK or statutory distributees. In this regard, the TRACK and TOC shall make those funds available for purses and bonuses. Nothing contained herein is intended to change, modify or amend the settlement agreement dated January 5, 1991 with respect to interest on the Paymaster Account.

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

CARF and TRACKS agree to provide to TOC a final accounting of all purse monies paid, including all other added and other horsemen's monies, as well as all deposits made by horsemen into their individual Horsemen's Bookkeeper accounts, by the seventh day following the close of each TRACK's 2022 Meet. Further, TRACK shall pay and fully fund the balance of all such monies to the TOC Horsemen's Paymaster CARF Account by the sixtieth (60th) day after the close of the 2022 Meet in the event of a purse overpayment situation, or by the one hundred and twentieth (120th) day in the event of a purse underpayment situation, and shall provide with a statement indicating the method of calculating such payment, except for those purse moneys generated from 50% of the unspent balance of the 6% Simulcast Operating Fund and from ADW reconciliations. TRACKS agree to pay and fully fund 50% of the estimated unspent 6% Fund and ADW reconciliations to the TOC Horsemen's Paymaster CARF Account by the 60th (sixtieth) day after the close of the Fresno Fair 2022 Meet and shall provide TOC with a statement indicating the method of calculating such payment. By the one hundred and twentieth (120th) day after the close of the Fresno Fair 2022 Meet, TRACKS agree to calculate a final true-up of the 6% Simulcast Operating Fund and ADW reconciliations, and pay the difference owed from the prior estimated payment

IV.
AGREEMENT NOT TO STRIKE OR LOCKOUT, REMEDIES

4.1 It is agreed that the TOC is the organization recognized by the CHRB as the authorized representative of all thoroughbred owners racing at TRACKS and that TOC shall continue as such authorized representative during the term of this agreement.

4.2 TOC covenants that, during the term of this agreement and as long as TRACK is not in violation of the terms of this Agreement or of applicable law, it will not instigate, promote, encourage, or engage in any boycott, strike, or stoppage of any race or race meet at

TRACK, or participate in the withholding or refusal of its performance of this agreement, or in any manner restrict or limit the operations of the TRACK, nor will it encourage any of its members to do so, other than as specifically authorized pursuant to state and federal law.

4.3 During the term of this Agreement, and as long thereafter as TOC is not in violation of the terms of this Agreement or of applicable law, TRACKS shall recognize TOC as the official organization representing owners at TRACKS' 2022 Meets and shall not file or participate in any action, claim or proceeding seeking the de-certification of TOC as the official and exclusive representative of California thoroughbred owners, nor will CARF and TRACKS engage in a lockout of TOC members.

4.4 Upon proof of TOC's violation of 4.2 above or of a TRACK's violation of 4.3 above, a TRACK or TOC, as the case may be, may give at least forty-eight (48) hours' written notice to the other party of the termination of this agreement, following which termination TRACK or TOC, as the case may be, shall have the right to effectuate such revised terms and conditions of the race meet as are, in TRACK or TOC's sole judgment, as the case may be, reasonably necessary and proper in order to restore and maintain the conduct of the race meeting.

4.5 Since time is of the essence in settling such disputes, in the event of a claimed violation or threat of violating any of the provisions of this agreement, the party claiming such violation, in its sole discretion, shall have the choice of pursuing independently or concurrently either:

(a) The submission of such claim to the CHRB for resolution; or

(b) Submission of such claim directly to an appropriate court for such legal and equitable relief as is appropriate, including money damages, specific performance, and/or injunctive relief.

V.
RACING PROGRAM

5.1 (a) Except as otherwise agreed, not more than 15% of the total purse distribution shall be paid as stakes in each race meet during the term of this agreement except for Alameda County Fair whereas purses for stakes races shall not exceed 2 % of the total purse distribution.

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

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or other criteria set by the ICSC. The 2022 Stakes Schedule is included for reference in Attachment B.

For all other stakes races offering a purse of $100,000.00 or more, horses competing in such races shall be placed under surveillance for a period of not less than 24 (twenty-four) hours in advance of the scheduled start of the race.

For the purposes of this provision, surveillance shall consist of, but is not limited to, continuous observation of the horse by licensed security personnel equipped with a video camera, a communications device, and notepad, and who must request to see and who shall note the time, license number, and type of license for every person who enters the stall with the competing horse or otherwise comes in contact with or close proximity to said horse, as permitted by the CHRB, TRACK, trainer, or owner.

(c) In 2022, TRACKS will on or before 90 days prior to the opening of their scheduled race meets, submit to TOC its proposed stakes schedule and overnight purse schedule for approval and submit also within 45 days prior to the opening of its scheduled race meet a proposed Condition Book for approval. If TOC does not forward its written objections to TRACK within 30 days of receipt of the proposed schedules, the Book shall be deemed approved. Otherwise the parties shall agree to the purse and stakes schedule as provided for or in Sections 9.1 and 9 2 of this Agreement. When a stakes schedule and overnight purse schedule is approved by TOC, it is agreed that there will be no change to such schedules without first obtaining written approval of TOC. TRACK further agrees to submit to TOC via electronic mail its camera-ready draft of each proposed Condition Book at least seventy-two hours prior to the date it is sent to the printers, if feasible, and if not as soon thereafter as possible, to enable TOC to review the same.

5.2 Unless otherwise agreed to by the parties in writing, the minimum purse for an overnight race conducted during the term of this agreement shall be not less than the amounts indicated on Attachment C. The maximum purse for an allowance overnight race or any other overnight race at each meet shall not be more than the lowest stakes race at each such race meet.

5.3 The amount of purse for substantially the same quality horses and substantially the same type condition for a race meet shall not vary without first obtaining the written or faxed approval of the TOC. The division of purses for each race shall be paid in accordance with the percentages shown in this Agreement.

5.4 A schedule of types and conditions for all overnight races to be run by Track during the Term and purses paid for such races is attached hereto as Attachment C. Track shall not schedule any different type of race, provide for different conditions, or change purses from that provided in Attachment C without first obtaining the written approval of TOC, which will not be

unreasonably withheld.

5.5 "Dates" preference for entries will be as agreed upon by the TOC and CARF Racing Secretary.

5.6 The parties agree that races for the amount of $2,750 (except maidens) or less to the winner will not be considered in eligibility for Thoroughbreds racing at CARF TRACKS

5.7 (a) Maiden races shall not be written for a claiming price of less than $5,000.00 for all racing fairs. Claiming races shall not be written for a claiming price of less than $2,500, except at Humboldt County Fair where claiming races shall not be written for a claiming price of less than $1,600.

(b) Racing Secretaries will offer an average of two Thoroughbred maiden races per racing day

(c) When six horses are entered in an allowance race under six separate wagering interests, such race shall be considered filled and shall be run. It is further agreed by the parties that the Racing Secretary shall have the discretion to use allowance, and/or high priced claiming races with five (5) separate wagering interests in order to maintain a balanced racing program, but is to notify TOC as soon as practical when doing so. For all other overnight races except overnight stakes, when seven horses are entered under at least seven separate wagering interests, such race shall be considered filled and shall be run.

(d) In the event that any overnight stakes race has entries with less than five (5) separate wagering interests with at least three different trainers, and TRACK desires to cancel such overnight stakes race, TRACK shall inform TOC of its desire reasonably in advance.

(e) TRACK shall not cancel any non-overnight stakes race without first obtaining the approval of TOC, which will not be unreasonably withheld. In the event a stakes race is canceled following approval by TOC, owners who did enter shall be reimbursed out-of-pocket expenses including nomination and other fees, veterinary, and transportation expenses to TRACK and return from an off-site stabling location.

(f) In the event a race offered in the Condition Book, including but not limited to a Substitute or other alternative race, and an Extra race published elsewhere receive the same number of entries, the race published in the Condition Book shall be considered the preferred race, and will be utilized before any Extra Race to make the card go. Should a drawn race or races be cancelled due to an act of God or otherwise, TRACK shall make every effort to offer said races to horsemen as Extra Race(s) as soon as possible. Further, said race(s) will have preference over Substitute or other alternative race(s), and Extra races published elsewhere receiving the same number of entries, TRACK shall make every effort to inform horsemen of

such preference when races are published.

5.8 Purses for all races run at the $10,000 level and below during the 2022 Meet will be divided as follows:

- Fifty five percent (55%) shall be paid to the winning owner;
- Twenty percent (20%) for second;
- Fifteen percent (15%) for third;
- Seven and one half percent (7.5%) for fourth; and,
- Two and one half percent (2.5%) for fifth;

Purses for all races run above the $10,000 level and above during the 2022 Meet will be divided as follows:

- Sixty percent (60%) of the purse to the winning owner;
- Twenty percent (20%) for second;
- Twelve percent (12%) for third;
- Six percent (6%) for fourth; and,
- Two percent (2%) for fifth

5.9 A "Participation Purse" in the amount of $450.00 as determined by TOC in its sole discretion and funded from the purse account shall be paid to all starters effectively finishing 6th or worse in any race, and to fifth place finishers if their share of the purse is less than the Participation Purse, wherein said fifth place finisher will receive an aggregated maximum of the Participation Purse. For purposes of the payment of such participation purses, a "starter" means any horse that which leaves the gate at the official start of a race and is considered a legal starter by the Stewards.

5.10 When the potential for a significant minus pool is recognized by a ost Track in any California zone or by TOC, it is agreed that each party shall be notified in advance. It is further agreed that the Host Track where the race takes place shall make its best effort to avoid the occurrence of a significant minus pool.

VI.
CALIFORNIA-BRED INCENTIVE PROGRAM

6.1 California-Bred Incentive Program and Allowance Purse Increase.

An amount equal to thirty percent (30%) of the purse paid for finishing first through fifth, inclusive, in any open race, excluding purses for stakes races, starter allowance races, and qualifying claiming races, but including overnight stakes races, allowance races, and non- claiming maiden races shall be paid by TRACKS as an owner premium to the owner of a registered California-bred Thoroughbred horse participating in such a race. An optional claiming race shall be considered to be an allowance race with respect to horses not entered for a claiming price. owever, a

California-bred horse entered for a claiming price in an allowance race is entitled to the bonus provided for herein for finishing first through fifth. A California-bred who has won its first condition in a race restricted to California-breds remains eligible for its first condition in an open race and is entitled to the owner premium mentioned above. Additionally, a win by a California-bred horse in a California-bred race for non-winners other than maiden or claiming shall not count against that horse with respect to any open race for non-winners, 2X, 3X, 4X, etc. The owner premium provided for herein shall be reduced by the amount of the owner premium paid to owners of California-bred Thoroughbred horses finishing first as provided in Section 19614.4(a) and (b) of the California Horse Racing Law.

Furthermore, CARF and TRACKS and TOC agree pursuant to Section 19614.4 (d) of the California Horse Racing Law that TRACKS shall pay on a periodic basis during and after the meets, from purse revenues generated, to the official registering agency for the purpose of the California-bred bonus program an amount equal to the amount determined in paragraph (3) of subdivision (b) of Section 19617.2, and that amount shall be used for California-bred incentive awards. CARF and TRACKS shall obtain TOC's prior authorization to pay these amounts and provide periodic and end-of-meet reconciliation reports.

VII.
MUTUAL OOPERATION

7.1 (a) CARF and TRACKS and TOC represent to and agree with each other that they are mutually interested in the continuance, maintenance and improvement of thoroughbred racing in the State of California and, to that end, believe it advisable and to their mutual best interests that any differences of opinion between them with respect to the matters covered hereby, or any other matter or thing pertaining to thoroughbred racing wherein both parties are interested, should be settled by them without undue publicity, by negotiation and consultation.

Such matters include but are not limited to parking and seating facilities for owners and trainers, the provision of clockers at auxiliary training facilities, and the like. Each party agrees to cooperate with the other to promote, foster and retain public good will toward thoroughbred racing by conducting racing at TRACKS on the highest possible plane, and to maintain the highest standards of fairness and honesty.

(b) For purposes of any paragraph in this agreement which requires consultation, joint action, or written action by either party, the party designated herein shall have the authority to do all acts and make all decisions necessary to perform this agreement. Notices required to be given under this section shall be sent by certified mail, return receipt requested, postage prepaid as set forth in paragraph 18.7.

(c) Nothing in subsection (b) shall prohibit the parties from authorizing other

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persons, not to exceed three, to consult with each other' s representatives and adjust and resolve minor or routine matters not requiring the final approval of a parties' authorized representative.

VIII.
STALL PPLICATIONS ND AUXILIARY TRAINING F ILITIES

8.1 TRACKS shall provide stalls for thoroughbred horses at each Track in an amount not less than the amount derived by multiplying the total number of stalls at the Track by the result obtained by dividing the number of scheduled thoroughbred races by the total of all scheduled races.

8.2 TRACK shall provide such auxiliary training facilities as are required to be provided pursuant to the orse Racing Law and Rules and Regulations of the CHRB, or as the parties may otherwise agree. The location, dates of availability, conditions of availability, and amount of stalls at such auxiliary training facilities are designated on Attachment D hereto

8.3 (a) TRACK shall distribute Stall Applications not less than 30 days prior to the commencement of each race meeting. Contingent on Horsemen receiving Stall Applications timely horsemen shall submit completed applications not less than 22 days prior to the scheduled commencement of the meeting. Stall applications will be granted to approved horses at least 15 days prior to the commencement of the race meet. If a horseman requests and is approved stall space at TRACK, but is unable to ship in he shall give at least seven days' notice to TRACK. TRACK may reassign those stall(s) upon horseman's failure to give notice. TRACK agrees that, in the allocation and assignment of stall space and in all other respects, it will not discriminate in any way against any owner or trainer.

(b) If any owner asserts that he or she has been discriminated against by TRACK or the Stall Committee in the awarding of stalls, then the owner so claiming shall submit his or her claim to TOC and if TOC finds the claim meritorious may represent the owner and present such grievance to TRACKS and if appropriate to the CHRB.

(c) It is agreed that stall allocations shall be made primarily on the basis of the quality and condition of the horses for which stall space is requested, the availability of stall space and the character of the meets contemplated to be held by TRACKS TRACKS shall endeavor to accommodate California domiciled trainers and California Bred Thoroughbreds in allocating stall spaces. A disproportionate share of stalls shall not be allocated to trainers domiciled out of state.

(d) It is agreed that horsemen occupying stalls at any TRACK shall enter their horses in races for which they are eligible, unless the horses are physically unfit to race. Stall rental charges for horses that do not participate in the race meet will be as described in

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Attachment D.

8.4 (a) Horses not properly identified or whose identity cannot be reasonably established by the Official Horse Identifier shall be denied stall space.

(b) TRACKS reserve the right to deny stall space to any owner trainer whose accounts with any member of CARF are delinquent. Each TRACK is responsible to provide a current update to CARF and the specific horsemen for accounts receivable.

8.5 A Horsemen-Management Committee may be created, composed of such members of TOC as it may designate, and the General Manager, Racing Secretary or other administrative officials to be designated by TRACKS. All matters concerning problems of the Horsemen with the TRACKS other than track surface conditions, will be referred to this Committee in an effort amicably and equitably to adjust and resolve any problems which may arise.

In making its determination as to the availability of stall space for each such horse TRACK shall adhere to the following standards:

(a) Recently fired, blistered, or horses upon which surgery has recently been performed, or horses having a veterinary problem which prevents the horse from competing at the race meet, shall be denied stall space.

(b) The past performance of horses four years old and older may be considered in determining their eligibility for stall space.

(c) orses not having qualifications consistent with the types of races scheduled in the TRACKS' condition books or which fail to meet the minimum conditions for eligibility published therein shall be denied stall space.

(d) orses found not fit to race shall vacate TRACKS' stall space within 48 hours.

8.6 (a) Unless required by the Horse Racing Law or the Rules and Regulations of the CHRB, or pursuant to agreement by shareholders of NCOTWInc, TRACKS shall have no responsibility to reimburse horsemen or to otherwise pay for the vanning of horses stabled off track.

(b) TRACKS shall pay for tattooing only for horses entered to race on the overnights. TRACK shall publicize this procedure during the two weeks prior to Pleasanton on the stable loudspeakers at Golden Gate Fields and Pleasanton, and on the bulletin boards and on the overnights at each TRACK.

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8.7 TRACKS with available trailer spaces shall make their best effort to give preference to owners and trainers for vacant trailer spaces. Reservations shall be mailed by applicant to TRACK not less than 22 days prior to the opening of the race meet.

8.8 TRACK agrees to make its stalls, barn area and racetrack available without charge to horsemen and have the same in good condition at least 10 days prior to the commencement of its race meet. TRACKS agrees that their main tracks will be open, available and in condition for training at no charge to horsemen for at least (3) days following TRACKS' 2022 Meet.

8.9 TRACKS will maintain their racing surfaces in good condition for thoroughbred racing and training and agree to promptly rectify any condition unsafe to racehorses during their meet. Golf courses controlled by TRACKS shall be limited to play during each day from early morning to two hours before the first post. TRACKS shall not conduct any activity on the racing surfaces hazardous to horsemen or horses.

8.10 TRAINING FACILITIES At all times when TRACKS are being used as a RACE MEET, TRACKS will cause their main track to be open at 6:00 A M and to remain open until 1 : A M every day of the week.

8.11 TRACKS agree to wash or otherwise clean the racing colors or "silks" of owners with horses competing in the 2022 Meet. Such cleaning shall occur on the day that the silks are utilized or on the day immediately following their utilization. Such cleaning services will be provided at TRACK's expense, without right of reimbursement from TOC, the individual owners, and/or their trainers.

8.12 The following are the workout criteria that will be in effect for the 2022 agreement. The minimum official, recorded workout distances and number of works for horses to run at the 2022 Fair meetings are as follows:

a) Two year olds:
   i) First time starters in races under six furlongs: three works, one of which is at least one-half mile and a gate OK;
   ii) First time starters in races six furlongs or over: three works, one of which is at least five-eighths mile and a gate OK.

b) Three year olds and up:
   i) First time starters under six furlongs: three works, one of which is at least one-half mile and a gate OK
   ii) Six furlongs and over: three works, one of which is at least five-eighths mile and gate approval

iii) Non-starters for:

a) 30 days: one work at least three-eighths mile within those 3 days;

b) 60 days: two works, one of which is at least one-half mile with one of the works being within the past 30 days;

c) 90 days: three works, with at least two works during the last 60 days one of which is at least one half mile and for races six furlongs or longer a five-eighths work is required, with at least one of the works being within the past 30 days.

c) orses eased or placed on the Stewards' List for poor performance will be required to show a five-eighths mile work since that race, except for two year olds running less than five-eighths of a mile who will be required to work race distance.

d) Horsemen seeking to enter a horse not meeting the workout criteria must obtain the permission of the Stewards prior to entry.

e) Imported orses: The workout requirement will be waived for horses entering in a stakes race within seven days of clearing USDA quarantine, provided that the country-of-origin's racing jurisdiction has no provision for timed workouts.

8.13. No owner, trainer, or veterinarian may have possession of any shockwave therapy or equivalent device while within TRACK's enclosure during the 2022 Meet, except as expressly authorized by TRACK. Any owner, trainer, or veterinarian found to be in possession of such device(s) during the 2022 Meet may be excluded from the enclosure for a period of not less than 10 days at the sole discretion of TRACK. The identity of any owner, trainer, or veterinarian authorized or found to be in possession of such device(s) shall be disclosed to an appropriate representative of the CHRB, TOC, and CTT within 48 hours of the device's authorization or discovery.

8.14. TRACK agrees to use an also eligible list containing up to four (4) horses; however, in no event will the number of horses drawn for a race including also eligibles exceed sixteen (16).

8.15. The Parties agree that, with regard to the taking of entries, entries submitted by a Jockey's Agent who has been delegated such responsibility by a licensed trainer pursuant to CHRB Rule 1582 are permitted up to 11:00 a.m. on the day of entry, and thereafter shall only be made by the horse's owner, his/her authorized agent, or the trainer.

8.16. Unless agreed otherwise in writing by the parties, TRACKS agree to maintain, at no cost to TOC appropriate "Finish Line" signage, equal in size and character to its own, in the first position past the finish line during the TRACKS' 2022 Meet, both on the main track and turf course, where appropriate.

8.17. TRACKS agree that should they decide to cancel a race or day of racing after entries have been drawn for that race or race day, it will reimburse the owners of all such horses affected the actual cost of any veterinary fees and/or any transportation costs incurred as a result of being entered to run in any race cancelled by TRACK. Said reimbursement is intended to apply to situations in which the TRACK has unilaterally decided to cancel a race or race day due to its own negligence or that of its agent(s), or voluntarily for reasons of its own choosing, but shall not apply to cancellations caused by acts of God or as otherwise specified herein below in section XVI, or as a result of the intervening unforeseen acts of independent third parties. CARF and TRACKS, and TOC agree to meet for the purpose of fairly determining the reason or reasons for the cancellation of a race or races that have been drawn.

IX.
PURSE AND ST KES S HEDULES, OVERPAYMENT AND UNDERPAYMENT OF PURSES

9.1 CARF or TRACKS shall contact the TOC immediately when a TRACK becomes aware or has cause to believe that there may be a shortage of entries in stakes races or that there may be some other reason to cancel a stakes race. TRACKS shall provide to the TOC the names and past performances of each horse nominated in a stakes race that TRACK may desire to cancel.

9.2 Pursuant to the authorization described in Business and Professions Code Section 19542 and Section 19606.4, the CARF Fairs, which conducted live horse racing in 2022, agree to consolidate administration and distribution of purses, including consolidation of purse underpayments and overpayments for all Fair horse racing meetings conducted in Northern California. This agreement shall apply to Thoroughbred purses generated and Thoroughbred purses paid at Fairs and shall also extend to those purses generated and purses paid during a combined Fair meeting conducted pursuant to Food and Agriculture Code Section 4058. The CARF Fairs including Alameda County Fair; Humboldt County Fair; California Exposition and State Fair; and, the Fresno District Fair hereby designate CARF, a Joint Powers Authority, to act on their behalf for administration and distribution of purses, according to the authorization described in statute.

9.3 If at the close of its meet CARF shall have paid and distributed in stakes and overnight purses an amount in excess of the amounts received by it under the Horse Racing Law for purses, the total amount of the overpayment shall be deducted from the purse funds received during the next racing meeting conducted by CARF unless otherwise agreed to by the

Parties. In furtherance of that point, the Parties agree that as of April 10, 2022, the CARF purse account will be underpaid by $100,330 as a result of prior years' activities. It is the intent of the Parties that CARF will carry this underpayment forward in order to maintain purses at a competitive level, with the objective of reducing the overpayment in the coming year(s) from increased pari mutuel racing.

9.4 If at the close of its meeting TRACK shall have paid and distributed in stakes and overnight purses an amount less than the amounts received by it under the Horse Racing Law for purses, the total amount of the underpayment shall, unless otherwise agreed by the parties, be:

(a) if less than $250,000, including an estimated surplus generated from the satellite expense fund, added to the purse fund during the next thoroughbred racing meeting conducted by TRACK. If no such meet occurs, then the remaining balance shall be transferred or held in trust for TOC for use as purse money at a CARF race meet as mutually agreed by CARF and TOC; or

(b) if greater than $250,000, including an estimated surplus generated from the satellite expense fund, distributed as a retroactive payment within 60 days of the end of the meeting to each winning horseman in such ratio as his overnight purse earnings bear to the total of all overnight purses paid during the meeting on thoroughbred races.

9.5 TRACKS shall comply with Business and Professions Code statutes pertaining to the use of Supplemental Purse funds provided for in the California orse Racing Law

X.
FOR E M JEURE

10.1 (a) In the event a change in the orse Racing Law makes pari-mutuel wagering on horse racing unlawful or otherwise requires the cessation, termination or cancellation of the racing meeting scheduled by TRACKS pursuant to the license granted it by the CHRB, this agreement may be terminated upon written notice by any party hereto to the other.

(b) In the event that the CHRB or the California Legislature repeals or amends sections of the orse Racing Law relating to the take-out provisions as they apply to allocations of monies for purse distribution, the exempt breakage provisions, the license fee relief for racing fairs currently in effect or otherwise takes such action so as to reduce or terminate that portion of the take-out allocated to purses or reduces or terminates the exempt breakage provisions or increases the license fees for racing fairs with applicability during the racing meeting scheduled by TRACKS pursuant to the license granted by the CHRB, this agreement may be terminated upon one week's written notice by any party hereto to the other.

10.2 TRACKS or TOC may terminate this Agreement due to labor disputes, strikes, or other disruptions or circumstances beyond the control of TRACKS or TOC.

10.3

XI.
SUPPLIERS AND SERVICEMEN; ACKSTRETCH FACILITIES

11.1 TRACKS shall not grant an exclusive license or concession to any vendor of racing or equine supplies or services.

11.2 TRACKS shall maintain adequate kitchen facilities for backstretch personnel, at reasonable prices. Kitchen facilities shall be open between 6: 0 A M and 8:00 P M on racing days and 6: A M and 2: P M on non-racing days.

XII.
FACILITIES FOR TOC REPRESENTATIVES

12.1 TRACKS will provide, wherever practical and possible, an adequate office near the Racing Secretary' s office equipped with a desk, telephone, and internet access for the use of TOC' s authorized representatives.

12.2 TOC shall pay to TRACKS such amount of reasonable out of pocket expense as TRACKS shall incur in providing to TOC the facilities mentioned in 12.1, including, without limitation, long distance or other telephone charges over and above the basic monthly rate, and any other expenses incurred by TRACKS at the request of TOC.

XIII.
OWNERS' PROPRIETARY RIGHTS ND ENEFITS

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

13.2 TRACKS acknowledge that, in the context of simulcasting, televising, and the re-broadcasting of races, the proprietary rights created by the collective image of the race belong to all owners participating in a given race meeting subject to applicable law. By virtue of the California orse Racing Board's recognition of TOC as the official owners' organization, its Rules and Regulations of Racing, and applicable provisions of California and Federal law, TRACKS agree to negotiate exclusively with TOC as to the consensual use of the collective image of the race for purposes of simulcasting, televising, and the re-broadcasting of races to

the extent required by applicable law.

13.3 TOC, on behalf of all owners participating in TRACKS' 2022 Meets, consent to TRACKS' use of the collective image for the purpose of promoting, simulcasting, televising, and/or the re-broadcasting of races occurring at the 2022 Meet. TOC consents to TRACKS' use of said image without compensation other than that provided by the appropriate provisions of the California orse Racing Law, the Rules and Regulations of Racing, and/or Federal Interstate Racing Act, excepting races sold by CARF or TRACKS to network television, cable television, satellite television, closed circuit, computer or interactive wagering, or other commercial enterprises or uses currently developed or to be developed for which CARF or TRACKS receive compensation, other than that provided by State and/or Federal legislation, including but not limited to promotional, licensing, or usage fees paid by sponsors. CARF and TRACKS agree to obtain TOC' s prior consent to such sales or usages and to negotiate a reasonable contribution to overnight purses from the revenues derived by said sale or use.

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

Additionally, TRACKS and TOC believe that a fair and equitable division of race sponsorship revenue and barter serves their best interests, and the industry as a whole. Accordingly, TRACK shall pay to purses or TOC the following: An amount equal to at least one-half (50%) of the net compensation exchanged, paid to, or earned by TRACK from any sponsor or other entity in consideration for which the sponsor or designated third-party receives the right, whether exclusively or in conjunction with another, to have its name, logo or other identification associated specifically with one or more Thoroughbred races conducted at TRACK, whether as an entitled or “presented by” sponsorship.

TOC understands and agrees that existing general Fair sponsorships and or named races in the daily program do not apply to the terms herein section 13.4. Further; details of any sponsorship associated with one or more Thoroughbred races including the net dollar amount and race(s) specifics will be agreed to in writing by CARF, Fair TRACK where said race(s) are to be conducted and TOC.

13.5 TOC, on behalf of all owners participating in TRACKS' 2022 Meets, further agrees that the nomination of or entry into a race shall be deemed to be authorization for TRACKS to use the name, image, or likeness of individual horses for promotion of attendance at and wagering on such races, whether live or at simulcast locations.

13.6 TRACKS agree to the following Owner Benefits to all owners who possess

a current and valid C RB owner's license:

1. A single phone number for all TRACKS dedicated to owners with questions regarding "Owner Benefits" to be published in TRACKS condition books and on CARF Web Site
2 Free Parking in a designated area at each TRACK
3. Free Tram or shuttle service for owners from designated parking area to the racing grandstand should that area be deemed a "distance" from the racing grandstand
4. Clubhouse or equivalent admission for owner plus one guest each race day (Applicable only to those TRACKS which have an identified Clubhouse area.)
5. Minimum of four passes per owner or partner with an "in-today" horse
6. Reserved seating for owners with a horse in a Stakes plus as many passes as TRACK's Racing Secretary or Director of Racing may deem reasonable for guests
7. Consistent procedures for all TRACKS for receiving passes noted above
8. Consistent procedure at all TRACKS for winning owners to request and receive race replay video.

XIV.
INTERSTATE SIMULCASTING OF RACES

14.1 TRACKS desiring to simulcast at its facility an interstate horse race or races as a part of its daily racing program shall first obtain the written consent from TOC to any proposed contract or agreement with any out of state host track and shall thereafter augment the purse funds available for distribution to horsemen by an amount equal to one-half of the proceeds of such simulcasting after deduction of any license fees to the State of California and all payments and charges set forth in the previously approved contract with the host track.

14.2 TRACKS desiring to televise from its facility to an interstate simulcast facility all or any portion of its daily racing program, shall first obtain the written consent from TOC to any proposed contract or agreement with any out of state simulcast facility and shall thereafter augment the purse funds available for distribution to horsemen by an amount equal to one-half the proceeds of such simulcasting after deduction of any license fee to the State of California and all payments and charges set forth in the previously approved contract with the simulcast facility.

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

14.4 TRACK and TOC acknowledge that TRACK enters into End User Agreements with interstate simulcast locations. Such End User Agreements provide, in part, that decoder fees shall be paid to TRACK by the interstate simulcast locations By virtue of the support

and cooperation of all California racing associations in 2004 in seeking and obtaining passage of legislation known as A.B. 701, the TOC Board of Directors resolved to forego any claims to such revenues, past and Future until such time as the statute(s) authorized by passage of said legislation sunsets or is repealed.

XV.
INTRASTATE SIMULCASTING OF RACES

15.1 TRACKS may, pursuant to the applicable provisions of the orse Racing Law, engage in intrastate simulcasting of all or a portion of its racing program to facilities located in the Northern Zone of California and those facilities located in the Central Zone and Southern Zone of California authorized by law to accept the Northern California simulcast signal. The distribution of the handle thereon shall be made in accordance with the orse Racing Law and the applicable Rules and Regulations of the CHRB.

15.2 TRACKS may pursuant to the applicable provisions of the orse Racing Law, determine to simulcast races from a host track located in the Southern or Central Zone of California. The distribution of the handle thereon shall be made in accordance with the orse Racing Law and the applicable Rules and Regulations of the CHRB. In the absence of legislation to the contrary, TRACKS shall first obtain the written consent from TOC to any proposed contract or agreement with any simulcast facility located in the Southern or Central Zone of California and shall thereafter, in the absence of any legislation designating the distribution of the proceeds of such simulcasting, augment the purse funds available for distribution to horsemen participating at the meeting by an amount equal to one-half the proceeds of such simulcasting after deduction of any license fee to the State of California and all payments and charges set forth in the previously approved contract with the host track unless some other distribution is agreed upon by TOC and TRACKS

15.3 TRACKS may pursuant to the applicable provisions of the orse Racing Law, determine to simulcast their races to a track and simulcast facilities located in the Southern or Central Zone of California. The distribution of the handle thereon shall be made in accordance with the orse Racing Law and the applicable Rules and Regulations of the CHRB. In the absence of legislation to the contrary TRACKS shall first obtain the written consent from TOC to any proposed contract or agreement with any track or simulcast facility located in the Southern or Central Zone of California and shall thereafter in the absence of any legislation designating the distribution of the proceeds of such simulcasting, augment the purse funds available for distribution to horsemen participating at the meeting by an amount equal to one-half the proceeds of such simulcasting after deduction of any license fee to the State of California and all payments and charges set forth in the previously approved contract with the track or simulcast

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facility unless some other distribution is agreed upon by TOC and TRACKS.

XVI.
INTERNATIONAL SIMULCASTING

16.1 TRACKS have requested the consent of TOC to the international simulcast of its races as listed on Attachment E TOC consents to the simulcast of the specified races, per the terms set forth in the appropriate consent letters.

With respect to the export and import of simulcast races internationally, the compensation paid to TRACKS shall be equally divided between commissions for and purses at TRACKS

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

XVII.
INTRASTATE ADVANCED DEPOSIT WAGERING ("ADW")

Track has requested the consent of TOC to the simulcast of races conducted at Track during its 2022 Meets for the purposes of intrastate advance deposit wagering by and/or wagering instructions to California licensed advance deposit wagering providers pursuant to California Business & Professions Code, section 19604(b)(1)(C) and the Interstate Horseracing Act, 15 USC 3001, et. Seq. TOC shall provide its consent on a case-by-case basis for each ADW provider by a separate consent letter.

In addition to any other terms set forth therein, Track acknowledges that TOC intends to condition the consents requested above on, at a minimum, the following requirements being satisfied for each ADW:

i. That each ADW agrees to implement geo-tracking and related information reporting for all its customers in California pursuant to draft CHRB Rule 2073.1 and the Geo-Location Agreement signed by ADW and TOC prior to the start of the Term.

ii. Approved ADW providers agree to disclose to CHRIMS, in a timely fashion and a form reasonably acceptable to CHRIMS, its respective ADW wagering handle information;

iii. Approved ADW providers agree that all costs associated with such CHRIMS disclosures, and/or the preparation and submission of such information and the audit thereof as set forth herein, are to be borne individually by each provider; and,

iv. Approved ADW providers agree that the audit and disclosure requirements referred to herein immediately above are as follows:

A. Providers shall be required to undergo an annual parimutuel audit prepared in accordance with GAAP of their California wagering operations including, but not limited to, all wagers placed by California residents on horse races, and by out-of-state residents on California horse races;

B. Providers shall be required to provide an end of meet pari-mutuel audit report similar in scope and detail to that required of and submitted to pari-mutuel auditors relating to wagers placed at a licensed California racing association and/or satellite facility;

C. The end of meet audits required shall be "agreed upon procedures audits," which include, but are not limited to:

I. Disclosure of all hub fee rate schedules executed with a California racing association and/or horsemen's organization, and provided to CHRIMS prior to the opening of each California race meet;

II. For wagers placed in California on races conducted out-of-state, disclosure of any and all host fee rates to be deducted from takeout for out-of-state racing interests to CHRIMS, and to all California racing associations and horsemen's organizations affected by the deduction prior to the acceptance of wagers in California on such races. Said disclosure shall set forth such rates in the data format reasonably prescribed by CHRIMS, and shall include a copy of the applicable rate page from any executed agreement between an out-of-state race association and provider;

III. Disclosure of all host fee rates to be paid to California racing associations and horsemen's organizations on wagers placed on California races by non-California residents to CHRIMS, and to all California racing associations and horsemen's organizations authorizing and/or approving such wagers seven days prior to the opening of the affected California race meet. Said disclosure shall set forth such export host fee rates in the data format reasonably prescribed by CHRIMS, and shall include a copy of the rate page from the executed agreement between the host track and provider;

IV. Provider shall disclose and provide true, complete, and correct copies of the industry accepted "TRA Data File" and the TRA Account Wagering File pertaining both to wagers placed by California residents and wagers placed by non-California residents on races conducted in California to CHRIMS, in the manner reasonably prescribed by CHRIMS, on a daily basis, no later than 10:00 AM Pacific time on the day after the generation of such wagers. Additionally, if requested to do so, Provider shall also disclose and provide a true, complete, and correct copy of all such files on a weekly basis to affected California racing associations and horsemen's organizations. Such disclosure, files, and/or documentation shall include, but is not limited to, the date of all relevant wagers corresponding TRA code, pool, conventional and exotic takeout, positive breakage, negative breakage, runner pay, postal code, off time, and breed;

V. A detailed breakdown of the distribution of takeout for any wager placed outside of California on a race conducted in California.

b. Remit to CHRIMS a monthly data fee of $2,000, or such other amount which is mutually agreed upon by CHRIMS and each approved Provider. Said data fee paid by Provider may be increased to cover the reasonable costs to CHRIMS resulting from any recalculation, data handling, or reprogramming necessitated by the failure of Provider to submit data as set forth hereinabove. Additionally, said monthly data fee may be increased upon the mutual consent of Provider and CHRIMS.

XVIII.
INTERSTATE DVANCED DEPOSIT WAGERING

CARF and TRACKS have requested the consent of TOC to the simulcast of races conducted at TRACKS during their 2022 Meets for the purposes of interstate advanced deposit wagering, which does not include any form of exchange wagering, by and/or wagering instructions to California licensed advanced wagering providers as listed on Attachment "F."

TOC consents to such simulcasts pursuant to and in accordance with the terms and conditions of TOC's consent letters, and pursuant to California Business & Professions Code, section 19604(b)(1)(C) and the Interstate Horseracing Act, 15 USC 3001, et. seq. In addition to any other terms set forth therein, TOC conditions its consent to the acceptance of advanced deposit wagers and/or wagering instructions by approved California licensed ADW providers from out of-state residents on Thoroughbred races conducted at TRACKS during their 2022 Meets as follows:

18.1 Approved ADW providers "broadcast partners" agree to pay and/or to accept no more than two percent (2%) from other approved California licensed ADW providers as

compensation for the broadcast or televising of races conducted at TRACKS during their 2022 Meets, as negotiated and agreed to by both CARF or TRACKS, and TOC;

18.2 Approved ADW providers agree to disclose to CHRIMS, in a timely fashion and a form reasonably acceptable to CHRIMS, its respective out-of-state ADW wagering handle information;

18.3 Approved ADW providers agree that all costs associated with such CHRIMS disclosures, and/or the preparation and submission of such information and the audit thereof as set forth herein are to be borne individually by each provider; and,

18.4 Approved ADW providers agree that the audit and disclosure requirements referred to herein immediately above are as follows:

A. Providers shall be required to undergo an annual pari-mutuel audit prepared in accordance with GAAP of their California wagering operations including, but not limited to, out-of-state residents on California horse races;

B. Providers shall be required to provide an end of meet pari-mutuel audit report similar in scope and detail to that required of and submitted to pari-mutuel auditors relating to wagers placed at a licensed California racing association and/or satellite facility;

C. The end of meet audits required shall be "agreed upon procedures audits," which include, but are not limited to:

i. Disclosure of all host fee rates to be paid to California racing associations and horsemen's organizations on wagers placed on California races by out-of-state residents to CHRIMS, and to all California racing associations and horsemen's organizations authorizing and/or approving such wagers prior to the opening of the affected California race meet. Said disclosure shall set forth such export host fee rates in the data format reasonably prescribed by CHRIMS, and shall include a copy of the rate page from the executed agreement between the host track and provider;

ii. Provider shall disclose and provide true, complete, and correct copies of the industry accepted "TRA Data File" and the California Account Wagering File pertaining to wagers placed by out of state residents on races conducted in California to CHRIMS, in the manner reasonably prescribed by CHRIMS, on a daily basis, no later than 8:00 AM Pacific time on the day after the generation

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of such wagers. Additionally, if requested to do so, provider shall also disclose and provide a true, complete, and correct copy of all such files on a weekly basis to affected California racing associations and horsemen's organizations. Such disclosure, files, and/or documentation shall include, but is not limited to, the date of all relevant wagers, corresponding TRA code, pool, conventional and exotic takeout, positive breakage, negative breakage, runner pay, postal code, off time, and breed;

iii. If during the term of this Agreement, the "TRA Account Wagering File" becomes the industry accepted ADW wagering data file format, then provider shall disclose and provide true, complete, and correct copies of said file, pertaining to wagers placed by out of state residents on races conducted in California, to C RIMS daily in lieu of providing both the "TRA Data File" and the California Account Wagering File; and,

iv. A detailed breakdown of the distribution of takeout for any wager placed outside of California on a race conducted in California.

v. Provider shall each remit to C RIMS a monthly data fee of $2,000.00. Said data fee paid by provider may be increased to cover the reasonable costs to CHRIMS resulting from any recalculation, data handling, or reprogramming necessitated by the failure of provider to submit data as set forth hereinabove Additionally, said monthly data fee may be increased upon the mutual consent of Provider and CHRIMS.

XIX.
FIRE AND DISASTER INSURANCE

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

19.2 The obtaining of a fire and disaster policy by TRACKS does not in any way preclude the individual owner or trainer from taking individual legal action against the

TRACKS that the owner or trainer deems appropriate, or to prevent the owner or trainer from seeking legal action against the TRACKS directly as a consequence of any acts, conduct, negligence, or other occurrence attributable to TRACKS

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

XX.
MISCELLANEOUS

20.1 No Discrimination: No party to this agreement shall discriminate against the other party due to membership in TOC or CARF, or by reason of a person's race, color, creed, religion, national origin or ancestry, sex or age.

20.2 No Assignment: This agreement shall not be assigned by any party without the prior written consent of the other party.

20.3 Agreement Replaces All Prior Agreements: This agreement supersedes and replaces all prior agreements between the parties named herein. This Agreement may be modified or amended by a writing signed by all parties.

20.4 Attorney' s Fees: If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to a reasonable attorney' s fee, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

20.5 Counterparts: This agreement may be executed in counterparts and each such executed counterpart shall be deemed an original. Execution by CARF, on behalf of TRACKS and any one or more parties shall be deemed a binding agreement as to those executing parties regardless of whether the remaining members have executed a counterpart.

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

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

(a) If to CARF or TRACKS at their address set forth in Attachment A "Attention Fair Manager " with a copy to Larry Swartzlander, Executive Director, CARF, 1776 Tribute Road, Sacramento CA 95825.

(b) If to TOC, to Mary Forney, Executive Director, TOC 285 W. untington Drive, Arcadia, CA 91007.

20.8 T RAC KS' Management of Race Meets: Subject only to this agreement and applicable law, the management of TRACKS' premises and the conduct of the race meets is the sole prerogative of TRACKS

20.9 Alternative Wagering: Wagering during the period commencing with the first race of TRACKS' daily racing program and ending with the last race of TRACKS' daily racing program shall be limited to parimutuel wagering on the live horse races being conducted by TRACKS together with wagering on any mutually approved imported simulcast races. Alternative forms of wagering on races involving other species of animals or gaming on tables or on mechanical or electronic gambling devices or any other form of wagering other than parimutuel horse racing shall not be permitted.

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

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

21. CARF and TOC agree that it is the express intent of both parties in entering into this Horsemen's Agreement that CARF will conduct live Thoroughbred racing at Pleasanton, Cal Expo at Pleasanton, Humboldt and Fresno for each week of their fair meets June 15th – Oct. 18th,

2022 (the "Summer Meet"). Accordingly, if for any reason, CARF is unable during any calendar week of the Summer Meet to card a minimum of 20 thoroughbred races and/or pay out purses totaling $315,000 then the parties shall both support reviewing the rational for the shortage and initiate actions to transfer the remaining weeks of the Summer Meets to an appropriate venue. Any circumstances where the horseman participate in a boycott against racing is not supported by the TOC as stated within this agreement. The parties acknowledge and agree that any joint recommendation of CARF and TOC to the CHRB pursuant to this paragraph would be in no way binding on the CHRB in determining whether to hold an emergency dates hearing, or on any CHRB vote in the event such an emergency dates hearing were to be noticed.

IN WITNESS WHEREOF, the undersigned have affixed our signatures

ALIFORNIA UTHORITY F RACING FAIRS

Dated: 5/9/2022

Larry Cartzlander Executive Director

T ROUGHBRED OWNERS F ALIFORNIA, I C .

Dated: 5/8/22

Mary Forney, Executive Director

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ATTACHMENT
alifornia Authority of Racing Fairs Members and Participating Tracks

Alameda County Fair	Jerome Hoban CEO	4501 Pleasanton Dr Pleasanton, CA 94566 925-426-7600
Humboldt County Fair	Richard Salacci General Manager	1250 5th Street Ferndale, CA 95536 707-786-9511
California State Fair	Rick Pickering General Manager	1600 Exposition Blvd. Sacramento, CA 9581 916-263-3247
Big Fresno Fair	Lauri King Deputy General Manager	1121 Chance Avenue Fresno, CA 93702 559-650-3081

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ATTACHMENT

PROPOSED 2021/2022 NORTHERN CALIFORNIA RACING FAIRS STAKES SCHEDULE COMPARISON

- **Alameda County Fair at Pleasanton**
- **California tate ir t cramento**
- **Humboldt County ir t erndale**
- **Big Fresno District ir at resno**

Revised: 3/25/22

❖ **OAK TREE AT PLEASANTON SUMMER MEET**	**2021**	**2022**
The Oak Tree Sprint Three-year Olds & Upward – Six Furlongs	$75,000 Guaranteed	$75,000 Guaranteed
Everett Nevin Futurity (CAL-BREDS)-59th Running Two-year olds – Five & 1/2 Furlongs	$75,000 Guaranteed	$75,000 Guaranteed
She's a Tiger Three-Year-Olds & Upward F&M One & 1/16 Miles	$75,000 Guaranteed	$75,000 Guaranteed
❖ **ALIFORNIA STATE FAIR**		
Governor's Handicap F&M, Three Year Olds & Upward – Six Furlongs	Cancelled	$75,000 Guaranteed
❖ **HUMBOLDT COUNTY FAIR**		
C.J. Hindley Humboldt County Marathon Hdcp Three Year Olds & Upwards, Mile and 5 Furlongs	$20,000 Guaranteed	$20,000 Guaranteed
❖ **BIG FRESNO FAIR**		
Harris Farms Stakes (CAL BREDS) (Cal-Bred Golden State Series (($25,000 from CTBA) Three-year olds & Upward – Six Furlongs	$75,000 Guaranteed	$75,000 Guaranteed
Bulldog Hdcp, 27th Running Three-Year Olds & Upward, One & 1/8 Miles	$75,000 Guaranteed	$75,000 Guaranteed

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ATTACHMENT
URSE SCHEDULE

2022 URSES/CATEG YS DRAFT A				
Category	Cla m ng	Condit on	2022 fa rs	2022 Ferndale
Allowance		Open or Cond	40,000	15,000
Allowance		NW x 1	27,000	
Alw/Opt Cla m ng	$2 ,000/$32,000	NW x 1	27,000	
Alw/Opt Cla m ng	$ 2,500 or $50,000	NW x 2	28,000	
Alw/Opt Cla m ng	$80,000	NW x	30,000	
Claim ng	$2, 00	Open or Date	10,000	7,000
Claim ng	$3,200	NWX2/Clause	12,000	8,000
Claim ng	$3,200	Open or Date	12,000	8, 00
Claim ng	$4,000	NW2/L fet me	12,000	, 00
Claim ng	$4,000	NW3/L fet me	12,000	8,000
Claim ng	$4,000	NW or Date	13,000	8, 00
Claim ng	$4,000	Open or Date	13,000	9,000
Claim ng	$5,000	NW2/L fet me	12, 00	
Claim ng	$5,000	NW3/L fet me	12, 00	
Claim ng	$5,000	NW or Date	13, 00	8,800
Claim ng	$5,000	NWX2/Clause	13, 00	9,000
Claim ng	$5,000	Open or Date	14,000	9, 00
Claim ng	$6,250	NW2/L fet me	12, 00	8,000
Claim ng	$6,250	NW3/L fet me	12, 00	
Claim ng	$6,250	NW or Date	14,000	9, 00
Claim ng	$6,250	Open or Date	15,000	9, 00
Claim ng	$8,000	NW2/L fet me	13,000	8, 00
Claim ng	$8,000	NW3/L fet me	13,000	
Claim ng	$8,000	NW or Date	15,000	9,800
Claim ng	$8,000	Nw2x/Clause	14, 00	9,800
Clam ng	$8,000	Open or Date	15,000	10,000
Claim ng	$10,000	NW2/L fet me	14,000	9,000
Claim ng	$10,000	NW3/L fet me	14,000	
Claim ng	$10,000	Open or Date	17,000	10,000
Claim ng	$12, 00	NW2/L fet me	14,000	
Claim ng	$12, 00	NW3/L fet me	14,000	
Claim ng	$12, 00	Nw2x/Clause	16,000	10,000
Claim ng	$12, 00	Open or Date	18,000	10,000
Claim ng	$16,000	NW2/L fet me	15,000	
Claim ng	$16,000	NW3/L fet me	15,000	
Claim ng	$16,000	Open or Date	20,000	12,000
Claim ng	$20,000	NW3/L fet me	16,000	
Claim ng	$20,000	Nw2x/Clause	20,000	
Claim ng	$20,000	Open or date	23,000	
Claim ng	$25,000	NW2/L fet me	18,000	
Claim ng	$25,000	Open or Date	25,000	
Claim ng	$32,000	Open or Date	27,000	
Claim ng	$40,000	Open or Date	28,000	
Claim ng	$50,000	Open or Date	28,000	
Claim ng	$62, 00	Open or Date	28,000	
Claim ng	$80,000	Open or Date	30,000	
Claim ng	$150,000-100,000	Open or Date	30,000	
Ma den Cla m ng	$5,000		12,000	7,000
Ma den Cla m ng	$8,000		12, 00	, 00
Ma den Cla m ng	$12, 00		13,000	
Ma den Cla m ng	$16,000		14,000	8,000
Ma den Cla m ng	$20,000		15,000	
Ma den Cla m ng	$25,000		17,000	
Ma den Cla m ng	$32,000		18,000	
Maiden Claiming	$40,000		19000	
MDN LW			26000	
Starter llowance	2 00			8000
Starter ll wance	$4,000		14000	9500
Starter llowance	2 0		15000	10000
Starter llowance	000		16000	
Starter ll wance	12500	Starter r Ferndale nw2	18,000	000
Starter ll wance	50,000	NW 2 (Clause One win 20 less)	20,000	

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ATTACHMENT D
AUXILIARY TRAINING F ILITIES

Sacramento will be open as an auxiliary training facility for CARF and SCF racing during the period from June 15, 2022 to July 27, 2022 During this period, the track will be open for training on the basis of six (6) days a week but may be adjusted by the Stabling & Vanning Committee. Sacramento will be reimbursed the expenses of operating as an auxiliary training facility pursuant CARF guidelines.

Stalls at auxiliary training facilities will be allocated and made available, without charge, to those Thoroughbred horses for which stalls have been approved by TRACK's Racing Secretary. Stalls shall be assigned only to Thoroughbred trainers engaged in the care and training of Thoroughbreds which TRACK has approved and to which TRACK has allocated stalls to prepare for racing. TRACK's obligations to furnish and allocate stalls shall be subject to TRACK's right to withdraw stalls allocated to horses not currently approved for racing or preparation for racing, or not actually training for racing, and to TRACK's needs for access to such stalls for repairs, maintenance and construction, but may be adjusted by the Stabling & Vanning Committee.

CARF acknowledges it is its responsibility to have every trainer utilizing one or more stalls at Sacramento during the term of the auxiliary stabling. All trainers will sign a stabling agreement requiring such trainer to fully comply with.

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ATTACHMENT E
NORTHERN CALIFORNIA STABLING AGREEMENT

N/A

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ATTACHMENT F
SCHEDULE OF APPROVED SIMULCAST RACES

To be provided.

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ATTACHMENT G
SCHEDULE OF PPROVED ADVANCED DEPOSIT AGERING (“ DW”) RACES

To be provided.

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ATTACHMENT H
FIRE AND DISASTER INSURANCE POLICY

See Attached.

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2022

RACE MEET AGREEMENT

BETWEEN

CALIFORNIA AUTHORITY OF RACING FAIRS

AND

CALIFORNIA THOROUGHBRED TRAINERS

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2022 RACE MEET AGREEMENT

CALIFORNIA AUTHORITY OF RACING FAIRS

THIS AGREEMENT is entered into by and between the CALIFORNIA AUTHORITY OF RACING FAIRS, a joint exercise of powers agency ("CARF") representing those of its members identified in Attachment A, herein referred to as "TRACK" or unless otherwise specifically designated, and the CALIFORNIA THOROUGHBRED TRAINERS, Inc., a California Corporation, hereinafter referred to as "CTT."

RECITALS

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

WHEREAS, CTT is the duly organized trainers' association recognized by TRACK and the California Horse Racing Board as having authority to negotiate and covenant with TRACK pursuant to California Business and Professions Code Section 19613.1 (a) and (b) and Article 22, Chapter 4, Title 4 of the Administrative Code of the State of California, Rules 2040, through 2043; and

WHEREAS, TRACK is a California Exposition and State Fair, county fair or district agricultural association (fair), organized and existing under the laws of the State of California.

WHEREAS, TRACK is a Member or Associate Member of the California Authority of Racing Fairs ("CARF") and CARF is a joint exercise of powers agency pursuant to California Government Code, Articles 1 and 2, Chapter 9, Division 7, of Title 1. CARF has been designated by its member Tracks to represent, negotiate and contract on their behalf with CTT for the matters specified in this agreement. Tracks, and each of them, warrant and represent that it has authorized CARF to enter into this agreement, and this agreement shall be binding upon TRACK, its members, agents, employees, and officials during the term of this agreement.

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

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AGREEMENT

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

I. RACE MEET

Except as otherwise provided herein, the provisions of this Agreement shall be applicable only to the thoroughbred race meets conducted by TRACK under license from the California Horse Racing Board for the period commencing June 15, 2022 through October 18, 2022, which meets are hereinafter referred to as the "2022 Meets" excluding the Santa Rosa meet.

II. PURSE PROJECTIONS

During the 2022 Meets, should TRACK foresee an increase or reduction in purses, TRACK will make its best efforts to inform CTT of any pending change as soon as reasonably possible.

III. CTT DISTRIBUTIONS

TRACK shall pay to CALIFORNIA THOROUGHBRED TRAINERS, INC. ("CTT") for the 2022 Meets the sums required by Section 19613(d) of the California Business & Professions Code. Specifically, TRACK shall pay one percent (1%) to CTT Backstretch Employees' Retirement Savings Pension Plan and one-third percent (1/3%) to CTT as required by law. The amounts payable to CTT Backstretch Employees' Retirement Savings Pension Plan and CTT pursuant to this provision may be referred to sometimes collectively as "CTT Distribution." TRACK shall also pay to CTT, in a timely fashion as may be established by normal industry practice or by general agreement of the parties, all other statutory distributions due CTT including, without limitation, amounts payable pursuant to California Business & Professions Code section 19604.

The sums payable under this paragraph shall be paid by TRACK to CTT within 10 days after the close of each race meet, along with a statement indicating the method of calculating payments. All such payments shall be based upon actual receipts by TRACK of amounts payable as purses. In the event any payment is not made within 10 days from its due date, interest shall accrue from the initial due date at the rate of ten percent (10%) per annum until such payment is made.

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

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IV. CONDITION BOOK

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

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

TRACK agrees to use its best efforts to make its first Condition Book for the 2022 Meets available to horsemen at least 10 days prior to opening day.

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

V. STALL APPLICATIONS

It is hereby agreed that the following language is incorporated into "Stall Application," as that term is commonly used in the horse racing industry:

"In order to assure the protection of the public, to maintain and encourage confidence in the integrity of horse racing, and to safeguard the health and safety of human and equine participants, Applicant acknowledges that Applicant and Applicant's agents, employees, and affiliates have no expectation of privacy (which includes but is not limited to video surveillance) with respect to stalls and appurtenant facilities provided by TRACK other than living quarters.

"TRACK specially reserves the right to conduct searches of stall areas, offices, and tack rooms except for living quarters assigned to Applicant at any time.

"TRACK may, in its discretion, establish rules, regulations, and security procedures that may limit or eliminate Applicant's ability to participate in racing or training activities at TRACK or any auxiliary training facility, subject to the agreement of the CTT, which agreement shall not unreasonably be withheld.

"The agreement of CTT, which shall not unreasonably be withheld, shall be a condition precedent to any execution of a decision by TRACK to limit or eliminate Applicant's ability to participate in racing or training activities at TRACK or any auxiliary training facility.

"TRACK will not conduct any independent or supplemental testing of horses at any time. All testing is under the sole authority of the CHRB. Any rules, regulations, or procedures enacted pursuant hereto shall be in addition to and shall not supplant the rules and regulations of the California Horse Racing Board.

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"Notwithstanding anything to the contrary herein, TRACK may enter and search living quarters so long as it has reasonable cause to believe that there is an activity taking place that is criminal, or a threat to the health or safety of other occupants of living quarters or a threat to the health or safety of the horses. TRACK agrees to notify CTT within 24 hours of any such entries."

VI. STALL ASSIGNMENTS

6.1 TRACK shall provide stalls for thoroughbred horses at each Track in an amount less than the amount derived by multiplying the total number of stalls at the Track by the result obtained by dividing the number of scheduled thoroughbred races by the total of all scheduled races.

6.2 TRACK shall provide such auxiliary training facilities as are required by it to be provided pursuant to the Horse Racing Law and Rules and Regulations of the CHRB, or as the parties may otherwise agree.

6.3 (a) TRACK shall distribute Stall Applications not less than 30 days prior to the commencement of each race meeting. Contingent on horsemen receiving Stall Applications timely, horsemen shall submit completed applications not less than 22 days prior to the scheduled commencement of the meeting. Stall applications will be granted to approved horses at least 15 days prior to the commencement of the race meet. If a horseman requests and is approved stall space at TRACK, but is unable to ship in, he shall give at least seven (7) days' notice to TRACK. TRACK may reassign those stall(s) upon horseman's failure to give notice. TRACK agrees that, in the allocation and assignment of stall space and in all other respects, it will not discriminate against any trainer and will apply the standards as set out below. Stall Applications shall comport with all prevailing law and any relevant covenants or agreements between the associations and trainers' organization.

(b) If any trainer asserts that he or she has been discriminated against by TRACK or the Stall Committee in the awarding of stalls, then the trainer so claiming shall submit his or her claim to CTT, and if CTT find the claim meritorious, may represent the trainer and present such grievance to TRACK and, if appropriate, to the CHRB. If the dispute is not settled, TRACK and CTT agree that the matter is to proceed immediately to the dispute resolution process as stated in Section VII of this agreement.

(c) It is agreed that stall allocations shall be made primarily on the basis of the quality and condition of the horses for which stall space is requested, the availability of stall space, and the character of the meet contemplated to be held by TRACK. TRACK shall endeavor to accommodate California domiciled trainers and the California Bred Thoroughbred in allocating stall space. A disproportionate share of stalls shall not be allocated to trainers domiciled out of state.

(d) It is agreed that horsemen occupying stalls at any TRACK shall enter their horses in races for which they are eligible, unless the horses are physically unfit to race.

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6.4 (a) Horses not properly identified or whose identity cannot be reasonably established by the Official Horse Identifier shall be denied stall space.

(b) TRACK reserves the right to deny stall space to any owner/trainer whose accounts with any member of CARF are delinquent. Each Track is responsible to provide a current update for accounts receivable.

6.5 (a) Recently fired, blistered, or horses upon which surgery has recently been performed, or horses having a veterinary problem which prevents the horse from competing at the race meet, shall be denied stall space.

(b) The past performance of horses four years old and older may be considered in determining its eligibility for stall space.

(c) Horses not having qualifications consistent with the types of races scheduled in TRACK's condition book or which fail to meet the minimum conditions for eligibility published therein shall be denied stall space.

(d) Horses found not fit to race shall vacate TRACK's stall space within 48 hours.

6.6 (a) Unless required by the Horse Racing Law or the Rules and Regulations of the CHRB, or pursuant to agreement by shareholders of NOTWINC, Inc., TRACK shall have no responsibility to reimburse horsemen or to otherwise pay for the vanning of horses stabled off track.

(b) TRACK shall pay for tattooing only for horses entered to race on the overnights. CTT, or its authorized representative, shall publicize this procedure during the two weeks prior to Pleasanton on the stable loudspeakers at CARF and Pleasanton, and on the bulletin boards and on the overnights at each TRACK.

6.7 TRACKS with available trailer spaces shall make their best effort to give preference to owners and trainers for vacant trailer spaces. Applications for reservations shall be mailed to TRACK not less than 22 days prior to the opening of the race meet.

6.8 TRACK agrees to make its stalls, barn area, and racetrack available without charge to horsemen and have the same in good condition at least ten (10) days prior to the commencement of its race meet; except that TRACKS who cannot comply due to prior existing contracts for horseracing shall make reasonable efforts to have their facilities ready as soon as practicable. TRACK agrees that the barn area will be open, available, and in condition for stabling at no charge to horsemen for at least three (3) days following TRACK's 2022 meet.

6.9 TRACK will maintain its racing surface in good condition for thoroughbred racing and training and agrees to promptly rectify any condition unsafe to race horses during the

meet. Golf courses controlled by TRACK shall be closed during racing operations. TRACK shall not conduct any activity on the racing surface hazardous to horsemen or horses.

6.10 TRACK agrees to wash or otherwise clean the racing colors or "silks" of owners with horses competing in the 2022 Meets. Such cleaning shall occur on the day that the silks are utilized or on the day immediately following their utilization. Such cleaning services will be provided at TRACK's expense, without right of reimbursement from CTT, the individual owners, and/or their trainers.

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

TRACK agrees that its stalls will be ready, available, and allocated, and the main TRACK will, with respect to the 2022 Meets, be open, available, and in condition for training at no charge to horsemen not less than 10 days prior to the opening day of the 2022 Meets.

VII.

DISPUTE RESOLUTION

This section refers to disputes arising from Section V, Stall Applications, and Section VI, Stall Assignments.

Following the execution of this Agreement, TRACK and CTT shall meet to establish a list of three qualified neutrals who may be called upon to become involved in resolving disputes which may arise under Section VI and Section VI of the Agreement. The decision(s) of any neutral so chosen shall be binding during the pendency of this dispute resolution process and any arbitration procedures following. If TRACK and CTT cannot agree on a neutral to resolve the dispute, a neutral shall be appointed by the California Horse Racing Board.

Any decision by TRACK to deny stalls to or to exclude any licensed trainer, during or immediately following the Stall Application process (other than on grounds of the quality and condition of the horses for which stall space is requested, and taking into consideration the character of the Meet contemplated to be held by TRACK and the horses suitable for the holding of such Meet, and availability of stall space) may not be arbitrary and/or capricious, and shall be based upon one or more of the following:

(a) Violation of a California Horse Racing Board medication rule involving a Class 1 through 3 drug substance where the decision is not based solely on CHRB rule 1887.

(b) Violation of a California Horse Racing Board rule resulting in an actual served suspension of 60 days or more.

(c) Repeated or egregious violations of Association rules where such rules have been agreed to by CTT.

(d) Criminal complaints alleging violations involving animal health and safety.

(e) Conduct which falls far below the prevailing standard of custom and care of thoroughbred race horse husbandry.

(f) Conduct which is detrimental to the integrity of horse racing or would interfere with the orderly conduct of horse racing.

(g) Conduct referenced in CHRB Rule 1980 and 1989 (a).

Prior to TRACK's enforcement of any decision to exclude any licensed trainer, or to withdraw or significantly modify stall allocations once made, TRACK shall inform the trainer and CTT of its decision and the basis for that decision. The agreement of CTT, which shall not unreasonably be withheld, shall be a condition precedent to any execution of a decision by TRACK to limit or eliminate Applicant's ability to participate in racing or training activities at TRACK or any auxiliary training facility.

If the subject trainer objects to an exclusion, withdrawal, or modification of stall assignments, that objection shall be lodged with both TRACK and CTT within 48 hours of TRACK's decision. TRACK, CTT, and the subject trainer shall then meet immediately, whether separately or together, to further evaluate the merit of TRACK's decision.

Should any dispute remain as to an exclusion, modification, or withdrawal of stall allocations once made, following the meeting(s) referenced above, a qualified neutral shall be drawn by lot of the list referenced above, to meet with the subject trainer, TRACK, and CTT, with all deliberate speed. At such pre-arbitration meeting, the neutral shall first attempt to facilitate a resolution of the dispute. If the dispute cannot be resolved, the neutral shall indicate at the conclusion of the meeting, based on the representations made, whether the TRACK or trainer is the prevailing party in the pre-arbitration proceeding.

Commencing with the date of TRACK's decision so to exclude any trainer, modify, or withdraw stall allocations once made, the affected trainer may continue to occupy allocated stalls and appurtenant facilities in accordance with applicable rules and procedures, until such time as the dispute has been resolved or the pre-arbitration meeting has determined TRACK to be the prevailing party. During such period between the date of TRACK's decision to exclude a trainer and the pre-arbitration meeting, the affected trainer will not be permitted to "work horses" in his

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care as that term is commonly understood in Thoroughbred racing, or to enter horses in any races at TRACK.

If TRACK is the prevailing party, the trainer shall be entitled to proceed immediately to arbitration, and shall be suspended and/or excluded from participation in racing or training at TRACK or authorized auxiliary training facilities during the pendency of arbitration.

Should the trainer be the prevailing party, the TRACK shall be entitled to proceed immediately to arbitration, and the trainer shall not be suspended and/or excluded from participation in racing or training at TRACK or authorized auxiliary training facilities during the pendency of such arbitration that TRACK may pursue.

VIII. HOLDING (TRANSIT) BARN

TRACK agrees that it will regularly clean and maintain the Holding (Transit) barn used for horses shipping in to run at the 2022 Meets.

IX. FIRST POST TIME

All Post times for the 2022 Meets must be submitted for approval of the CHRB in TRACK's initial application for license.

X. INTERRUPTED RACING SCHEDULES: FORCE MAJEURE

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

XI. ACCESSIBILITY TO TRACK

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

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XII. ANTI-MONOPOLY PROVISION

TRACK acknowledges CTT's interest in assuring that horsemen will, during the 2022 Meets, have the opportunity to procure and receive supplies, services, utilities, transportation and other facilities required by the horsemen at a competitive cost or price usually available in a free enterprise marketplace. Accordingly, TRACK agrees not to limit this free enterprise system of competitive service and supply to the horsemen by means of TRACK entering into any agreement or otherwise seeking to establish or impose upon the horsemen a monopoly of restrictive servicemen or suppliers who would have exclusive access to the horsemen's needs or requirements.

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

XIII. CREDENTIALS

TRACK agrees to provide owner/trainer stickers or other appropriate credentials to all licensed personnel either employed on or with horses stabled on the grounds, at an authorized auxiliary stabling facility, or whose horse has competed or is scheduled to compete at the 2022 Meets. TRACK agrees also to provide two passes per trainer per day for trainers in possession of a valid CHRB license and to provide four passes for trainers with “horses in today to race”. Trainers may have access to Horsemen’s shuttle or tram provided by TRACK at any time that shuttle or tram is operating.

TRACK further agrees to issue to all CTT Board members, its President, Executive Director, General Counsel, Northern California Manager, Deputy Director, and members of the CTT Backstretch Employees’ Pension Administrative Committee and Edwin J. Gregson Foundation Board, VIP or "official" credentials for the 2022 Meets, including but not limited to, an "official" pin and Turf Club, or equivalent, guest pass. All other CTT authorized personnel, up to a maximum of five (5), shall receive an "official" pin.

XIV. TRAINING/STABLING/EMPLOYEE HOUSING FACILITIES

At all times during the 2022 Meets, TRACK will cause the main TRACK to be open at 6:00 A.M. and to remain open until 10:00 A.M., six days a week.

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It is the intent of TRACK and CTT that the main track will be maintained by TRACK and be available for training six (6) days a week on each day horses are stabled at TRACK (except in the event of a water shortage or other unforeseen conditions of which TRACK has notified the CTT).

The parties hereto agree that they will work cooperatively in attempts to assess and correct conditions that affect the main track during the 2022 Meets and while the main track is open for training preceding and following the 2022 Meets. TRACK will inspect and screen, if necessary, all materials it adds to the racing surfaces and surrounding roads, barn areas, paths and hot walking areas for the presence of rocks and other materials that may injure horses.

It is agreed that maintenance and construction work will be restricted during training hours so as not to endanger horses and/or backstretch personnel. It is further agreed that the track and backstretch areas will be kept free of rocks and other injurious debris so long as practicable.

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

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

TRACK shall provide, free of charge or rent, tackrooms suitable as living quarters in the barn area during the duration of each meet. If TRACK is unable to provide such living quarter tackrooms, then TRACK must provide, free of charge or rent, trailers and trailer space on the fairground premises for the backstretch workers in lieu of the living quarter tackrooms.

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

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

case including a driver and at all times in compliance with any rule, regulation or directive of the CHRB with regards to ambulance service, staffing and/or emergency medical protocol.

TRACK agrees, while horses are stabled at TRACK during its 2022 Meets, to have a manned, operating starting gate for training on the main TRACK.

TRACK agrees to provide an official vet at offsite stabling sites at reasonable intervals to allow trainers to work horses for removal from Vet's List.

Without approval of the other party, neither party shall make any rules or enforce any conditions that differ from those established by the CHRB.

XV. BACKSTRETCH CAFETERIA

During the 2022 Meets, TRACK will cause to be kept open on every racing day a cafeteria located on the backstretch for the patronage and convenience of owners, trainers, and backstretch personnel. The cafeteria shall remain open from 6:00 A.M. until the conclusion of the last live race of the day and from 6:00 A.M. and 2:00 P.M. on non-racing days. Periodic closing for cleaning will apply on all days. TRACK will use all reasonable efforts to maintain the lowest possible pricing for trainers and their employees.

XVI. TRAINERS' PROPRIETARY RIGHTS

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

TRACK and CTT agree that CTT shall have the right to place signs and/or logos of comparable size and design of Thoroughbred Owners of California (TOC) signs at or near the location provided to TOC for placement of signs and/or logos.

XVII. FIRE, DISASTER, AND GENERAL LIABILITY INSURANCE

TRACK agrees to acquire and pay the premium for a Fire and Disaster Insurance Policy, providing the same coverage or better than that previously obtained through the National Horsemen's Benevolent and Protective Fund. TRACK will, either independently or in conjunction with other racing associations, finance this program without right of reimbursement from any horsemen's organization, or individual owner or trainer. Said insurance is to be provided by a reputable insurance company selected by TRACK which, with certain limitations, protects the owners of horses against the loss of their race horses, tack, etc., due to fire or disaster. CTT and their respective members shall be named as a loss payee under such policy. CTT shall

receive a certificate of insurance, including endorsements, amendments, or any other provision or document evidencing or affecting coverage or liability limits. TRACK shall also obtain, under the same terms and conditions set forth herein, a General Liability Insurance Policy which is to name as an additional insured, and be for the benefit of the, CTT, and its member trainers and equine participants who race and/or participate in TRACK's meet at any time during the term of this Agreement.

The obtaining of a fire, disaster and general liability insurance policy by TRACK does not in any way preclude the individual owner or trainer from taking individual legal action against the TRACK that the owner or trainer deems appropriate, or to prevent the owner or trainer from seeking legal action against the TRACK directly as a consequence of any acts, conduct, negligence, or other occurrence attributable to TRACK.

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

XVIII. CTT COVENANTS

During the term of this Agreement and as long as TRACK is not in violation of the terms of this Agreement or of applicable law, CTT will not instigate, promote, encourage or engage in any boycott of any race or Race Meeting (except and in the event the TRACK is unsafe for racing) conducted by TRACK while this Agreement is in force and effect.

XIX. TRACK COVENANTS

During the term of this Agreement and as long as CTT is not in violation of the terms of this Agreement or of applicable law, TRACK shall recognize CTT as the official organization representing the trainers at TRACK's 2022 Meets and shall not participate in any action, claim or proceeding seeking the de-certification of the CTT as the official and exclusive representative of California thoroughbred trainers, nor will TRACK engage in a lockout of CTT members.

XX. MUTUALITY

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

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

A Horsemen-Management Committee shall be created, composed of such members of the CTT as they may designate and administrative officials to be designated by TRACK. All matters concerning problems of the parties in regards to conditions of the racetrack, the backside, and the health, welfare and safety of the horses, the trainers or their employees, and stabling and vanning, will be referred to this committee in an effort to amicably and equitably adjust and resolve any problems which may arise. The parties herein shall prepare and agree to a monthly meeting schedule during which grievances and any other issues may be discussed and resolved. If each party notifies the other that no issues will be agendized for the upcoming monthly meeting, the parties may mutually cancel that monthly meeting. This Committee shall have no involvement in the issues arising under Sections V. and VI. above.

XXI. DEFAULT

The respective covenants herein contained are concurrent, and, and no party who is in default of this agreement shall have the right to enforce any covenant hereunder until said default has been cured. If any dispute shall arise hereunder, the prevailing party shall be entitled to its costs of suit, including a reasonable attorney's fee.

XXII. EXCHANGE WAGERING

TRACK agrees to consult with CTT prior to implementing or offering exchange wagering at TRACK during the term of this Agreement.

XXIII. TRACK SAFETY

TRACK agrees to provide, within reasonable time following its receipt, not to exceed 72 hours, or to otherwise make available to CTT for review, and to meet, on a mutually agreeable schedule during the 2022 Meets, with CTT representatives to discuss, information concerning the soil or material composition, construction and engineering of TRACK's main track surfaces, including without limitation to the extent they exist, track surface material laboratory analyses, consultant analyses, daily maintenance procedures and remediation recommendations. TRACK agrees to provide to CTT on an ongoing basis and as set forth above, any and all testing reports, data or recommendations done by, requested by and/or provided to TRACK or the California Horse Racing Board, so long as such testing reports, data or recommendations are in TRACK'S

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or the California Horse Racing Board's possession, custody, or control. TRACK and CTT mutually agree to grant authorization to each other to obtain and have released any information regarding track testing reports, data or recommendation in the custody, possession or control of the California Horse Racing Board, each other, or other entity or party. CTT agrees to exercise its discretion regarding whether or not to disseminate any such reports received pursuant to this Agreement.

TRACK will make available all horse ambulance reports to CTT, as generated, or no later than on a weekly basis, during the TRACK's 2022 Meets.

XXIV. MISCELLANEOUS

23.1 No Discrimination: No party to this agreement shall discriminate against the other party due to membership in CTT or CARF, or by reason of a person's race, color, creed, religion, national origin or ancestry, sex, or age.

23.2 No Assignment: This agreement shall not be assigned by any party without the prior written consent of the other party.

23.3 Agreement Replaces All Prior Agreements: This agreement supersedes and replaces all prior agreements between the parties named herein. This agreement may be modified or amended by a writing signed by all parties.

23.4 Attorney's Fees: If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to a reasonable attorney's fee, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

23.5 Counterparts: This agreement may be executed in counterparts and each such executed counterpart shall be deemed an original. Execution by TRACK and any one or more parties shall be deemed a binding agreement as to those executing parties regardless of whether the remaining members have executed a counterpart.

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

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

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(a) If to TRACK, at its address set for in Attachment "A," "Attention Fair Manager: with a copy to Larry Swartzlander, Executive Director, CARF, 1776 Tribute Road, Sacramento, CA 95815.

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

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

XXV. SUCCESSORS AND ASSIGNS

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

XXVI. MODIFICATIONS

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

XXVII. RESERVATION OF RIGHTS

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

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IN WITNESS WHEREOF, the undersigned have affixed our signatures.

CALIFORNIA AUTHORITY OF RACING FAIRS

5/6/2022
Dated:

Larry Swartzlander
Executive Director

CALIFORNIA THOROUGHBRED TRAINERS, INC.

May 4, 2022
Dated:

Alan F. Balch
Executive Director

CTT CARF FINAL Agreement 2022

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ATTACHMENT A

Alameda County Fair	Jerome Hoban CEO	4501 Pleasanton Dr. Pleasanton, CA 94566 925-426-7600
California State Fair	Rick Pickering CEO	1600 Exposition Blvd. Sacramento, CA 9581 916-263-3247
Humboldt County Fair	Rick Silacci General Manager	1250 5th Street Ferndale, CA 95536 707-786-9511
Big Fresno Fair	Lauri King Deputy Manager	1121 Chance Avenue Fresno, CA 93702 559-650-3081

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2022
RACING AGREEMENT

BETWEEN

CALIFORNIA AUTHORITY OF RACING FAIRS
(THIS DOES NOT INCLUDE THE SONOMA COUNTY FAIR)
AND

PACIFIC COAST QUARTER HORSE
RACING ASSOCIATION, INC.

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AGREEMENT

This Agreement is between CALIFORNIA AUTHORITY OF RACING FAIRS, a joint exercise of powers agency representing its members identified in Attachment "A" (hereafter "TRACK"), and the PACIFIC COAST QUARTER HORSE RACING ASSOCIATION, INC. (hereafter "PCQHRA").

1. The purpose of this Agreement is to provide for the payment by TRACK to Quarter Horse horsemen of the purses, stakes and breeder awards authorized by law, the orderly administration and conduct of Quarter Horse racing at TRACKS' race meeting, and the cooperative resolution of other matters related to the race meet which may be of concern to the parties.

2. The provisions of the Agreement shall be applicable to the Quarter Horse races conducted by TRACK under license from the California Horse Racing Board during the calendar year of **2022**. TRACK agrees to notice PCQHRA concurrently with any request for change or modification to the license application to California Horse Racing Board (CHRB).

3. (a) TRACK is either a California Exposition and State Fair, county fair or district agricultural association (fair), organized and existing under the laws of the State of California, and is a public entity receiving state money to conduct fairs. For purposes of conducting Quarter Horse racing at fair race meetings, TRACK is licensed to do so by the CHRB, and is subject to the applicable provisions of the California Horse Racing Law (Chapter 4, Division, 8, Business and Professions Code) and the applicable provisions of the Rules and Regulations of the CHRB (Title 4, California Administrative Code, Chapter 4).

TRACK is a member or associate member of the CALIFORNIA AUTHORITY OF RACING FAIRS (CARF). CARF is a joint exercise of powers agency pursuant to California Government Code, Articles 1 and 2, Chapter 9, Division 7 of Title 1. CARF has been designated by TRACK to represent, negotiate and contract on its behalf with PCQHRA for the matters specified in this Agreement. For purposes of this agreement TRACK purses will be consolidated under CARF as one purse structure. Any over/under payments will be calculated at the end of The Big Fresno Fair meet.

TRACK warrants and represents that it has the authority to enter into this Agreement and that this Agreement shall be binding upon TRACK, listed in appendix "A", its member's agents, employees and officials during the term of the Agreement.

(b) PCQHRA is a horsemen's organization representing horse owners and trainers of Quarter Horse horses, and is an organization empowered to contract with TRACK for the conduct of a race meeting, subject to the provisions of the California Horse Racing Law and the Rules and Regulations of the CHRB.

PCQHRA warrants and represents that it has the authority of its membership to enter into this Agreement, and that this Agreement shall be binding upon PCQHRA and any horse owner who accepts the conditions of the race meeting by accepting stall space at TRACK or other designated auxiliary stall facility, or who races at TRACK.

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(c) The parties hereby incorporate by reference and make applicable to this Agreement, the provisions of Article 22, Sections 2040-2045 inclusive of Title 4, California Administrative Code, and Chapter 4.

4. TRACK will pay and distribute in stakes and overnight purses during the race meeting held by TRACK during the term of this Agreement, a sum in lawful money of the United States equal to all monies required to be paid pursuant to California Horse Racing Law in effect during the term of this Agreement. The purse money shall include, but not be limited to monies derived from the purse share of the handle pursuant to Sections 19614 and 19614.2 of the Business and Professions Code, "exempt" breakage pursuant to Sections 19491, 19491.5 of the Business and Professions Code, purses from simulcast wagering pursuant to Business and Professions Code Section 19604, 19605.9 or 19606, or any other purse monies due to the horse owners and trainers pursuant to Horse Racing Law or any amendment thereto.

(a) TRACK is authorized to simulcast to out-of-state satellite wagering locations provided that: (1) upon entering into a contract with an out-of-state satellite wagering location TRACK provides PCQHRA with the proposed contract with such out-of-state satellite wagering location and receives PCQHRA'S concurrence of said contract for Quarter horse races only and, (2) TRACK accounts to PCQHRA on a timely basis of revenues earned by virtue of said out-of-state satellite wagering and pays any and all monies due to PCQHRA or its members or horsemen according to Horse Racing Law and in a timely manner. This provision relates to satellite wagering of Quarter Horse races only.

(b) TRACK will provide within 15 days after the conclusion of each meet a preliminary purse report showing total dollars generated for purses from each source and the distribution of said funds on a breed by breed basis. This report shall include, but not be limited to, the amounts for administrative fee, overnight purses, stakes purses, breeders and owner's premiums. A final report summary from TRACK shall be provided for each racing fair within 15 days at the conclusion of that specific fair.

5. From the total amount authorized in paragraph 4, above, TRACK shall withhold the sum of four percent (4%), of all purse monies, payable to PCQHRA within 15 days of the close of the meet, as and for the administrative expense of PCQHRA for services rendered to horsemen and TRACK, as authorized by Business and Professions Code 19613 (c) and (d).

6. At the close of the CARF race meet, if CARF has incurred an underpayment to Quarter Horse horsemen less than $5,000 such amount shall be carried over to the following year.

If the underpayment exceeds $5,000 the underpayment shall be distributed to each horseman who earned purses (exclusive of stakes races) at the conclusion of the CARF race meeting in the percentage that purses earnings of each horseman (excluding stakes races) bears to the total purses paid during the meeting or carried over as stakes and purse increases for the 2018 racing season. The decision will be based on mutual concurrence of both CARF and the PCQHRA. All over-payments will be deducted from the amount payable as stakes and purses at CARF'S next meeting.

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7. Pursuant to Section 19541 of the Business and Professions Code, TRACK shall, so far as practicable, provide a program of mixed breed racing that includes Quarter Horse racing. The number of races daily are specified in the license applications. TRACK will offer as many Quarter Horse races as racing secretary fills. At the discretion of racing secretary, additional races may be offered as extras and included in the daily card. Placement of races determined daily following close of entries. The number of entries for a race to be used shall be the minimum of other breeds races that were used.

8. (a) Cal-Bred Owner's Premiums and Awards shall be paid pursuant to the Horse Racing Law.

(b) The Racing Office at the TRACK within 7 days of the conclusion of the meet will provide a marked program page and official race result charts for all Quarter Horse races run at the meet to facilitate record keeping and payment of Cal-Bred premiums to eligible owners and breeders.

9. So long as TRACK is abiding by the provisions of the Agreement, any person, whether a member of PCQHRA or not, engaging in encouraging or assisting any strike, picketing, stoppage, or other interference in violation of this Agreement or who refuses to abide by the terms and conditions of the race meet, the provisions of the stall applications, or TRACK rules and regulations applicable to horse owners, trainers and their agents and employees, shall be subject to immediate dismissal from TRACK'S stall space (or designated auxiliary facility) and shall, unless otherwise agreed to by TRACK, not be permitted to participate in the race meet.

10. The parties agree that it is in their best interest that matters arising under this Agreement or pertaining to Quarter Horse racing at the race meet is settled by them through negotiation and consultation. To that end, the parties shall meet and confer as may be necessary. Any dispute that may not be resolved by meeting and conferring with the racing secretary shall be referred to the fair manager where the racing is being conducted and where the dispute arose. Since time is of the essence in settling such disputes, in the event of a claimed violation of this Agreement, the party claiming such violation, at its sole discretion, shall have the choice of pursuing independently or concurrently either: (a) submit such claim to the CHRB for resolution or, (b) submit such claim directly to an appropriate court for such legal action and equitable relief, as is appropriate.

If an issue between PCQHRA and TRACK management cannot be resolved within 24 hours, both parties agree to bring the matter before the executive director of the California Horse Racing Board for resolution.

In order to facilitate the racing of Quarter Horses, PCQHRA shall:

(a) Be authorized to act for and on behalf of Quarter Horse horsemen in all matters pertaining to this Agreement and make every effort to provide a representative to be present at each track to assist in taking of entries and filling of extra races.

(b) Meet and confer on or before **April, 30, 2022**, with TRACK'S racing secretary(s) to establish the general conditions of Quarter Horse racing at the TRACK covered by this Agreement, so as to accommodate a full season of racing.

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(c) Make its best effort to ensure that race meet fields of horses are not less than 7, in which event TRACK may cancel the race, if approved by the stewards. When a stakes schedule and an overnight purse schedule have been approved by the PCQHRA, no changes shall be made to such schedules without first consulting and obtaining consent from PCQHRA.

(d) Meet and confer on a timely basis with TRACK'S racing secretaries and stall superintendents to advise them regarding the assignment of allocated stall space and any other appropriate matter.

(e) Notify its members that horsemen/trainers with a delinquent account at any TRACK covered by this Agreement shall not be permitted to occupy stall space or enter horses to race at any TRACK until such account has been paid.

11. (a) TRACK shall make available to Quarter Horse owners/trainers a number of stalls representing the proportion of scheduled Quarter Horse to the total of all races scheduled in **2022**. If such stalls are not available, TRACK shall pay vanning cost for those horsemen approved to run and entered to race and are unable to obtain stall space at such TRACKS for Quarter Horse horses entered to race. TRACK shall make its stalls available to horsemen at least 5 days prior to opening day. Horsemen shall submit stall applications at least 14 days prior to the commencement of each race meet at TRACK. If portable stalls are used, water and electricity shall be provided in the area where the stalls are located.

Except for good cause and after consultation with PCQHRA's representative, TRACK shall not allocate more than 10 stalls to any one trainer.

(b) TRACK shall make reasonable efforts to provide owners and trainers with vacant trailer spaces. TRACK will provide one (1) RV trailer space for the PCQHRA representative at no cost to PCQHRA. Reservations shall be mailed by applicants to TRACK not less than twenty (20) days prior to the opening of the race meet.

(c) TRACK shall provide a starting gate and gate crew at a designated auxiliary stabling location for use by horsemen for qualifying Quarter Horses in June as the parties may agree. TRACK shall notify the PCQHRA representative at least 24 hours in advance of the day and location of the gate and crew.

(d) TRACK shall provide, without charge, admissions credentials for use by owners, trainers and other persons with valid CHRB license.

(e) By prior arrangement with TRACK, and with the necessary authorization of the individual account holder, tattooing fees may be deducted from the horseman's paymaster account.

(f) The Racing Office at the TRACK shall maintain a separate record of Quarter Horse trainer and jockey standings and submit them to PCQHRA representative at the conclusion of the meet.

12. No party to this Agreement will discriminate against the other party solely due to membership in PCQHRA or CARF, or by reason of a person's race, color, creed, religion, national origin or ancestry, sex, or age.

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13. TRACK will pay eight (8) places, first through eight. The following formula shall be used: First Place, 55%; Second Place, 20%; Third Place, 12%; Fourth Place, 7%; Fifth Place, 2%; Sixth Place, 2%; and Seventh Place, 1%; Eight Place, 1%. In the event there is less than an eight-horse field, the applicable percentage will be paid out as purse money in **2021** or as retro-active money. In addition, TRACK will not pay a starter fee. Funds generated for workmen's compensation relief from exotic wagers will be pooled with all emerging breeds and dispersed at the end of the summer fairs on a basis of total pool generated by all breeds divided by the total starts of all breeds.

(a) TRACK will pay out all advertised purse monies in Quarter Horse stakes races administered by the TRACK regardless of the number of starter in a stakes race. If there are less than eight starters in a Quarter Horse stakes race, all of the advertised purse monies will be distributed on a prorated basis among the starters in the stakes race.

(b) The **2022** Quarter Horse stakes (Proposed) schedule is included as Appendix "B" to this Agreement.

(c) CARF shall use comparable races at Los Alamitos for purposes of continuing the 80% purse level for similar classes of Quarter horses running at all the fair meetings. Following the last fair meeting CARF shall provide PCQHRA with an accounting of all monies allocated at the fair meetings. At the conclusion of each fair meet CARF will assess the purse over/underpayment status and with the consent of PCQHRA may adjust purse levels as necessary.

.

14. In the event of the cessation, termination, cancellation or inability to stage a race meet due to any changes in the Horse Racing Law, both parties are relieved from further fulfillment of the Agreement and it may be terminated upon written notice by either or both parties.

15. (a) This Agreement may not be assigned by any party without the prior written consent of the other party.

(b) This Agreement supersedes and replaces all prior agreements between the parties named herein and becomes binding upon the parties upon the signatures of authorized officials of PCQHRA and CARF.

(c) If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to a reasonable attorney's fee which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

(d) Subject only to this Agreement and applicable law, the management of TRACK'S premises and the conduct of race meets is the sole prerogative of TRACK.

16. It is understood and agreed that the CALIFORNIA AUTHORITY OF RACING FAIRS is not a party to this Agreement, but is acting solely for the benefit and convenience of its members; that TRACKS listed in Attachment "A" are the parties to this Agreement; and that all

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benefits and liabilities to the parties created by this Agreement are solely those of PCQHRA and the TRACKS.

17. This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties. A signed copy of this Agreement transmitted by facsimile machine or electronically by any means shall have the same force and effect as an original signature.

DATE 4/14/22

PACIFIC COAST QUARTER HORSE RACING ASSOCIATION, INC.

BY: _____

PCQHRA
P. O. Box 919
Los Alamitos, CA 90720

DATE 4/14/22

CALIFORNIA AUTHORITY OF RACING FAIRS

BY: _____

CARF
1776 Tribute Road, Suite 205
Sacramento, CA 95815

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APPENDIX "A"

Alameda County Fair	Jerome Hoban CEO	4501 Pleasanton Dr. Pleasanton, CA 94566 925-426-7600
California State Fair	Rick Pickering CEO	1600 Exposition Blvd. Sacramento, CA 9581 916-263-3247
Humboldt County Fair	Rich Silacci CEO	1250 5th Street Ferndale, CA 95536 707-786-9511
Big Fresno Fair	Lauri King Deputy Fair Mgr.	1121 Chance Avenue Fresno, CA 93702 559-650-3081

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APPENDIX "B"
2022 QUARTER HORSE STAKES SCHEDULE

Alameda County Fair

Jack Robinson Handicap – 48th Running Three Year Olds and Upward - 350 Yards	$8,000 Guaranteed

California State Fair

The Jack Clifford –23rd Running For Three Year Olds & Upward - 350 Yards	$8,000 Guaranteed

Big Fresno Fair

Fresno Quarter Horse Futurity-29th Running For Two Year Olds - 350 Yards	$8,000 Guaranteed

a California joint powers agency

1 Tribute Roa , Suite 150
Sacramento, CA 5815
Office: 1 .263.3346 Fax: 16.2 3.3341
www.calfairs.com

April 6, 2022

The following matters are agreed to as of April 6, 2022 by and between the Thoroughbred Owners of California (TOC), the California Thoroughbred Trainers (CTT)and the California Authority of Racing Fairs (CARF) regarding Race Day furosemide Administration for the 2022 California Authority of Racing Fairs (CARF):

Term. This Agreement shall have a term of June 17, 2022 and continue through October 16, 2022.

2. CARF Furosemide Protocol. Exhibit A.

3. Medication Administration Protocol. Exhibit B.

4. Race Day Furosemide Administration by CARF veterinarians. Exhibit C.

5. Protocol Prior to Medication Administration. Exhibit D.

6. Program Staffing and Costs. Exhibit E.

Agreed and Accepted:

Thoroughbred Owners of California

By:

Name: Mary Forney

Title: Executive Director

California Thoroughbred Trainers

By:

Name: Alan F. Balch

Title: Executive Director

The California Authority of Racing Fairs

By:

Name: Larry A. Swartzlander

Title: Executive Director

E hibit A

CA F ember Fairs Furosemide rotocol

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

Race day furosemide shall only be administered by the furosemide veterinarian or furosemide technician. Any horse which receives race day furosemide from any person other than the furosemide veterinarian or furosemide technician shall be scratched from the race

2 All horses that wish to be administered race day furosemide must be registered on the CHRB authorized bleeder medication list even if they have raced in other jurisdictions on race day furosemide

3 The Stewards shall scratch a horse if they are unable to determine that a horse on the authorized bleeder medication list has been administered furosemide prior to a race, or that furosemide was administered to a horse less than four hours prior to the post time of a race that horse is entered to run

4 Furosemide is the only authorized race day medication at a single IV dose between 150 mg-250 mg (3 cc to 5 cc). A horse registered to be administered furosemide shall receive 250 mg of furosemide intravenously unless an alternative dose of not less than 150 mg and not more than 25 mg has been determined after consultation between the trainer, owner, or owner's veterinarian, and the furosemide veterinarian

5 A horse registered on the official authorized bleeder medication list must remain on the list unless the trainer or owner's veterinarian requests the horse be removed The request must be made using the applicable CHRB form, and which must be submitted to the official veterinarian and approved prior to the time of entry. A horse removed from the authorized bleeder medication list may not be placed back on the list for a period of 6 calendar days unless the official veterinarian determines it is medically necessary for the horse. If a horse is removed from the authorized bleeder medication list a second time in a 365-day period, the horse may not be placed back on the list for a period of 90 calendar days

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

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

8. As it relates to all horses that are entered to race on any given day and that are either stabled at a CARF Member Fair or have arrived at CARF Member Fair on race day, the trainer shall post the applicable CHRB detention stall sign on the horse's stall no later than eight (8) hours prior to the post time of the race for which the horse is entered or, for a horse arriving from off grounds of the racetrack, when the horse is placed in a pre-race security stall. Notwithstanding the generality of the foregoing, if CARF personnel announce an earlier time for posting the CHRB detention stall sign for any particular race day, all trainers shall be required to post the applicable CHRB detention stall sign at such earlier time

9. As it relates to all horses that are entered to race on any given day and that are not stabled at a CARF Member Fair or have not arrived at a CARF Member Fair eight (8) hours prior to the post time of the race for which the horse is entered, the trainer shall post the applicable CHRB detention stall sign on the horse's stall at the off site stabling facility no later than eight (8) hours prior to the post time of the race for which the horse is entered and at the stall at the appropriate CARF Member Fair that the horse will occupy when the horse is placed in the pre-race security stall. Notwithstanding the generality of the foregoing, if CARF Member Fairs personnel announce an earlier time for posting the CHRB detention stall sign for any particular race day, all trainers shall be required to post the applicable CHRB detention stall sign at such earlier time. All horses that are stabled at an off site stabling facility must arrive at CARF Member Fairs no later than two (2) hours prior to post time of the first (1st) race of the day.

Regardless of the time of arrival at a CARF Member Fair, if the horse is not stabled at a CARF Member Fair, CARF Member Fairs security officers which are assigned to the gate(s) through which horses arrive from other locations shall maintain a log depicting the horse's name, time of arrival, scheduled race number and post time In the event that a horse arrives less than two (2) hours prior to the post time of the first (1st) race of the day, the security officer shall notify the Stewards and racing secretary of the late arrival.

No furosemide will be administered to any two-year olds.

2 No furosemide will be administered to any entrant in a stakes race.

E hibit B

Medication Administration Protocol

Furosemide Veterinarians highlight their assigned horses on treatment sheet.

2. The furosemide coordinator, furosemide veterinarians, and furosemide technicians shall review treatment assignments by performing a roll call of each horse in each race to verity that:

a All furosemide eligible horses are assigned to a veterinarian or technician

b Only one furosemide veterinarian or technician is assigned to each horse

c. Furosemide ineligible horses are not assigned for furosemide treatment

d Scratches, medication status changes, and stall assignments changes are accurately recorded by all.

3. Furosemide shall be administered only after: a) the trainer, owner, or the owner's veterinarian has consulted with the furosemide veterinarian regarding the condition of the horse, and b) the furosemide veterinarian has examined the horse sufficiently to establish a veterinary- client-patient relationship in accordance with 6 CCR 2032.

4. Furosemide administration shall be performed in the horses' stalls between 4 ½ to 4 hours prior to the published post time for the race in which the horse is entered. Veterinarians or technicians are not to administer furosemide after the 4- hour deadline unless authorized by the Stewards.

5. If a horse is not in its assigned barn/stall when treatment is attempted, the veterinarian, or technician, is to promptly notify the furosemide coordinator who shall contact the Stewards (to have them determine the location of the horse) and then advise the veterinarian, or technician, of the horses' status location.

6. If no attendant is present, the horse will not be treated. The veterinarian, or technician, will radio the furosemide coordinator who shall notify the Stewards and request instruction

7. Administration of the medicine

a The furosemide veterinarian, or technician, shall:

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

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

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

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

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

i. Catch and hold the horse

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

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

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

c A horse registered to be administered furosemide shall receive 250 mg of furosemide intravenously unless an alternative dose of not less than 5 0 mg and not more than 250 mg has been determined after consultation between the trainer, owner, or owner's veterinarian, and the furosemide veterinarian.

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

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

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

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

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

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

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

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

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

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

i. Time of administration.

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

iii. Furosemide dose.

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

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

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

i. Name of horse

ii. Name of trainer

iii. Date and time of furosemide administration.

f. The sealed and signed evidence/ biohazard tamper proof bag containing the syringe will be delivered to CHRB.

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

E hibit C

Race Day Furosemide Administration by CA F ember Fairs Furosemide Veterinarians

Each racing day veterinarians responsible for medication administration shall perform an inventory of their kit and restock as necessary. The kit shall contain:

Salix

2 Epinephrine

3. 5/6cc syringes with 20G X 1 ½" needles

4. 1 0 2cc syringes with 20G X 1 ½" need les

5. 190 X I ½" silicone-free needles

6 Sharpie pens (fine point)

7 Highlighters

8 Small flashlight or penlight

9 Biohazard Evidence bag

Colored tags & tape

Form CHRB- 36 Bleeder Treatments Report (See appendix XX)

2 Disposable exam gloves

E hibit D

Protocol rior to edication Administration

Furosemide Coordinator Duties:

Retrieve list of horse in-today on official CHRB authorized bleeder medication list from the CHRB Official Veterinarian's secretary

2. Obtain official scratch information from Stewards and any last-minute change to CHRB authorized bleeder medication eligibility changes from the official veterinarian or the Official Veterinarian's secretary.

3. Complete CHRB 36 (see Appendix XX for BC Example) for each horse in-today on the CHRB authorized bleeder medication list

4. Assign treatments to Furosemide veterinarians or RVT's (initials or A, B, C, or D) for each race

5. Download the Horse Identification Program PDF file from Incompass website as follows:

a http://rto.incompasssolutions.com.

b Click on Incompass login.

c Select track (PLN, SAC, HUM, FNO) and ongoing meet dates interval

d Select Menu/ Program Reports/ Horse Identification.

e Enter race date via calendar icon.

f. Verify all Print boxes contain checks.

g. Click “View/ Print"

h Print report, single sided, letter sized (8 5X11") paper

6. Annotate the Master Horse Identification Program by:

a Writing the post time for each race to the LEFT of center on each page.

b Writing the treatment interval for each race (4½ to 4 hours prior to post time) to the RIGHT of center on each page

c For races spanning more than one page, prominently writing FLIP OVER on the BOTTOM RIGHT of the first page for that race

d. Crossing out scratched horses

e. Logging Barn (and Stall number if known) in the left margin by each horses' name This information is obtained from the Barn list and daily Receiving Barn assignment maintained by the Racing Secretary Stall Person / Receiving Barn Manager.

f. Recording Salix eligibility changes.

g. Writing NO SALIX over the names of horse not designated to race on Salix. Horses eligible to receive Salix will have an (L) notation to the right of their name.

Exhibit E

taffing equirements for CARF Member Fair Lasix rogram

CARF Member Fairs will provide staffing for the administration of furosemide asfollows:

a One furosemide coordinator
b One furosemide technician per veterinarian administering Lasix
c One to Two Pre-Approved Veterinarians
    i Dependent on race day entries

2 The Fitness Veterinarian will provide Lasix administration services with the aid of atechnician for any race card that has 49 or less horses requiring Lasix.

a If a race card has more than 50 horses requiring the administration of Lasix, asecond pre-approved Lasix Veterinarian will be hired to assist with the administration of Lasix

D. 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 meeting, except as follows (if no exceptions, so state): No exceptions.

E. Absent natural disasters or causes beyond the control of the fair, its service contractors, concessionaires, or horsemen participating at the meeting, no reasons are believed to exist that may result in a stoppage to racing at the meeting or the withholding of any vital service to the fair, except as follows (if no exceptions, so state): No exceptions.

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

23. 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 fair to attest to this application on its behalf.

Signature

Larry Swartzlander	Director of Racing	8/26/22
Print Name	Print Title	Date

Agenda Item 8

STAFF ANALYSIS

DISCUSSION AND ACTION BY THE BOARD ON THE APPROVAL FOR THE DISTRIBUTION FROM ADW MARKET ACCESS FEES FOR WAGERS PLACED BY CALIFORNIA RESIDENTS ON ALL LIVE AND IMPORTED RACES HOSTED BY THE BIG FRESNO FAIR AT FRESNO FOR THE PERIOD OCTOBER 5, 2022, THROUGH OCTOBER 18, 2022, TO BE UTILIZED TO FUND A CALIFORNIA CO-OP MARKETING PROGRAM AS PERMITTED UNDER BUSINESS & PROFESSIONS CODE SECTION 19604(f)(5)(E).

Regular Board Meeting
September 15, 2022

ISSUE:

The Thoroughbred Owners of California (TOC) and the California Authority of Racing Fairs (CARF) are seeking an approval of an agreement under Business and Professions Code (BPC) section 19604(f)(5)(E) for the period October 5, 2022 through October 18, 2022, which will continue the previously modified market access fee distributions for advance deposit wagering (ADW) wagers placed in the applicable zone on races hosted by the signatory host track. The Co-op Marketing Agreement allows the TOC and the track to continue programs that were previously supported by the California Marketing Committee (CMC). CMC is no longer operating as BPC section 19605.73 allowing its existence has expired.

ANALYSIS:

The TOC and CARF wish to continue certain CMC programs following the January 1, 2019 sunset of BPC section 19605.73, which authorized the CMC and its programs. The continuing programs include:

- Stakes Recruitment,
- Ship & Win,
- Significant Player Rebates,
- Calracing.com and Calracingcares.com Websites, and a
- TOC Administrative Fee

The cost of these programs will be shared between the TOC and the signatory parties on the Co-op Marketing Agreement.

The share of costs attributed to each of the tracks is based upon a percentage of handle in the applicable California zones that would otherwise be payable as thoroughbred purses and track commissions.

BACKGROUND:

BPC section 19604(f)(5)(E) provides that notwithstanding any provision of this section to the contrary, the distribution of market access fees pursuant to this subparagraph may be altered upon the approval of the Board, in accordance with an agreement signed by all parties whose distributions would be affected.

RECOMMENDATION:

This item is presented for Board discussion and action. Staff recommends the Board hear from the Co-op Marketing Agreement representatives.

TOC
Thoroughbred Owners of California
Serving the California Thoroughbred Racehorse Owner

September 1, 2022

Executive Director
CARF
1776 Tribute Road, Suite 205
Sacramento, Ca 95815

RE: 2022 California Authority of Racing Fairs ADW Approvals

Dear Larry,

This is to confirm that the Thoroughbred Owners of California (TOC) authorizes and agrees that during the California Authority of Racing Fairs (CARF) 2022 Big Fresno Fair Race meet, commencing October 5, 2022 and continuing through October 18, 2022 to implement a takeout of 1.5% of handle for thoroughbred starter fees paid to the owners to be used to offset vanning costs and approves the distribution of market fees may be altered in accordance with Business and Professions Code (BPC) section 19604(f)(5)(E) with the approval of the CHRB board.

Please feel free to contact me if you have any questions.

Sincerely,

Jordyn Egan

Jordyn Egan
Executive Director

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

CHAIRMAN: GARY FENTON
EXECUTIVE DIRECTOR: JORDYN EGAN
NORTHERN CA DIRECTOR OF OPERATIONS: WAYNE ATWELL
SOUTHERN CA DIRECTOR OF OPERATIONS: ELSA PERON

STAFF ANALYSIS

DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE PACIFIC RACING ASSOCIATION AT GOLDEN GATE FIELDS, COMMENCING OCTOBER 19, 2022, AND CONTINUING THROUGH DECEMBER 20, 2022

Regular Board Meeting
September 15, 2022

Application: Pacific Racing Association at Golden Gate Fields

Breeds: Thoroughbred

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

October 2022						
Sun	**Mon**	**Tue**	**Wed**	**Thu**	**Fri**	**Sat**
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	**21**	**22**
23	24	25	26	27	**28**	**29**
30	31					

November 2022						
Sun	**Mon**	**Tue**	**Wed**	**Thu**	**Fri**	**Sat**
		1	2	3	**4**	**5**
6	7	8	9	10	**11**	**12**
13	14	15	16	17	**18**	**19**
20	21	22	23	**24**	**25**	**26**
27	28	29	30			

December 2022						
Sun	**Mon**	**Tue**	**Wed**	**Thu**	**Fri**	**Sat**
				1	**2**	**3**
4	5	6	7	8	**9**	**10**
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Required Information	Status	Comments	CHRB Rule/Law
Off-Site Auxiliary Stabling	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Auxiliary stabling not utilized.	Rule 1420(q)
Stabling and Vanning Agreement	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Not required as auxiliary stabling not utilized.	BPC 19607.1

Fire Clearance	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Albany and Berkeley fire clearances valid through 1/10/23; request for exemption from 45-day provision of Rule 1927 received on 7/21/22.	Rule 1927
Backstretch Inspection	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Completed 08/13/22; Report received 8/15/22.	Rule 2102
Track Safety Inspection	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Completed 09/01/22; Report received 09/03/22.	Rule 1471(g)
Inclement Weather Plan	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Consistent with CHRB guidelines – received letter of adoption on 7/21/22.	Rule 1432
Workers' Compensation Insurance	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Liberty Mutual — valid 6/30/22–6/30/23.	Rule 1501
Horsemen's Race Meet Agreements	☐ Accepted ☐ Follow Up Required ☒ Outstanding	**Thoroughbred Owners of California** – Received 09/01/22. **California Thoroughbred Trainers Association** – Outstanding. Addressed in missing items letter.	Rule 2044
Wagering Information	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 180–183, 186, 189– 193	BPC 19599
Emergency and Security	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 202–220	BPC 19481.3
Veterinary Services	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 186–189	Rule 1481 Rule 1840 Rule 1841
ADW Providers and Horsemen's Approvals	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 193–195	BPC 19604 19604(b)(1)(C)

Administrative Review	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Secretary of State Filing Current Financial Statements Reviewed Statistics Report Reviewed Active Licenses Verified Deposit Received Required Signatures Obtained 1581 Agreement Reviewed	Rule 1439 Rule 1470 Rule 2046 Rule 1481 BPC 19490 Rule 1433 Rule 1437 Rule 1581

RECOMMENDATION: Staff recommends approval after (1) outstanding item is addressed: horsemen's race meet agreements. The application as submitted satisfactorily meets all other requirements for licensure.

GOLDEN GATE FIELDS

August 17, 2022

Mr. Rick Pimentel
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

Dear Mr. Pimentel,

As of today, the following is still outstanding, with respect to Pacific Racing Association's ("PRA") 2022 Fall Race Meet Application:

1. TOC Agreement – PRA is working with the TOC on an agreement. PRA does not currently anticipate any issues. It is expected that the agreement with TOC will be finalized prior to the September Board meeting. PRA will inform CHRB staff in the event any unforeseen issues are encountered.

2. We do not have an anticipated date on when, or even if, an agreement with the CTT will be reached.

Please let me know if you have any questions.

Sincerely,

Eric Sindler

Eric Sindler

DocuSign Envelope ID: 09C42028-5CC1-44B6-BFD2-2049258DE12E

GOLDEN GATE FIELDS

August 18, 2022

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

Re: Jockey Concussion Protocols

Dear Mr. Chaney,

Please accept this letter as confirmation that Pacific Racing Association will operate its race meet in accordance with the jockey concussion protocols posted on the California Horse Racing Board's website.

Sincerely,

DocuSigned by:
BD96B155F7C1457...

David Duggan

DocuSign Envelope ID: F6F919F3-6DA4-4F53-85E3-3D8C39270C9C

GOLDEN GATE FIELDS

July 15, 2022

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

Re: Inclement Weather Policy

Dear Mr. Chaney,

Please accept this letter as confirmation that Pacific Racing Association will operate its race meet in accordance with the inclement weather policy posted on the California Horse Racing Board's website.

Sincerely,

DocuSigned by:
BD96B155F7C1457...
David Duggan

STATE OF CALIFORNIA
CALIFORNIA HORSE RACING BOARD
APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING
CHRB-17 (Rev 7/21)

Application is hereby made to the California Horse Racing Board (CHRB) for a license to conduct a horse racing meeting in accordance with the California Business and Professions Code, Chapter 4, Division 8, Horse Racing Law, and the California Code of Regulations, Title 4, Division 4, CHRB Rules and Regulations.

1. APPLICANT ASSOCIATION

A. Name, mailing address, telephone, fax numbers, and the email address for association's contact person:
Pacific Racing Association
1100 Eastshore Highway
Berkeley, Ca 94710
Phone (510) 559- 7300 Fax (510) 527-5622
david.duggan@goldengatefields.com

B. Breed of horse: Thoroughbred ☒ Quarter Horse ☐ Harness ☐

C. Racetrack name: Golden Gate Fields

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

E. Was the association licensed to operate a race meeting prior to January 1, 2001?
Yes ☒ No ☐
If no, attach a surety bond in the amount of one hundred thousand dollars.

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

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

2. DATES OF RACE MEETING

A. Inclusive dates allocated for the entire meeting: October 19, 2022 - December 20, 2022

B. Actual dates racing will be held: October 21-23; 28-30, Novermber 4-6; 11-13; 18-20; 24-27, December 2-4 and 9-11

C. Total number of days or nights of racing: 25

D. Days or nights of the week races will be held:
Wednesday – Sunday ☐ Tuesday – Saturday ☐ Other (specify) ☒

CHRB CERTIFICATION

Application received:	**Hearing date:**
Deposit received:	**Approved date:**
Reviewed:	**License number:**

E. Number of days or nights of racing per week: 3 days per week Friday through Sunday.
Racing on Thursday, November 24th

3. RACING PROGRAM

A. Total number of races: 207-273

B. Number of races for each day or night: 7-9 on weekdays; 9-12 races on Weekends/Holiday

C. Total number of stakes races: 9

D. Attach a listing of all stakes races and indicate the date to be run and the added money or guaranteed purse for each. Note the races that are designated for California-bred horses.

1. Attach a listing of all stakes races for the past two race meetings. The information provided must be for the same timeframe in which the association is applying. Include the date the stakes races were run, and the added money or guaranteed purse for each. Note the races that were designated for California-bred horses.

2. Identify the stakes races listed under item D. that have been altered, added, or are new for the current race meeting. Provide details regarding any alterations to the identified stakes races (e.g., changes in the age, sex, eligibility, purse, or substantial calendar changes). None

3. Identify the stakes races listed under item D.1. that have been dropped or deleted and the reasons the stakes were dropped or deleted. None

E. Will provisions be made for owners and trainers to use their own registered colors?
Yes ☒ No ☐
If no, which racing colors are to be used?

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

Race Number/Post Time Daily
1st 12:45 p.m. 2nd 1:15 p.m. 3rd 1:45 p.m. 4th 2:15 p.m. 5th 2:45 p.m. 6th 3:15 p.m. 7th 3:45 p.m. 8th 4:15 p.m. 9th 4:45 p.m. 10th when applicable 5:15 p.m. 11th when applicable 5:45 p.m. 12th when applicable 6:15 p.m.

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

4. RACING ASSOCIATION

A. Association is a: ☒ Corporation (complete subsection C)
☐ LLC (complete subsection D)
☐ Other (specify, and complete subsection E)

B. Complete the applicable subsection and attached Addendum, Background Information and Ownership.

GGF STAKES FALL 2022-2021-2020

PRA/GGF FALL 2022
October 21 - December 11, 2022
STAKES SCHEDULE

PIKE PLACE DANCER
$75,000 Guaranteed
(Includes $25,000 CBRF supplement)
Fillies 2 yo- 1 Mile (Turf)
Saturday, October 29, 2022

JOSEPH T. GRACE
Overnight Stakes
$50,000 Added (plus up to $15,000 to Cal-Breds)
3 yo & up - 1 1/16 Miles (Turf)
Saturday, November 05, 2022

GOLDEN NUGGET
Overnight Stakes
$50,000 Added (plus up to $15,000 to Cal-Breds)
2 yo - 6 Furlongs
Saturday, November 12, 2022

OAKLAND
Overnight Stakes
$50,000 Added (plus up to $15,000 to Cal-Breds)
3 yo & up - 6 Furlongs
Saturday, November 19, 2022

GOLDEN GATE DEBUTANTE
Overnight Stakes
$50,000 Added (plus up to $15,000 to Cal-Breds)
Fillies 2 yo - 6 Furlongs
Friday, November 25, 2022

BERKELEY HANDICAP - GIII
$100,000 Guaranteed
3 yo & up - 1 1/16 Miles
Saturday, November 26, 2022

GOLD RUSH
$75,000 Guaranteed
2 yo - 1 Mile
Saturday, December 03, 2022

BEAR FAN
$75,000 Guaranteed
(Includes $25,000 CBRF supplement)
Fillies & Mares 3 yo & up (Cal-Breds) - 6 Furlongs
Saturday, December 10, 2022

MISS AMERICA
Overnight Stakes
$50,000 Added (Plus $15,000 to Cal-Breds)
Fillies & Mares 3 yo & up - 1 1/16 Miles (Turf)
Sunday, December 11, 2022

PRA/GGF FALL 2021
October 21 - December 12, 2021
STAKES SCHEDULE

PIKE PLACE DANCER
$75,000 Guaranteed
(Includes $25,000 CBRF supplement)
Fillies 2 yo- 1 Mile (Turf)
Saturday, October 30, 2021

JOSEPH T. GRACE
Overnight Stakes
$50,000 Added (plus up to $15,000 to Cal-Breds)
3 yo & up - 1 1/16 Miles (Turf)
Saturday, November 06, 2021

GOLDEN NUGGET
Overnight Stakes
$50,000 Added (plus up to $15,000 to Cal-Breds)
2 yo - 6 Furlongs
Saturday, November 13, 2021

OAKLAND
Overnight Stakes
$50,000 Added (plus up to $15,000 to Cal-Breds)
3 yo & up - 6 Furlongs
Saturday, November 20, 2021

GOLDEN GATE DEBUTANTE
Overnight Stakes
$50,000 Added (plus up to $15,000 to Cal-Breds)
Fillies 2 yo - 6 Furlongs
Friday, November 26, 2021

BERKELEY HANDICAP - GIII
$100,000 Guaranteed
3 yo & up - 1 1/16 Miles
Saturday, November 27, 2021

GOLD RUSH
$75,000 Guaranteed
2 yo - 1 Mile
Saturday, December 04, 2021

BEAR FAN
$75,000 Guaranteed
(Includes $25,000 CBRF supplement)
Fillies & Mares 3 yo & up (Cal-Breds) - 6 Furlongs
Saturday, December 11, 2021

MISS AMERICA
Overnight Stakes
$50,000 Added (Plus $15,000 to Cal-Breds)
Fillies & Mares 3 yo & up - 1 1/16 Miles (Turf)
Sunday, December 12, 2021

PRA/GGF FALL 2020
October 22 - December 13, 2020
STAKES SCHEDULE

PIKE PLACE DANCER
$75,000 Guaranteed
(Includes $25,000 CMC supplement)
Fillies 2 yo- 1 Mile (Turf)
Saturday, October 31, 2020

JOSEPH T. GRACE
Overnight Stakes
$50,000 Added (plus up to $15,000 to Cal-Breds)
3 yo & up - 1 1/16 Miles (Turf)
Saturday, November 07, 2020

GOLDEN NUGGET (cancelled due to COVID)
Overnight Stakes
$50,000 Added (plus up to $15,000 to Cal-Breds)
2 yo - 6 Furlongs
Saturday, November 14, 2020

OAKLAND (cancelled due to COVID)
Overnight Stakes
$50,000 Added (plus up to $15,000 to Cal-Breds)
3 yo & up - 6 Furlongs
Saturday, November 21, 2020

GOLDEN GATE DEBUTANTE (cancelled due to COVID)
Overnight Stakes
$50,000 Added (plus up to $15,000 to Cal-Breds)
Fillies 2 yo - 6 Furlongs
Friday, November 27, 2020

BERKELEY HANDICAP - GIII (cancelled due to COVID)
$100,000 Guaranteed
3 yo & up - 1 1/16 Miles
Saturday, November 28, 2020

GOLD RUSH (cancelled due to COVID)
$75,000 Guaranteed
2 yo - 1 Mile
Saturday, December 05, 2020

BEAR FAN (cancelled due to COVID)
$75,000 Guaranteed
(Includes $25,000 CBRF supplement)
Fillies & Mares 3 yo & up (Cal-Breds) - 6 Furlongs
Saturday, December 12, 2020

MISS AMERICA (cancelled due to COVID
Overnight Stakes
$50,000 Added (Plus $15,000 to Cal-Breds)
Fillies & Mares 3 yo & up - 1 1/16 Miles (Turf)
Sunday, December 13, 2020

C. CORPORATION

1. Registered name of the corporation: Pacific Racing Association
2. State where incorporated: California
3. Registry or file number for the corporation: 480316
4. Names of all officers and directors, titles, and the number of shares of the corporation held by each: Craig Fravel, President (Officer), 0 Shares
   Mike Rogers, Vice President, Operations (Officer/Director), 0 Shares
   Rebecca Neimark, CFO (Officer), 0 Shares
   David Duggan, Vice President & General Manager (Officer), 0 Shares
   Scott Daruty, Senior Vice-President (Officer), 0 Shares
   Greg Harnish, Secretary (Officer/Director), 0 Shares
   Eric Sindler, Assistant Secretary (Officer), 0 Shares
5. Names (true names) of all persons, other than the officers and directors listed above, that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each: TSG Developments Investments Inc., 100 Shares
6. Number of outstanding shares in the corporation: 100 Shares
7. Are the shares listed for public trading? Yes ☐ No ☒
   If yes, on which exchange and how is the stock listed?
8. Name of the custodian of the list of shareholders and/or the transfer agent for the share holdings of the corporation: Share Register Is with Laura Proniuk In Corporate Office (Canada); Email: Laura.Proniuk@stronachgroup.com
9. If more than 50% of the shares are held by a parent corporation or are paired with any other corporation or entity, give the name of the parent and/or paired corporation or entity.
   TSG Development Investments Inc.
   a. Is parent and/or paired corporation or entity a publicly traded or privately held company that guarantees the obligation of the applicant? Yes ☐ No☒
      If no, proceed to section F. If yes, answer questions 10 through 17, below.
10. Registered name of the corporation:
11. State where incorporated:
12. Registry or file number for the corporation:
13. Names of all officers and directors, titles, and the number of shares of the corporation held by each:
14. Names (true names) of all persons, other than the officers and directors listed above, that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each: On file with the board
15. Number of outstanding shares in the corporation:
16. Are the shares listed for public trading? Yes ☐ No ☒
    If yes, on which exchange and how is the stock listed?
17. Name of the custodian of the list of shareholders and/or the transfer agent for the share holdings of the corporation:

D. LLC

1. Registered name of the LLC: Not applicable
2. State where articles of organization are filed: Not applicable
3. Registry or file number for the LLC: Not applicable
4. Attach a list of the names of all members (including individuals (true names), corporations, other LLCs, and foreign entities), titles, and the number of shares of the LLC held by each.

5. Are the shares listed for public trading? Yes ☐ No ☒
   If yes, on which exchange and how the stock is listed?
6. If more than 50% of the shares are held by a parent corporation or are paired with any other corporation or entity, give the name of the parent and/or paired corporation or entity. Not applicable
   a. Is parent and/or paired entity either a publicly traded or privately held company that guarantees the obligation of the applicant? Yes ☐ No ☒
      If no, proceed to section F. If yes, answer questions 7 through 12, below.
7. Registered name of the LLC/Corporation:
8. State where articles of organization are filed:
9. Registry or file number for the LLC:
10. Attach a list of the names (true names) of all members (members may include individuals, corporations, other LLCs, and foreign entities), titles, and the number of shares of the LLC held by each.
11. Are the shares listed for public trading? Yes ☐ No ☐
12. If yes, on what exchange and how the stock is listed:

E. OTHER

1. Name(s) of partners/sole proprietor: Not applicable
2. If a partnership, attach partnership agreement.

F. FINANCIAL INFORMATION *

1. Attach the most recent audited annual financial statement or financial report for the applicant. The financial statement or financial report shall include all relevant financial information specific to the applicant, including the following:

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

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

G. MANAGEMENT AND STAFF

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

Craig Fravel, President
Scott Daruty, Senior Vice President
Mike Rogers, Vice President, Operations
Greg Harnish, Assistant Secretary
Rebecca Neimark, Chief Financial Officer
David Duggan, Vice President & General Manager
Eric Sindler, Assistant Secretary & General Counsel, California Racing Operations
William Rizzuto, Assistant General Manager
Cynthia Seidl, Senior Manager of Administration
Doug Gooby, Mutuel Manager
Matt Dinerman, Announcer
Juan Meza, Track Superintendent
Steve Martinelli, Racing Secretary
William Vassar, Track Photographer
David Seftel, M.D., Track Physician

2. Name and title of the person(s) authorized to receive notices on behalf of the association and the mailing and email address of such person(s):
David Duggan
Vice President and General Manager
1100 Eastshore Hwy
Berkeley, CA 94710
david.duggan@goldengatefields.com

5. TAKE OUT PERCENTAGE

A. If this is a Thoroughbred race meeting, will the percentage deducted for any type of wager be adjusted pursuant to Business and Professions Code section 19601.01?
Yes ☒ No ☐
If no, proceed to subsection 6. If yes, identify the wager and the proposed takeout percentage.
Wager(s) to be adjusted: Pick 5, Daily Double
Proposed percentage: 14%, 20 %
1. Attach copy of written notice requesting the proposed takeout adjustment, the proposed percentage, and the wager(s) affected. The notice must include the written agreement of the Thoroughbred association and the horsemen's organization for the meeting of the Thoroughbred association accepting the wager.

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

6. HANDLE HISTORY

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

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July 18, 2022

Scott Chaney
Executive Director
California Horse Racing Board
1010 Hurley Way, Suite 200
Sacramento, CA 95825

Dear Scott:

Pursuant to California Business and Professions Code section 19601.01, Pacific Racing Association (PRA), in consultation with the Thoroughbred Owners of California (TOC), is hereby requesting takeout as set forth below to be offered during the PRA fall race meet, October 19th through December 20, 2022 all inclusive.

- **Pick 5** – a $.50 minimum wager on the first five (5) races on each day's card subject to a **takeout rate of 14%**.
- **Rolling Daily Double** - $2.00 minimum wager offered every race on each day's card subject to a **takeout rate of 20%.**

For reference, the Pick 5 and Rolling Daily Doubles are noted on PRA's license application in Section 5A.

Please feel free to contact me with any questions or concerns.

Sincerely,

DocuSigned by:
David Duggan
BD96B155F7C1457...

David Duggan
Vice President & General Manager

July 25, 2022

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

RE: Golden Gate Fields 2022 Fall Race Meet – layers Pick 5

Dear Scott,

Golden Gate Fields has contacted the Thoroughbred Owners of California (TOC) regarding the conducting of the "Players Pick-5" on the first five (5) races of the day subject to a 14% takeout during its Fall meet from October 19, 2022 – December 20, 2022. The TOC agrees to such a wager based upon the same terms and conditions as it was offered at Golden Gate Fields' previous meet.

Please feel free to contact me with any questions.

Sincerely,

Jordyn Egan

Jordyn B. Egan
Executive Director

cc: Eric Sindler
Cynthia Seidl

285 W. H NTINGTON D ., A CADIA , CA 91007 626) 574-6620
C AIRMAN : GARY FENTON
EXECUTIVE D RECTOR: JORDYN EGAN
ORCAL D RECTOR OF PERATIONS: WAYNE ATWELL
OCAL D RECTOR OF PERATIONS &M EMBER ERVICES: E SA ERON

July 25, 2022

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

RE: Golden Gate Fields 2022 Fall Race Meet – Rolling Doubles

Dear Scott,

Golden Gate Fields has contacted the Thoroughbred Owners of California ("TOC") regarding the conducting of "Rolling Doubles" wagers, subject to a 20% takeout, on each racing day of its Fall meet from October 19, 2022 – December 20, 2022. The TOC agrees to such a wager based upon the same terms and conditions as it was offered at Golden Gate Fields' previous meet.

Please feel free to contact me with any questions.

Sincerely,

Jordyn Egan

Jordyn B. Egan
Executive Director

cc: Eric Sindler
Cynthia Seidl

285 W. H NTINGTON D ., A CADIA , CA 91007 626) 574-6620
C AIRMAN : GARY FENTON
EXECUTIVE D RECTOR: JORDYN EGAN
ORCAL D RECTOR OF PERATIONS: WAYNE ATWELL
OCAL D RECTOR OF PERATIONS &M EMBER ERVICES: E SA ERON

Year	Handle	Attendance
2021 (10/20/21-12/21/21)	$ 5,741,182.64	13,740 (24 live race days)
2020 (10/21-12/22/20))	$ 1,929.00	No Fans (13live race days)
2019 (10/16 – 12/17/19)	$ 9,339,848.46	41,209 (36 live race days)
2018 (10/17 – 12/18/18))	$ 10,686,120.31	45,987 (30 live race days)
2017 (10/18 – 12/19/17)	$ 11,396,960.70	50,548 (32 live race days)

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

A. Purse distribution:

1. All races other than stakes:
   Current meet estimate: $4,339,701
   Prior meet actual: $4,084,424

   Average Daily Purse (7A1 ÷ number of days):
   Current meet estimate: $173,588
   Prior meet actual: $170,184

2. Overnight stakes:
   Current meet estimate: $250,000
   Prior meet actual: $250,000

   Average Daily Purse (7A2 ÷ number of days):
   Current meet estimate: $10,000
   Prior meet actual: $10,417

3. Non-overnight stakes:
   Current meet estimate: $325,000 (does not include $25,000 cmc/cbrf supplement)
   Prior meet actual: $263,250

   Average Daily Purse (7A3 ÷ number of days):
   Current meet estimate: $13,000
   Prior meet actual: $10,969

4. Total Purses: (7A1 + 7A2 + 7A3)
   Current meet estimate: $4,914,701
   Prior meet actual: $4,597,674

B. California-bred Stakes Races:

1. Percentage of the purse distribution for all stakes races that will be distributed for California-bred stakes races:
   Current meet estimate: 23%
   Prior meet actual: 28%

   Average Daily Purse (7B1 ÷ number of days):
   Current meet estimate: .92%
   Prior meet actual: 1.17%

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

Current meet estimate: $614,593
Prior meet actual: $590,010

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

Recognized Horsemen's Organization

Current meet estimate:		Prior meet actual:	
TOC (NTRA)	$3,338	TOC (NTRA contribution)	$ 3,204
TOC	$44,271	TOC	$42,500
CTT (Admin)	$22,135	CTT (Administration)	$ 21,250
CTT (Pension)	$44,271	CTT (Pension)	$42,500
Total:	$114,015	Total:	$109,454

E. Amount from all sources to be distributed in the form of purses or other benefits to horsemen (7A + 7C + 7D):
Current meet estimate: $5,643,309
Prior meet actual: $5,297,138

Average Daily Purse (7E ÷ number of days):
Current meet estimate: $225,732
Prior meet actual: $220,714

F. Purse funds to be generated from on-track handle and intrastate off-track handle (excluding carry-overs from prior race meet(s):
Current meet estimate: $1,500,207
Prior meet actual: $1,398,251

Average Daily Purse (7F ÷ number of days):
Current meet estimate: $60,008
Prior meet actual: $58,260

G. Purse funds to be generated from interstate handle:
Current meet estimate: $3,675,088
Prior meet actual: $3,425,325

Average Daily Purse (7G ÷ number of days):
Current meet estimate: $147,004
Prior meet actual: $142,722

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

I. Name, address, email, and telephone number of the pari-mutuel audit firm engaged for the meeting: Bowen & McBeth, 10722 Arrow Route, Suite 110, Rancho Cucamonga, California 91730, (909) 944-6465; email: craigbmiller@verizon.net

NOTICE TO APPLICANT: All funds generated and retained from on-track pari-mutuel handle that are obligated by law for distribution in the form of purses, breeders' awards, or other benefits to horsemen **shall not** be deemed as income to the association; **shall not** be transferred to a parent corporation outside the State of California; and **shall**, within three (3) calendar days following receipt, be deposited in a segregated and separate liability account in a depository approved by the CHRB and shall be at the disposition of the Paymaster of Purses, who shall pay or distribute such funds to the persons entitled thereto. All funds generated from off-track simulcast wagering, interstate wagering, and out-of-state wagering that are obligated by law for distribution in the form of purses

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

8. STABLE ACCOMMODATIONS

A. Number of usable stalls available for racehorses at the track where the meeting is held: 1,500

B. Minimum number of stalls believed necessary for the meeting: 1,500

C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers: N/A

D. Name and location of each off-site auxiliary stabling area and the number of stalls to be maintained at each site: N/A

E. Attach each contract or agreement between the association and the person(s) furnishing off-site stabling accommodations for eligible racehorses that cannot be provided stabling on-site.

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

F. Total number of usable stalls made available on-site for the **1986** meeting, pursuant to Business and Professions Code section 19535(c): 1,405

G. State estimated cost to provide off-site stalls for this meeting. Show cost per day per stall. N/A

H. State estimated cost to provide vanning from off-site stalls for this meeting. Show fees to be paid for vanning per-horse. N/A

9. EQUINE EMERGENCY SERVICES

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

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

10. PARI-MUTUEL WAGERING PROGRAM

A. Pursuant to Business and Professions Code section 19599, and with the approval of the CHRB, associations may elect to offer wagering programs using CHRB Pari-mutuel Rules, the Association of Racing Commissioners International (ARCI) Uniform Rules of Racing, Chapter 9, Pari-mutuel

PRA /PRA II/GOLDEN GATE FIELDS
EQUINE EMERGENCY SERVICES

Attachment to PRA/Golden Gate Fields License Application
Section 9A (1)

A.

VETERINARIAN	EMERGENCY CONTACT #
Dr. Casille Batten	510-559-7300
Dr. Karen Hassan	510-559-7300
Dr. Ken Allison	510-559-7300
Dr. Kim Kuhlmann	510-559-7300
Dr. Steve Matuszak	510-559-7300
Dr. Jerry Parker	510-559-7300
Dr. Don Smith	510-559-7300
Dr. Ashton Cloninger *	510-559-7300
Dr. Kendall Cannon	510-559-7300

* Race day Lasix veterinarian

1. **GOLDEN GATE FIELDS VETERINARIAN SCHEDULE**

Mondays:	Closed
Tuesdays:	Morning Training - Dr.Karen Hassan
Wednesdays:	Morning Training - Dr. Casille Batten
Thursdays:	Morning Training - Dr. Casille Batten
Fridays:	Morning Training - Dr. Casille Batten
	Live Racing PM - Dr. Karen Hassan
Saturdays:	Morning Training - Dr. Casille Batten
	Live Racing PM -Dr. Casille Batten
Sunday:	Morning Training - Dr. Casille Batten
	Live Racing PM - Dr. Casille Batten

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Exhibit .1.A

Each practice has veterinarians available during training and racing; most of these actually have veterinarians available after training and on call for emergencies.

Drs. Batten and Hassan split duties and are present for monitoring during morning training at a l times the track is open. Drs. Batten and Hassan cover racing – usually one in the chase truck and one in the winners circle.

Wagering, or a combination of both. Please complete the following schedule for the types of wagering other than WPS and the minimum wager amount for each.

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

	TYPE OF WAGERS	**APPLICABLE RULES**
Example Race:	$1 E; $1 Double	CHRB #1959; ARCI #VE
Race #1	See attached for wagering menu, bet minimum, rules, and additional wagering information.	
Race #2		
Race #3		
Race #4		
Race #5		
Race #6		
Race #7		
Race #8		
Race #9		
Race #10		
Race #11		
Race #12		
Race #13		

B. Identify any wagers noted in 10.A. (the current pari-mutuel wagering program) that were not in the prior year's pari-mutuel program or that are not being carried forward from the previous year's pari-mutuel wagering program. N/A

C. Maximum carryover pool to be allowed to accumulate before its distribution **OR** the date(s) designated for distribution of the carryover pool: Mandatory payout on closing day, December 11, 2022 for the period of October 21, 2022 through December 11, 2022. Additionally, we request that the board approve additional mandatory distributions prior to closing day throughout the meet on the condition that the Executive Director is notified at least five (5) days before any such mandatory distribution and such notification includes a justification for the distribution and an explanation of the benefit to be derived.

D. List any options requested with regard to exotic wagering. 2 Tier – 70%30% split

E. Will "advance" or "early bird" wagering be offered? Yes ☐ No ☒
If yes, when will such wagering begin? Specify days and time for "early bird" wagering.

F. Type(s) of pari-mutuel or totalizator equipment to be used by the association and the simulcast organization, name of the person(s) supplying equipment, and expiration date of the service contract: AmTote effective October 26, 2015 with expiration date of October 2020 with option to extend contract to October 2025

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

TAKEOUT PERCENTAGE
(Example) PNP5-14%

Golden Gate Fields Wagering Menu and Information

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

*When applicable

Wager	Rule	Takeout	Minimum Wager Amount and other Information
Parlay	CHRB 1954.1	15.43%	$2 Win, Place, and Show parlay is available on every eligible race. The wager must combine at least two but not more than six races.
Exacta	CHRB 1959	22.68%	$1 Exacta on all eligible races.
Trifecta	CHRB 1979	23.68%	$.50 Trifecta on all eligible races.
Superfecta	CHRB 1979.1	23.68%	$.10 Superfecta on all eligible races.
Daily Double (DD)	CHRB 1957	20.00%	$2 Daily Double.
Pick 3	CHRB 1977	23.68%	$.50 Pick 3.
PNP4 (Pick 4)	CHRB 1976.9	23.68%	$.50 Pick 4 on races 2-5 and last four races; No consolation; 100% payout; Alternate runner provision.
Early PNP5 (Early Pick 5)	CHRB 1976.9	14.00%	$.50 Pick 5 on first five races; 100% payout to all tickets selecting five winners; No consolation; 100% carryover to next day's Early Pick 5 if no ticket has five winners; Alternate runner provision.
Late PNP5 (Late Pick 5)	CHRB 1976.9	23.68%	$.50 Pick 5 on last five races; 100% payout to all tickets selecting five winners; No consolation; 100% carryover to next day's Late Pick 5 if no ticket has five winners; Alternate runner provision.
PNP6 (Pick 6)	ARCI 004-105(G)(2)(g)[1] ; ARCI 004-105(G)(16)(b)(i)[2]	23.68%	$.20 Pick 6 on the last six races each day. If no unique ticket, 70% will be paid to the minor pool and the 30% will be added to the major pool carryover.
Pentafecta (Super High 5)	ARCI 004-105(X)(4)	23.68%	$1 Super High 5 on all races that have 7 or more declared starters; 100% payout on all tickets selecting five winners; No consolation; 100% carryover to next race (including to the next race day, if applicable).

[1] We request that Commission allow patrons to select an alternate wagering interest in any of the Pick (n) contests in the event their selected wagering interest is scratched.

[2] Only if the request made in the letter dated July 20, 2022 is denied.

GOLDEN GATE FIELDS

July 20, 2022

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

Re: Rainbow Pick 6 and Mandatory Payout Day

Scott,

This letter is in regards to Pacific Racing Association's ("PRA") "Application for License to Conduct a Horse Racing Meeting" for the time period of October 19, 2022 through December 20, 2022 (the "Race Meet Application").

As specified in the Race Meet Application, PRA wishes to use ARCI 004-105(G)(2)(g) to govern the payout of our Pick 6.

Definition of Unique

Additionally, pursuant to ARCI 004-105(G)(2)(g), PRA is required to identify which definition under ARCI 004-105(G)(16)(b) PRA will use to identify a unique ticket. PRA requests that a combination of the two definitions to define unique be used. Specifically, PRA wishes "unique" to be defined as:

"1) The total amount wagered on one and only one winning combination selecting the first-place finisher in each of the Pick (n) contests, based up on the official order of finish, is equal to the minimum allowable wager, 2) there is more than one combination selecting the first-place finisher in each of the Pick (n) Contests equal to the minimum allowable wager and all such winning combinations are on one ticket that has a unique serial number assigned by the tote company that issued the ticket and the multiple winning combinations is solely a result of a wagering interest being scratched and replaced with the post time favorite; 3) there is more than one combination selecting the first-place finisher in each of the Pick (n) contests equal to the minimum allowable wager and all such winning combinations are on one ticket that has a unique serial number assigned by the tote company that issued the ticket and the multiple winning combinations is solely a result of a dead heat; 4) there is more than one combination selecting the first-place finisher in each of the Pick (n) contests equal to the minimum allowable wager and all such winning combinations are on one ticket that has a unique serial number assigned by the tote company that issued the ticket and the multiple winning combinations is solely a result of there is a surface change after the Pick 6 pool has closed and as a result the race is a "Win All"; or 5) there is more than one combination selecting the first-place finisher in each of the Pick (n) contests equal to the minimum allowable wager and all such winning combinations are on one ticket that has a unique serial number assigned by the tote company that issued the ticket and the multiple winning combinations is solely a result of some combination of (2), (3), and (4) above."

If our proposed definition of unique is not approved, we will use ARCI 004-105(G)(16)(b)(i) to define "unique."

Each day that there is no unique ticket, 70% will be paid out as the minor share to ticketholders which correctly selected the most first place finishers in the Pick(n) contests and 30% will be carried over to the major share (i.e. unique share).

Late Surface Change

Pursuant to ARCI 004-105(G)(6)-(7), on any day in which there is a surface change after the Pick 6 pool closes, "the net pool shall be distributed as a single price pool to those whose selection finished first in the greatest number of Pick (n) contests for that performance. Such distribution shall include the portion ordinarily retained for the Pick (n) carryover but not the carryover from previous performances."

PRA requests that on any day in which there is a surface change after the Pick 6 pool has closed, with respect to the race(s) with a changed surface, the changed leg(s), i.e. the race(s) that had the surface change, are declared a "Win All," not a "no contest."

PRA also requests that on any day in which there is a surface change after the Pick 6 pool has closed, the following payout distribution method be used: the payout distribution method as provided for in ARCI 004-105(G)(2)(g) if there is a unique ticket and if there is not a unique ticket, the entire day's net pool be paid to ticketholders which correctly selected the most first place finishers in the Pick(n) contests. In other words, PRA is requesting that on any day in which there is a surface change after the Pick 6 pool has closed, the payout will be treated the same way it is on all other days during the license period if there is a unique winning ticket. If there is no unique winning ticket, the day's major share (unique share) will be added to day's minor share. On days in which there is a surface change after the Pick 6 pool has closed, the unique jackpot carryover can be paid out, however, it cannot grow.

If there is a surface change after the Pick 6 pool closes on a mandatory payout date, the day's net pool and any carryover will be divided among the ticket holders that correctly selected the greatest number of first-place finishers.

PRA requests these modifications be approved as part of its license application.

Sincerely,

Eric Sindler

Eric Sindler

Race #1 See attached wagering menu.
Race #2
Race #3
Race #4
Race #5
Race #6
Race #7
Race #8
Race #9
Race #10
Race #11
Race #12
Race #13

11. ADVANCE DEPOSIT WAGERING (ADW)

A. Identify the ADW provider(s) to be used by the association for this race meeting.
Xpressbet
TwinSpires
TVG
NYRABets
BetAmerica

B. Attach a copy of the agreement/contract with each ADW provider to be used for this race meeting.

C. Have the agreements/contracts been approved by the respective horsemen's groups?
Yes ☐ No ☒
If yes, attach a copy of the approval. If no, explain the status of the approval. Will be forwarded to the board upon receipt.

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

12. SIMULCAST WAGERING PROGRAM

A. Simulcast organization engaged by the association to conduct simulcast wagering: N/A

B. Attach the agreement between the association and simulcast organization permitting the organization to use the association's live audiovisual signal for wagering purposes and providing access to its totalizator for the purpose of combining on-track and off-track pari-mutuel pools.

C. California simulcast facilities the association proposes to offer its live audiovisual signal:
Southern California – See Attached
Northern California – Pursuant to agreement with CARF and pursuant to agreement with Sonoma County Fair

D. Out-of-state wagering systems the association proposes to offer its live audiovisual signal:
Attached

July 25, 2022

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

RE: Golden Gate Fields 2022 Fall Race Meeting ADW Approvals

Dear Er c,

Pursuant to the nterstate orseracing Act and applicable California law, the Thoroughbred Owners of California (TOC) agrees to the use of Golden Gate Fields (PRA) race signals under the terms and conditions set forth below.

Pursuant to Section 29, Intrastate Advance Deposit Wagering ("ADW") of the Race Meet Agreement between TOC and PRA, and the Geo-Location Agreement (Exhibit A) between TOC and each ADW provider, PRA shall be permitted to transmit race signal to California-licensed ADW providers TVG, XpressBet, TwinSpires, NYRA, BetAmerica, and Watch and Wager to accept wagers on PRA and other Thoroughbred races during the 2022 Fall race meeting, October 19, 2022 through December 20, 2022, as follows:

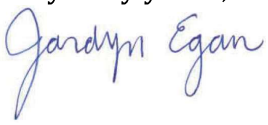
1. **California wagering on PRA races:**
   a. TVG, XpressBet, TwinSpires, and NYRA may deduct a ub Fee of [redacted]% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live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

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

3. **Out-of-state wagering on PRA races:**
   a. TVG, XpressBet, TwinSpires and NYRA shall pay a ost Fee of no less than [redacted]% of gross out-of-state handle wagered by out-of-state account holders, plus a [redacted]% California Purse Fee per SB 1072.
   b. BetAmerica and Watch and Wager shall pay a Host Fee of no less than [redacted]% of takeout (which includes a [redacted]% California purse fee per SB 1072) of gross out-of-state handle wagered by out-of-state account holders.

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

Very truly yours,



Jordyn Egan
Executive Director

cc: Tom Varela, Scott Cheney

Pari-Mutuel Satellite Supervisor Contact List - Day Meets

Southern California Locations:

Location	**Bakersfield-Firehouse** (minisatellite)
Address	7701 White Lane
City	Bakersfield, CA 93307

Location	**Cabazon-Fantasy Springs Casino**
Address	84-245 Indio Springs Drive
City	Indio, CA 92201

Location	**Commerce Casino Racebook** (minisatellite)
Address	6131 East Telegraph Road
City	Commerce, CA 90040

Location	**Fairplex Park**
Address	2201 North White Avenue
City	Pomona, CA 91768

Location	**Hollywood Park**
Address	3383 W. Century Blvd.
City	Inglewood, CA 90303

Location	**Lake Elsinore Hotel & Casino** (minisatellite)
Address	20930 Malaga Road
City	Lake Elsinore, CA 92530

Location	**Lake Perris-Sports Pavillion at The Farmer's Fair**
Address	18700 Lake Perris Drive
City	Perris, CA 92571

Location	**Lancaster-Watch and Wager, Antelope Valley Fair**
Address	2551 West Avenue - H
City	Lancaster, CA 93536

Location	**Los Alamitos**
Address	4961 Katella Avenue
City	Los Alamitos, CA 90720

Location	**National Orange Show-Sports Show**
Address	930 South Arrowhead Avenue
City	San Bernardino, CA 92408

Location	**OC Tavern Sports Bar and Grill** (minisatellite)
Address	2369 S. El Camino Real
City	San Clemente, CA 92672

Location	**Sammy's Original** (minisatellite)
Address	23221 Lake Center Drive
City	Lake Forest, CA 92630

Location	**Santa Anita**
Address	285 W. Huntington Drive
City	Arcadia, CA 91007

Location	**Santa Clarita** (minisatellite)
Address	21615 W. Soledad Canyon Road
City	Saugus, CA 91350

Location	**Surfside Race Place at Del Mar**
Address	2260 Jimmy Durante Blvd
City	Del Mar, CA 92014

Location	**Thousand Oaks -Tilted Kilt** (minisatellite)
Address	1345 E. Thousand Oaks Blvd.
City	Thousand Oaks, CA 91360

Location	**Ventura-The Derby Club**
Address	10 West Harbor Blvd.
City	Ventura, CA 93001

Location	**Victorville-San Bernardino Fair Sports Pavilion**
Address	14800 7th Street
City	Victorville, CA 92395

Location	**Viejas Casino & Turf Club**
Address	5000 Willows Road
City	Alpine, CA 91901

Location	**The Derby Room at Glen Arden Club** (minisatellite)
Address	357 Arden Avenue
City	Glendale, CA 91203

Commingled Locations

Exhibit 12D/E

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

Separate Pool Locations

Camarero (Puerto Rico)
Caymanas (Jamaica)
Chile
Codere (Mexico)
MIR Books (Caliente)
NDS Books (Nevada)
Suaposta (Brazil) ADW
Tabcorp (Australia)
XB (GWS)

Canadian Locations

Assiniboia, Century Downs, Century Mile, Charlottetown, Clinton Teletheatre, Dresden, Elmira Raceway, Evergreen Park, Flamboro Downs, Fraser Downs
Fort Erie, Frederiction Raceway, Georgian Downs, Grand River, Hanover Raceway, Hastings Park, Hiawatha, Hipodrome de Quebec, Kawartha Downs,
Marquis Downs, Mohawk, Northside Downs, Picov Downs, Rideau Carlton, Rocky Mountain Turf Club, Sudbury Downs, Summerside, TBC Teletheatres
Track On 2, Truro Raceway, Western Fair, Woodbine, Xpressbet Southern Alberta

E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the association: Attached

F. California minisatellite wagering facilities the association proposes to offer its live audiovisual signal: Attached

G. For **THOROUGHBRED** racing associations, list the host track from which the association proposes to import out-of-state and/or out-of-country Thoroughbred races. Include the dates imported races will be held, and indicate whether a full card will be accepted. If the full card will not be imported, state "selected feature and/or stakes races".

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

THOROUGHBRED SIMULCAST RACES TO BE IMPORTED

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

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

QUARTER HORSE SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races
Los Alamitos	Per CHRB calendar	

I. For **STANDARDBRED** racing associations, list the host tracks from which the association proposes to import out-of-state and/or out-of-country harness races. Include the dates imported races will be held, and indicate whether a full card will be accepted. If the full card will not be imported, state "selected feature and/or stakes races".

HARNESS SIMULCAST RACES TO BE IMPORTED

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

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

OTHER BREED SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Breed of Horse	Race Dates	Number of Races to be Imported

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

2022 Import Tracks	
Arlington	Lone Star
Assiniboia	Louisiana Downs
Australia Racing	Mahoning Valley
Belterra	Monmouth Park
Canterbury	Mountaineer Park
Century Downs	Northlands
Century Mile	NYRA - Aqueduct, Belmont, Saratoga
Charles Town	Oaklawn Park
Churchill Downs	Parx (Philly Park)
Delaware Park	Penn National
Delta Downs	Pimlico
Downs at Albuquerque	Prairie Meadows
Ellis Park	Presque Isle
Emerald Downs	Retama Park
Evangeline Downs	South America Racing
Fair Grounds	Sunland Park
Fort Erie	Sunray Park
Gulfstream Park	Tampa Bay Downs
Gulfstream Park West	Thistledown
Hastings Park	Turf Paradise
Hawthorne	Turfway Park
Indiana Grand	United Kingdom
Keeneland	Woodbine
Kentucky Downs	Zia Park
Laurel Park	Hong Kong

While we have completed the negotiations with the Hong Kong Jockey Club to import their races, we are still analyzing the viability of importing their races given the current situation. If PRA chooses to import the races from the Hong Kong Jockey Club, we will work with the appropriate racing associations pursuant to Business and Professions Code Section 19596.3 to get the necessary agreement. PRA will not commence importing these races without first obtaining the necessary agreement and submitting it to the Board.

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

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

13. CHARITY RACING DAYS

A. Name and address of the distributing agent (charity foundation) for the net proceeds from charity racing days held by the association: Pacific Racing Association, 1100 Eastshore Hwy, Berkeley, CA 94710 is agent for distribution

B. Names and addresses of the trustees or directors of the distributing agent: : Pacific Racing Association, 1100 Eastshore Hwy, Berkeley, CA 94710 will act as its own distributing agent

C. Dates the association will conduct races as charity racing days OR:

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

NOTICE TO APPLICANT: Net proceeds from charity racing days shall be paid to the designated and approved distributing agent within 180 days following the conclusion of the association's race meeting in accordance with the provisions of Business and Professions Code section 19555. Thereafter, the distributing agent shall distribute not less than 90% of the aggregate proceeds from such charity racing days within twelve (12) calendar months after the last day of the meeting during which the charity racing days were conducted and shall distribute the remaining funds as soon thereafter as is practicable. At least 50% of the distribution shall be made to charities associated with the horse racing industry, in accordance with the provisions of Business and Professions Code section 19556(b) and (c).

14. RACING OFFICIALS, OFFICIALS, AND OFFICIATING EQUIPMENT

A. Racing officials nominated:

Association Veterinarian(s)	Cassille Batten, D.V.M., Karen Hassan D.V.M, Ashton Cloninger, D.M.V, Mike Parker D.V.M
Clerk of Scales	Kenneth Fowler
Clerk of the Course	Tina Walker Bryant
Film Specialist	N/A
Horse Identifier	Darrel Sparks
Horseshoe Inspector	Agustin Rayas
Paddock Judge	Linda Anderson
Patrol Judges	Jerry Stone
Placing Judges	Lisa Wilkerson
Starter	Todd Stephens
Timer	Sherrie Wolfe

B. Management officials in the racing department:

Director of Racing	N/A
Racing Secretary	Steve Martinelli

Assistant Racing Secretary N/A
Paymaster of Purses Lorieen Bailey
Others (identify by name and title)
Juan Meza (Main Track Superintendent)
Hugo Sandoval (Turf Track Superintendent)
Steve Martinelli (Price Maker)
Carrie Fawcett (Stable Superintendent)
Devon Dunham (Steward's Secretary/Horsemen Liaison)

C. Name, address, email, and telephone number of the reporter employed to record and prepare transcripts of hearings conducted by the stewards: Christine Niccoli Niccoli Reporting Service, 619 Pilgrim Drive, Foster City, CA 94404-1707, (650) 573-9339

D. Photographic device to be used for photographing the finish of all races, name of the person supplying the service, and expiration date of the service contract: Plusmic Corp., USA, Bill O'Brien, Expires: December 31, 2022.

E. Indicate photo patrol video equipment to be used to record all races, name of the person supplying the service, and expiration date of the service contract. Specify the number and location of cameras for dirt and turf tracks. Pegasus Communications, Inc., Jim Porep, Jr., System maintained in house, broadcasting in High Definition (HD) on March 17, 2016; Contract valid through end of the meet.

F. Type of electronic timing device to be used for the timing of all races, name of the person supplying the service, and expiration date of the service contract: GPS timing system; Axcis Information Network, Inc., dba TrackMaster, an Equibase Company; expires December 31, 2022.

15. SECURITY CONTROLS

A. State the name and title of the person responsible for security controls on the premises. Include an organizational chart of the security department and a list of the names of security personnel and contact telephone numbers. William Rizzuto, Assistant General Manager is responsible for security on-site
Security Department organizational attached
Security Department phone number (510) 559-7551
Stable Security phone number (510) 542-4235 or (510) 559-7525
William Rizzuto cell phone number (775) 846-8484

B. Estimated number of security guards, gatemen, patrolmen, or others to be engaged in security tasks on a regular full-time basis: 1 – Assistant General Manager
7 – Security Corporals/Guards
2 – Security Lieutenant
8 – Stable Security Officers
3 – Security Sergeants
5 – Stable Gate Personnel
1 – Stable Security Sergeant
5 – Fire Guards
1 – Fire Guard Lieutenant

1. Attach a written plan for enhanced security for graded stakes races and races of $100,000 or more, to include the number of security guards in the restricted areas during a 24-hour period and a plan for detention stalls.

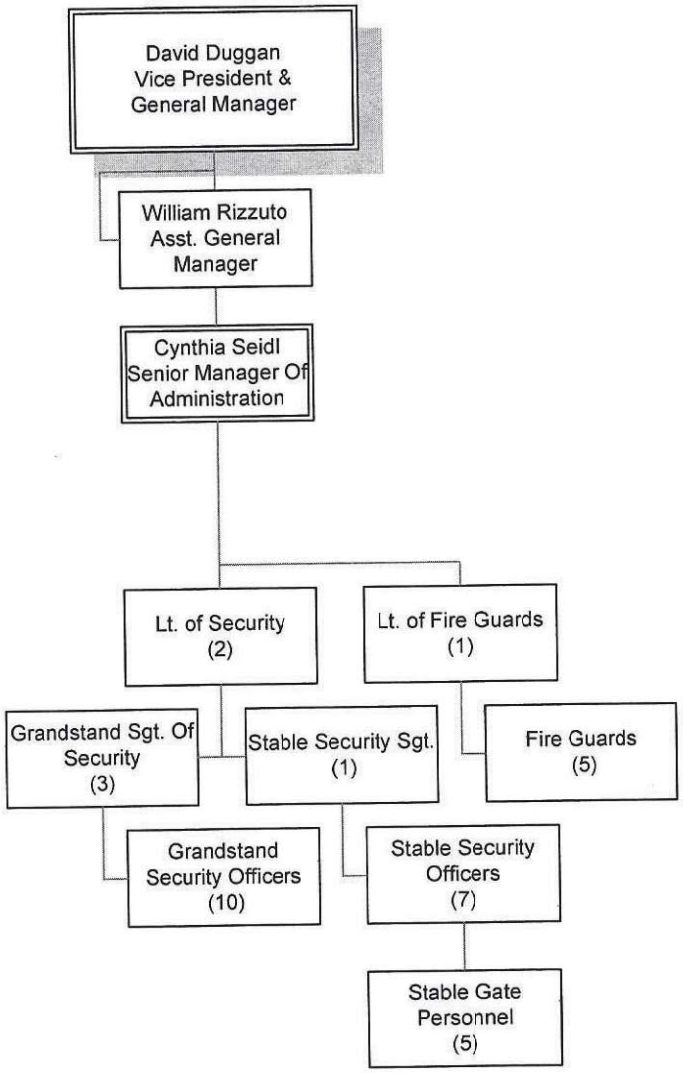
Attachment to PRA / Golden Gate Fields License Application
14 (E):

Track Camera Equipment:

There are a total of ten (10) high definition (HD) cameras placed at the following strategic locations around the race track:

7/8 Pole
3/8 Pole
1/4 Pole
Paddock
Paddock (Gliding)
(2) Pan Cameras on Roof
Jib camera in Paddock
Starting Gate (Robo)
Parking Lot (Robo-scenic)

PACIFIC RACING ASSN / GOLDEN GATE FIELDS
SECURITY DEPARTMENT ORGANIZATIONAL CHART
ATTACHMENT 15A



Attachment to PRA / Golden Gate Fields License Application
15B (1) and 15B (2):

SECURITY CONTROLS

Graded Stakes and Races of $100,000 or more

The following procedures have been put in place at Golden Gate Fields to ensure that proper security surveillance guidelines for races of $100,000 or more are followed:

- Carrie Fawcett, Stable Superintendent, provides a list of starters to William Camilo Lopez Security Lieutenant which includes the following information:

    1. Name of horse
    2. Name of trainer
    3. Barn number
    4. Stall number

- Supplemental security staff, provided by a licensed security contractor and licensed by the CHRB, are called in the morning of the race to meet with the Stable Security Lieutenant for the following instruction:

    A. An overview of the race track operating procedures
    B. A briefing of their duties throughout the day
    C. All guards are asked to sign out for their specific video camera
    D. A form is provided by the CHRB to each guard which is to be signed by the attending veterinarian when administering medication to bleeders.
    E. Each guard is given a video camera to record ALL activities involving individuals entering and exiting their assigned stall. Instruction is given to first record the posted number on the stall to confirm that the camera is directed at the assigned horse.
    F. Instruction is given to monitor any and all suspicious activity and to contact Public Safety Director if and when suspicious activity occurs.
    G. Guards are instructed to position themselves as close to the horse's stall without jeopardizing safety.
    H. The horse and handler will be followed on foot by each guard to the receiving barn before the race.
    I. After all horses are safely in the receiving barn, the guards are instructed to meet in the Security office with the Public Safety Director. The guards sign that they have returned their video camera and participate in a discussion of the day's surveillance activities.

- Surveillance videotapes are saved until all test results have received a negative result.

- There are 2 armed Security Guards on duty per 8 hour shift in the barn area within a 24 hour period and 2 additional armed Security Guards during live racing hours in the barn area which includes coverage for stakes races of $100,000 or more.

2. Detention Stalls:

   a. Attach a plan for use of graded stakes or overnight races.
      6 hour surveillance prior to race in Graded Stakes with purses of $100,000 or over
      24 hour surveillance in detention barn for Trainers with high-test results and repeat offenders
   b. Number of security guards in the detention stall area during a 24-hour period: Four Guards
   c. Describe number and location of surveillance cameras in detention stall area. Entire surveillance camera system in the barn area has been upgraded by Geovision in June 2019 to include extended memory of 90 days. The camera equipment is connected to a digital recording system which is kept in a secured area with a power back-up in place. There are a total of 25+ cameras strategically placed throughout the barn area. Receiving Barn includes four (4) fixed cameras placed over designated stalls, one (1) 360° fish-eye camera in center of walking ring, and (2) fixed cameras outside on east side of Receiving Barn.

3. TCO2 Testing:

   a. Number of races to be tested, and number of horses entered in each race to be tested: Will follow CHRB staff directives
   b. Plan for enhanced surveillance for trainers with high-test results: Contractual obligations with TOC and CHRB directives will be followed
   c. Plan for detention stalls for repeat offenders: In compliance with our Race Meet Agreement with TOC and at the direction of the CHRB
   d. Number of security personnel assigned to the TCO2 program: As needed per the advice of CHRB staff

C. Describe the electronic security system. 1. Location and number of video surveillance cameras for the detention stall and stable gate.Entire surveillance camera equipment in the barn area upgraded by Geovision in June 2019. The camera equipment is connected to a digital recording system which is kept in a secured area with a power back-up in place. Stable Gate, Stable Security Office & Parking Lot surveillance include the following: Three (3) cameras are strategically placed to monitor all activities at the Main Stable Gate (2 cameras facing incoming and 1 camera facing outgoing), one (1) camera located on roof of Stable Security Office looking out into barn area, two (2) cameras in O/T parking lot parking lot, three (3) cameras installed at the horsemen walk-in gate providing 24/7 surveillance, and numerous cameras surveilling roadways, Racing Office, CHRB office, gap gate/chute, etc.

1. Location and number of video surveillance cameras for the detention stall and stable gate:

D. For night racing associations: Describe emergency lighting system.

16. EMERGENCY SERVICES

A. Name, address, and emergency telephone number of the ambulance service to be used during workouts and during racing: Medic Staffing LLC, Ulysses Controneo 440 Everette Street El Cerrito, Ca 94530 (510) 710-5157

DocuSign Envelope ID: 64203A49-5431-4FC8-997C-DD8DF4BC0665

July 20, 2021

PACIFIC RACING ASSOCIATION/ GOLDEN GATE FIELDS RACE TR.ACK EMERGENCY MEDICAL PROTOCOL

Golden Gate Fields has had a long term relationship with Ulysses Cotroneo Owner of Medic Staffing LLC and track physician, Dr. David Seftel who both provide emergency medical care for jockeys and riders. Not only has Golden Gate Fields given superior medical service in emergency situations over the past 18 years with its current practices, we also have a Medical Clinic located in close proximity to the race track and the paddock and employ a track physician during live racing.

This report includes a historical synopsis of Golden Gate Fields emergency medical providers along with our long established Emergency Medical Protocol in order to illustrate the success that Golden Gate Fields has had in providing emergency care during morning training and live racing hours.

MEDIC STAFFING LLC AMBULANCE STANDARD OPERATING PROCEDURES

During live racing hours: The track ambulance is to respond to fallen jockeys and access their condition to determine if injuries are:

- Life Threatening - Requires immediate notification to the Albany Fire Department via cell phone and to Dr. David Seftel via radio transmission

Non-Life Threatening - Jockey/Rider can be transported to the Jockey's Room or Medical Clinic, based upon the decision of the track physician. Following removal from the race track, the physician will determine the level of treatment on-site and the need for transport to a hospital for follow-up treatment. If the track physician is unavailable when responding to a fallen jockey, the Medic Staffing Ambulance personnel shall follow the same procedures as for life threatening injuries by calling the Albany Fire Department at 911.

- At no time is the ambulance to leave Golden Gate Fields for transport.

During morning training hours: For injuries to a jockey/rider during morning workouts, ambulance personnel shall take into consideration the degree of jockey/rider injuries. If transport is necessary, contact the Albany Fire Department for transport.

SHIFT PROCEDURES

Medic Staffing Ambulance personnel are to be dressed and ready for work no later than 15 minutes before the shift start time. The first person to arrive at the race track is to pick up the radios and keys to the ambulance from the Main Stable Gate security office. Personnel must be positioned at the Horsemen's Cafe no less than five (5) minutes before the shift start.

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TRAINING HOURS (A.M. SHIFT)

PLACEMENT OF AMBULANCE: Horsemen's Cafe in barn area (close proximity to race track and Gap gate).

FALLEN JOCKEY/RIDER

If there is a loose horse on the track, that indicates that the jockey/rider has fallen of his/her horse. The rotating red light above the clocking tower will be activated and there will be flashing lights along the inside rail of the race track to warn riders of an emergency situation.

During the morning shift, there will be two (2) Outriders on the track. If there is a fallen jockey/rider, Medic Staffing Ambulance personnel will be contacted by radio by one of the Outriders as to the location of the fallen jockey/rider. The ambulance will be driven from its stationary position at the Horsemen's Cafe in the Barn Area, which is in close proximity to the track, to the location of the fallen rider (if unsure, refer to map in the ambulance). Ambulance personnel will follow the direction of the Outrider on the track.

If necessary, contact the Albany Fire Department by using the provided ambulance cell phone. If the cell phone is inoperable, radio the Main Stable Gate and instruct them to call the Albany Fire Department. Ensure that Albany F.D. knows where to meet the track ambulance, i.e. Horsemen's Cafe, Corporation Yard, etc.

A "FIRST RESPONDER FORM" MUST BE COMPLETED IMMEDIATELY FOLLOWING ANY RIDER/JOCKEY INJURY.

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LIVE RACING (P.M. SHIFT)

PLACEMENT OF AMBULANCE: Medic Staffing Ambulance Service personnel picks up the daily program at the stable area Walk-In Gate or the Judge's Van to assist ambulance personnel with the placement of the ambulance on the race track for each race.

FALLEN JOCKEY: It is the responsibility of the ambulance passenger to watch the jockeys and the horses. It is the driver's responsibility to drive at a safe speed and distance behind the jockeys and horses during each race. The jockeys, when involved in an accident, will go down very fast so stay back approximately 35 to 45 yards. If a jockey falls down, contact Albany Fire Department and then notify Dr. Seftel by radio of and his/her condition immediately.

CAUTION: Watch for riders and horses coming back around the track. You have less than one (1) minute to move the jockey safely to the outside rail or under the inside rail. Keep the ambulance parked on the outside rail at all times, unless you know there is no danger of horses coming back around the track.

NOTE: The Chain of Command transfers to the Track Physician, Dr. Seftel once he arrives on the scene.

If a jockey refuses treatment, advise Track Physician, Dr. Seftel that you are returning the jockey to the Jockey's Room, then give the Doctor an updated patient assessment.

Golden Gate Fields Jockeys Medical Area Services (Dr. David Seftel)

The track physician at Golden Gate Fields provides a comprehensive set of services **pre, intra and post** daily racing periods that serve to ensure the health and safety of jockeys working at our facility. This set of services has enabled Golden Gate Fields to ensure 100% jockey survival in the face of severe injury with the best possible long term outcomes.

Pre-racing period

1. The track physician examines and certifies jockeys as fit to ride ona daily basis.
2. The track physician examines and treats jockeys for all medical conditions within his scope of practice to ensure they are healthy and fit to ride.
3. Dietary advice and weight-maintenance counseling are provided on an ongoing basis. Follow-up to prior jockey injuries are made and coordination with Worker's Compensation providers is facilitated.
4. The track physician monitors activities both in the paddock area and during the post parade via television monitors or trackside, in concert with track security officers and the Stewards.

5. The physician is available on radio and personal cell phone at all times. During designated times, the track physician performs annual physical examinations that

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include blood testing and drug testing as proscribed by the California Horse Racing Board.

6. If specialist care is required the track physician coordinates referrals and ensures follow-up. The track physician monitors environmental health in the jockey's room and other areas of jockey activity and makes recommendations to track management regarding any areas of concern.

Intra-racing period

1. During the race the track physician closely observes the movement of all the riders either via multiple monitors in the medical clinic or trackside from an appropriate vantage point.
2. In the event of an accident the track physician proceeds directly to the scene as expeditiously as possible - either on foot or golf cart if the incident is within close range of the clinic or via the veterinary van that proceeds immediately to pick him up trackside.
3. At the scene of the accident the track physician leads the resuscitation and stabilization efforts assisted by the ambulance crew.
4. A preliminary assessment of severity and injury areas is dispatched to the Stewards via radio and the decision to summon outside ambulance services for transport to hospital is made.
5. Once stabilized, the jockey/s are transported to the trackside medical clinic where further care can be administered as required.
6. A portable kit containing all the required medicines and equipment for advanced life support measures is available in the ambulance and the same set of capabilities is available in the medical clinic.
7. Adrenaline, intravenous fluids, oxygen tanks and a defibrillator are available to manage respiratory and cardiac arrest.
8. Once outside ambulance services arrive at the clinic, the track physician gives report to the accepting team of paramedics, provides jockey demographics and insurance information and assists in preparing the jockey for transport to the appropriate hospital -Alameda County Medical Center in Oakland, CA.
9. Once the jockey/s are en-route to the hospital, the track physician makes a direct **physician-to-physician** call to the Attending Physician in Charge of the receiving hospital emergency room.
10. During this call the track physician provides a clear description of the mechanism of the accident, the velocity, his preliminary findings in the field and all steps taken in preparation to dispatch, in addition to pertinent past medical and surgical history, with a special emphasis on avoiding tests such as the use of contrast dyes in imaging studies like CT scans that might prove harmful to a particular jockey.
11. On arrival in the emergency room (ER), the track physician maintains contact with ER staff to ensure that expeditious and appropriate care is rendered and contacts and communicates with family members regarding status and plans for the injured party.
12. If outside referrals or consultations are required, the track physician facilitates these.
13. The track physician completes Worker's Compensation Form DWCl and the Doctors First Report of Injury and transmits these to the responsible parties in the emergency room as well as to the Worker's Compensation carrier.
14. The track physician provides report to the Board of Ste.wards and track management on the diagnosis and current status of injured jockeys.

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Post-racing period

1. The track physician completes all medical reports and provides post-race care to jockeys who seek medical attention for any ancillary issues that arise during the race day.
2. Medical clinic supplies inventory and replenishing are performed.
3. In the case of severe jockey injury, the track physician proceeds to the emergency room responsible for care to evaluate and assist in care coordination, planning, decision making and communication with family members.

Dr. Seftel's Recommendations for Optimal Jockey Trackside Care

1. With regard to optimal accident responsiveness and care the best approach features trained professionals working in close collaboration with track security.
2. Ambulance crews should have at least one paramedic trained and skilled in advanced life support measures.
3. A portable kit containing all the required medications and equipment should be available on the ambulance and similar supplies should be available in the clinic.
4. Track medical and security personnel should perform drills on at least a 6 month basis to ensure that all skills are kept current and that all allied personnel are familiar with optimal policies and protocols.

Golden Gate Fields believes its long standing procedures using a BLS ambulance staffed with a Paramedic and an EMT (IA) combined with an on-site physician during live racing capable of providing advanced life support immediately after all accidents has consistently provided our jockeys with outstanding care.

Respectfully Submitted,

DocuSigned by:
David Duggan
BD96B155F7C1457...

David Duggan
Vice President and General Manager
Golden Gate Fields

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

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

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

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

D. Name and emergency telephone number of the licensed physician on duty during the race meeting: Dr. David Seftel Office Number: 510-559-7375, Cell Number: 650-520-6204
If Quarter Horse racing association, see D.1.

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

E. Name, address, and emergency telephone number of the hospital to be used for admittance and treatment of emergency injuries in the event of an on-track injury to a jockey: Alta Bates Summit Medical Center, 2450 Ashby Ave., Berkeley, CA 94705, (510) 204-4444 or Alameda County Medical Center (Highland Hospital Trauma Center), 1411 East 31st Street, Oakland, CA 94602 (510) 437-4865

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

G. Names of health and safety manager and assistant manager responsible for compliance of health and safety provisions pursuant to Business and Professions Code section 19481.3(d):
Roy Roenbeck, Director of Environmental, Health & Safety
Bill Rizzuto, Assistant General Manager serves as Assistant Safety Manager

H. Attach a fire clearance from the fire authority having jurisdiction over the premises.

I. Name of the workers' compensation insurance carrier for the association and the number of the insurance policy (if self-insured, provide details):): Liberty Mutual Fire Insurance Co. WA2-B7D-170912-019 (policy no.)

J. Attach a Certificate of Insurance for workers' compensation coverage. The CHRB is to be named as a certificate holder and given not less than ten (10) days' notice of any cancellation or termination of insurance that secures the liability of the association for payment of workers' compensation.

NOTICE TO APPLICANT: Every licensee conducting a horse racing meeting shall, pursuant to Business and Professions Code section 19481.3, maintain, staff, and supply an on-track first aid facility, which may be either permanent or mobile, that shall be staffed and equipped as directed by the Board. A qualified and licensed physician shall be on duty at all times during live racing, except that this provision shall not apply to any Quarter Horse racing at the racetrack if there is a hospital situated no more than 1.5 miles from the racetrack and the racetrack has an agreement with the hospital to provide emergency medical services to jockeys and riders. An ambulance licensed to operate on public highways provided by the track shall be available at all times during live racing and shall be staffed by two emergency medical technicians licensed in accordance with Division 2.5 (commencing with Section 1797) of the Health and Safety Code, one of whom may be an Emergency Medical Technician Paramedic, as defined in section 1797.84 of the Health and Safety Code. Each racing association and racing fair shall adopt

Medic Staffing LLC

440 Everett Street
El Cerrito, CA 94530

Pacific Racing Association
1100 Eastshore Highway
Berkeley, CA 94710

May 27, 2022

Re: Medic Staffing LLC

To: Whom it May Concern:

This is to inform you that Medic Staffing LLC operations and procedures are well within the standard care operating procedures set forth by Alameda County E.M.S.

Medic Staffing LLC employs only licensed Paramedics and Emergency Medical Technicians that meet and follow the licensing requirements for Alameda County E.M.S.

If you have any further questions, please feel free to contact me.

Sincerely,

Ulysses Cotroneo

Ulysses Cotroneo, Owner

Medic Staffing LLC

GOLDEN GATE FIELDS

DESCRIPTION OF GGF MEDICAL CLINIC
(LIVE RACING)

Services (Mission)

- Pre-race examinations on jockeys;
- Preventive & curative medical services for jockeys;
- Urgent care facility for jockeys;
- Assist CHRB in assessment of any impaired individuals.

Staffing

- Physician Medical Director ("Track Physician").

Equipment

- Advanced cardiac life support (ACLS) equipment;
- 12-Lead EKG;
- Lung function testing equipment;
- Ultrasound (for internal organ injury assessment);
- Blood work & hematology supplies & equipment;
- Basic surgical care supplies & equipment.

Availability

- One-hour before first posted race until one-to-two hours Following last posted race;
- Extended hours for necessary follow-up care and/or upon Request from track management or CHRB.

GOLDEN GATE FIELDS

EMERGENCY MEDICAL PROCEDURES
-MORNING TRAINING-

FOR ON-TRACK INJURY TO JOCKEYS OR EXERCISE RIDERS

"FIRST RESPONSE"

- In the event of an accident, the Outriders shall immediately contact the on-track GGF Human Ambulance using Radio Channel #1 ("Rider Down"); *(or the accident may very well be witnessed directly by the Ambulance Crew)*;
- The on-track GGF Human Ambulance (manned by GGF-contracted medical personnel) shall respond immediately to the site of the accident;
- The attending contracted medical personnel shall arrive equipped with advanced cardiac life support (ACLS) and other necessary acute medical treatment equipment & supplies;
- An "on-site evaluation" of injuries to the jockey(s) or exercise rider(s) shall be made by the attending contracted medical personnel.

"ON-SITE EVALUATION"

- Based on the attending contracted medical personnel "on-site evaluation" of injuries, a decision shall be made to either treat the injured jockey(s) or exercise rider(s) on-site or to request emergency medical transport for off-site treatment at a hospital trauma center;
  - If on-site treatment is deemed sufficient, the GGF Human Ambulance shall provide the injured jockey(s) or exercise rider(s) with appropriate medical treatment; or,
  - If off-site treatment is deemed necessary, "911" shall be used to summon a City of Albany Fire Dept. ambulance *(a Fire Dept. truck shall also respond)*.

"INJURY TREATMENT"

- If an injured jockey(s) is treated on-site:
  - the attending contracted medical personnel shall provide medical treatment until surrendering custody of the patient based on his/her medical judgment;
  - the Track Physician of the GGF Medical Clinic shall likewise be notified either via telephone or when arriving on-site (live race days only).
- If an exercise rider(s) is treated on-site:
  - the attending contracted medical personnel shall provide medical treatment until surrendering custody of the patient based on his/her medical judgment;
- If the City of Albany Fire Dept. ambulance is summoned to respond, the injured jockey(s) or exercise rider(s) shall be transferred to this ambulance at either of the two following locations for transport to a local hospital;
  - If the injuries are deemed less severe, the jockey(s) or exercise rider(s) will be transported by the GGF Human Ambulance to an off-track location for pick-up by the City of Albany Fire Dept. ambulance; or,
  - If the injuries are deemed severe and the jockey(s) or exercise rider(s) cannot be moved, the City of Albany Fire Dept. ambulance will be escorted by GGF security personnel directly onto the track for patient pickup.

"POST INJURY ACTIVITIES"

- The incident must be reported immediately to the appropriate CHSA representative;
- In consultation with the attending contracted medical personnel, an "Accident/Injury Investigation Report" must be completed by track management following completion of the above-noted procedures.

Should the GGF Human Ambulance need to leave the track premises, for whatever reason(s), all morning training must be delayed until a city-chartered or other substitute ambulance is on-site and available for on-track medical service.

GOLDEN GATE FIELDS

PROCEDIMIENTOS MÉDICOS DE EMERGENCIA -ENTRENAMIENTO MATUTINO-

PARA HERIDAS A JINETES O JINETES DE EJERCICIO EN LA PISTA

"PRIMEROS AUXILIOS"

- En caso de accidente, los paradores deberán contactarse de inmediato con la Ambulancia para pacientes humanos del Golden Gate Fields (GGF) a través del canal de radio n.° 1 (por "jinete caído") *(o tal vez el equipo de la ambulancia presencia el accidente directamente)*;
- La Ambulancia del GGF (con personal médico contratado del GGF) deberá actuar de inmediato en el lugar del accidente;
- El personal médico contratado que asista deberá contar con conocimientos en soporte vital cardiovascular avanzado (SVCA) y demás equipos y suministros necesarios de tratamiento médico inmediato;
- Dicho personal llevará a cabo una "evaluación en el lugar" de las heridas del jinete o del jinete de ejercicio.

"EVALUACIÓN EN EL LUGAR"

- De acuerdo con la evaluación de las heridas que realice el personal médico contratado en el lugar, se tomará una decisión acerca de tratar al jinete o jinete de ejercicio herido en dicho lugar o bien solicitar un transporte médico para emergencias para llevar a cabo un tratamiento en un centro de traumatología;
  - Si se considera suficiente el tratamiento en el lugar, la Ambulancia del GGF deberá proporcionar el tratamiento médico correspondiente al jinete o jinete de ejercicio herido o
  - Si es necesario un tratamiento fuera del predio, se deberá utilizar el "911" para llamar una ambulancia del Departamento de Bomberos de la ciudad de Albany *(también podrá actuar un camión del Departamento de Bomberos)*.

"TRATAMIENTO DE HERIDAS"

- Si se trata un jinete herido en el lugar:
  - el personal médico contratado que asista deberá proveer tratamiento médico hasta que derive al paciente de acuerdo con su criterio médico;
  - también se deberá notificar al médico de la pista de la Clínica Médica del GGF ya sea por vía telefónica o cuando llegue al lugar (únicamente los días de carreras).
- Si se trata un jinete de ejercicio en el lugar:
  - el personal médico contratado que asista deberá proveer tratamiento médico hasta derivar al paciente de acuerdo con su criterio médico;
- Si se llama a la ambulancia del Departamento de Bomberos de la ciudad de Albany para brindar atención, se trasladará al jinete o jinete de ejercicio herido en dicha ambulancia hasta una de las siguientes ubicaciones para trasladarlo a un hospital local;
  - Si las heridas se consideran poco graves, se trasladará al jinete o jinete de ejercicio en la Ambulancia del GGF fuera de la pista para que lo recoja la ambulancia del Departamento de Bomberos de la cuidad de Albany o
  - Si las heridas se consideran graves y no se pueden movilizar al jinete o jinete de ejercicio, el personal de seguridad del GGF escoltará la ambulancia del Departamento de Bomberos de la ciudad de Albany directamente hacia la pista para que recoja al paciente.

"ACTIVIDADES POSTERIORES A LAS HERIDAS"

- Se debe informar el incidente de inmediato al representante correspondiente de la Asociación de jinetes de California (CSHA, por su sigla en inglés);
- Con el asesoramiento del personal médico contratado que asista, la gerencia debe completar un "Informe de investigación de accidentes/ heridas" luego de que se completen los procedimientos que se apuntaron anteriormente.

Si la Ambulancia del GGF debe retirarse del predio, por cualquier motivo, se deben demorar todos los entrenamientos matutinos hasta que una ambulancia de la ciudad u otra de reemplazo se encuentre en el lugar y disponible para brindar servicio médico en la pista.

(REV 2.0, OCTUBRE 2011)

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GOLDEN GATE FIELDS

July 21, 2022

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

Re: Pacific Racing Association – Rule 1927 Exemption Request

Dear Mr. Chaney,

As has been previously discussed, the City of Berkeley Fire Department is not able to conduct more than one inspection per year at Golden Gate Fields. Pacific Racing Association has previously submitted to the board the Berkeley Fire Department's clearance letter dated January 11, 2022.

Pacific Racing Association is requesting an exemption from the requirement of Rule 1927 that the fire authority having jurisdiction over the barn area of Golden Gate Fields perform an inspection within 45 days prior to the commencement of the race meeting.

Please let me know if you have any questions.

Sincerely,

DocuSigned by:
David Duggan
BD96B155F7C1457...

David Duggan

Department of Fire and Emergency Services
Division of Fire Prevention
2100 Martin Luther King Jr Way, 2nd Floor
Berkeley, CA 94704

Roy Roenbeck
Environmental Health & Safety Director
Pacific Racing Association/Golden Gate Fields
1100 Eastshore Highway
Berkeley, CA 94710

January 11, 2022

Subject: Fire & Life Safety Inspection of Golden Gate Fields in Berkeley, CA

Dear Mr. Roenbeck:

On Wednesday, August 4, 2021, the City of Berkeley Fire Prevention Division Inspectors conducted an annual inspection of the barns and buildings located on the Berkeley, CA, portion of Golden Gate Fields for compliance with Berkeley Fire Code requirements (Berkeley Municipal Code Chapter 19.48). Some fire code violations were found. Re-inspections were completed on Tuesday, December 14, 2021, and Monday, January 10, 2022. Photo documentation of the remaining repairs were sent on Tuesday, January 11, 2022. Upon re-inspection of the facilities, it was found that there were no outstanding fire code violations. Golden Gate Fields is hereby granted a fire clearance.

This fire clearance establishes a reasonable standard of fire safety as addressed in Title 4, Division 4, Article 17, Section 1927 Fire Prevention of the California Code of Regulations.

These facilities are considered to be compliant with the fire code until the next scheduled inspection unless and until we receive information to the contrary. Should you have any questions or concerns regarding the annual inspection, then please contact me at 510-981-5582 or dtieu@cityofberkeley.info.

Thank you and the entire Golden Gate Fields team for your patience with us and our staffing shortage that created delays in our ability to come and inspect the premises.

Sincerely,

Dori Tieu
Deputy Fire Marshal, City of Berkeley Fire Department
dtieu@cityofberkeley.info or 510-981-5582

Urban Village by the Bay

ALBANY CALIFORNIA

CITY OF ALBANY

FIRE DEPARTMENT
1000 SAN PABLO AVENUE
ALBANY, CA 94706
510 528-5770

www.AlbanyCA.org/fire

January 11, 2022

Roy Roenbeck
Environmental Health & Safety Director
Pacific Racing association/Golden Gate Fields
1100 Eastshore Highway
Albany California 94706

Mr. Roenbeck,

Fire inspector Thomas Peters and Katherine Belman from the City of Albany Fire Prevention Department together with Golden Gate Fields Fire Prevention Supervisor conducted a Life and Safety inspection on January 10, 2022. Public areas within the Grandstand and the associated facilities were evaluated for preparation of the 2022 racing season. Clearance for the facility is granted for all aspects of your operation.

Please note that operations beyond the scope of normal racetrack activities may require additional inspections with additional fees.

Please feel free to contact our office with any questions.

Thomas Peters
Fire Prevention Inspector

City of Albany
1000 San Pablo Ave.
Albany, CA 94706

Marsh

Certificate of Insurance

No.: **2022-1-PACIF** Dated: **June 30, 2022**

This document supersedes any certificate previously issued under this number

This is to certify that the Policy(ies) of insurance listed below ("Policy" or "Policies") have been issued to the Named Insured identified below for the policy period(s) indicated. This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder named below other than those provided by the Policy(ies).

Notwithstanding any requirement, term, or condition of any contract or any other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the Policy(ies) is subject to all the terms, conditions, and exclusions of such Policy(ies). This certificate does not amend, extend, or alter the coverage afforded by the Policy(ies). Limits shown are intended to address contractual obligations of the Named Insured.

Limits may have been reduced since Policy effective date(s) as a result of a claim or claims.

Certificate Holder:

California Horse Racing Board
1010 Hurley Way
Sacramento, CA 95825

Attn.: Insurance Department

Named Insured and Address:

Pacific Racing Association dba Golden Gate Fields
1100 Eastshore Highway
Albany, CA 94706

Subsidiary/Divisions:
Pacific Racing Association
1100 Eastshore Highway
Albany, CA 94706

and

Pacific Racing Association II
dba Golden Gate Fields
1100 Eastshore Highway
Albany, CA 94706

This certificate is issued regarding:
Evidence of Insurance

Type(s) of Insurance	Insurer(s)	Policy Number(s)	Effective/ Expiry Dates	Sums Insured Or Limits of Liability	
COMMERCIAL GENERAL LIABILITY • Non-Owned Automobile	Liberty Mutual Insurance Company	TB1-B71-170912-032	Jun 30, 2022 to Jun 30, 2023	Each Occurrence	USD 2,000,000
				Products-Completed Operations Aggregate	USD 2,000,000
				General Aggregate	USD 2,000,000
				Self Insured Retention	USD 500,000
WORKERS' COMPENSATION & EMPLOYERS' LIAB	LIBERTY MUTUAL FIRE INSURANCE CO	WA2-B7D-170912-012	Jun 30, 2022 to Jun 30, 2023	Workers' Compensation	Statutory
				Employers' Liability Each Accident	USD 1,000,000 Bodily Injury by Accident
				Employers' Liability Each Employee	USD 1,000,000 Bodily Injury by Disease
				Employers' Liability Policy Limit	USD 1,000,000 Bodily Injury by Disease

Additional Information:
The Commercial General Liability Policy, placement was made by Marsh Commercial Business Center, a Service of Marsh USA Inc. Marsh Canada Limited has only acted in the role of a consultant to the client with respect to this placement, which is indicated here for your convenience.

The Workers' Compensation and Employers' Liability Policy, placement was made by Marsh USA Inc. Marsh Canada Limited has only acted in the role of a consultant to the client with respect to this placement, which is indicated here for your convenience.

Notice of cancellation:
The insurer(s) affording coverage under the policies described herein will not notify the certificate holder named herein of the cancellation of such coverage.

Marsh Canada Limited
120 Bremner Boulevard
Suite 800
Toronto, ON M5J 0A8
Telephone: 1-844-990-2378
Fax: -
Certs.Stronach@marsh.com

Marsh Canada Limited

By: Catherine Evans

Catherine Evans

and maintain an emergency medical plan detailing the procedures that shall be used in the event of an on-track injury. The plan shall be posted in each jockey room in English and Spanish. Prior to every race meeting, the racing association or racing fair shall contact area hospitals to coordinate procedures for the rapid admittance and treatment of emergency injuries. Each racing association or racing fair shall designate a health and safety manager and assistant manager, who shall be responsible for compliance with the provisions of this section, and one of whom shall be on duty at all times when live racing is conducted. The health and safety manager may, at the discretion of the racing association, be the person designated to perform risk management duties on behalf of the association.

17. CONCESSIONAIRES AND SERVICE CONTRACTORS

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

Does the association provide its own concessions? Yes ☒ No ☐

18. ON-TRACK ATTENDANCE/FAN DEVELOPMENT

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

B. Promotional/Marketing budget for this race meeting: $165,000
Promotional/Marketing budget for prior race meeting: $165,000

C. Number of hosts and hostesses employed for meeting: 2

D. Describe facilities set aside for new fans. Customer Service – Our customer service center is open year-round with a trained customer service representative to assist fans with general racing information, maintain our frequent fan club known as the THOROUGHBREDS, and assist with XpressBet sign ups and account maintenance

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

1. Horsemen Replaced turf course rail (inside and outside) with PVC by DuralockCapital barn roofing improvements in the barn area Updated all barn area lavatory facilities with touchless sanitizing equipmentContinuation of laundry service for the Jockey's Room by GGF Adhered to the yearly Tapeta® maintenance schedule of 5x per year in January, April, June, September and December Continual roadway, horse paths, and barn repairs Replaced clubhouse turn track fence Installation of added safety light during training hours Added Owner/Trainer seating area near Winners Circle equipped with heaters
2. Fans Created new family area on A Deck complete with fencing, artificial turf etc. (Golden Gate Green) Hired Roaming Ambassadors to assist fans with questions regarding wagering and contactless system Remodeling Paddock Pub with projection screen TV, furniture, and flooringProviding tours of the front side facility to fans upon request Continual parking lot and roadway repairsAdded contactless Food & Beverage delivery ordering system "GoTab"Purchased Daktronics big screen for enhanced viewing of races and local sports games in between races Heavy GGF Social Media presence in the Bay AreaNew themed events offered every weekend for pre purchase on "Event Brite" with giveaways included
3. Facilities in the restricted areas Equine Hospital

19. SCHEDULE OF CHARGES

A. List proposed charges. Note any changes from the previous year.

Admission (general)	$6.00
Admission (clubhouse)	$6.00

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Schedule of Charges

Admission (general)	**$6.00**
Admission (club house)	**$6.00**
Admission (turf club)	**$15.00 Weekends/Holidays**
Reserved seating (general)	**N/A**
Reserved seating (clubhouse)	**N/A**
Parking (general)	**$10.00**
Parking (preferred)	**N/A**
Parking (valet)	**N/A**
Programs (on-track)	**$3.00**
(off-track)	**$3.00**

Thoroughbred Club Members

Bundled Pricing includes free program

General Admission:		**Club House Admission:**	
1-10 Visits	**$5.00**	**1-10 Visits**	**$8.00**
11-20 Visits	**$4.00**	**11-20 Visits**	**$7.00**
21-30 Visits	**$3.00**	**21-30 Visits**	**$6.00**
31-40 Visits	**$2.00**	**31-40 Visits**	**$5.00**
Over 40 Visits	**$1.00**	**Over 40 Visits**	**$4.00**
		Reserved seating	**Free**

Thoroughbred Club Prepaid Admission/Program Packages

- **TB Club Members can purchase a minimum of 30 Prepaid G/A admissions @ $2.00 each**
- **TB Club Members can purchase a minimum of 15 Prepaid C/H admissions @ 4.00 each**
- **Horsemen Free**

Reserved seating (general)	N/A
Reserved seating (clubhouse)	N/A
Parking (general)	$10.00
Parking (preferred)	N/A
Parking (valet)	N/A
Programs (on-track)	$3.00
(off-track)	$3.00

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

Turf Club – Full Season Single Membership	$ 1,000.00
Turf Club – Full Season Dual Membership	$ 2,000.00
Club House Box (4 seats, no admission)	$ 450.00
Club House Season Pass (Admission only)	$ 400.00
Grandstand Season Pass (Admission only)	$ 200.00

C. Describe any "package" plans, such as combined parking, admission, and program. Designated Group Sales packages include parking, admission, program, and buffet

20. JOCKEYS/DRIVERS' QUARTERS

A. Check the applicable amenities available in the jockeys/drivers' quarters.

☒ Corners (lockers and cubicles) How many 23

☒ Showers ☒ Steam room, sauna, or steam cabinets ☒ Lounge area

☒ Masseur ☒ Food/beverage service ☒ Certified platform scale

B. Describe the quarters to be used for female jockeys/drivers. Fifteen by twenty foot room accessed from a community hallway. The room has a television and bed with attached shower room, sink, and toilet.

21. BACKSTRETCH EMPLOYEE HOUSING

A. Inspection of backstretch housing was completed by Investigators Bartholomew, Smith, and Longoria on August 11, 2022.

B. Number of rooms used for housing on the backstretch of the racetrack: 140

C. Number of restrooms available on the backstretch of the racetrack: 18 with showers, 7 In office areaa

D. Estimated ratio of restroom facilities to the number of backstretch personnel: 1 restroom per every 12 people

22. TRACK SAFETY

A. Total distance of the racecourse, measured from the finish line counterclockwise (3' from the inner railing) back to the finish line: 5,280 feet.

B. Describe the type of track surface at the facility, including the specific track surface composition. Tapeta ® Footings Synthetic Track Surface

C. The percent of cross slope in the straightaways is: 1.5%
The percent of cross slope in the center of the turns is: 4%

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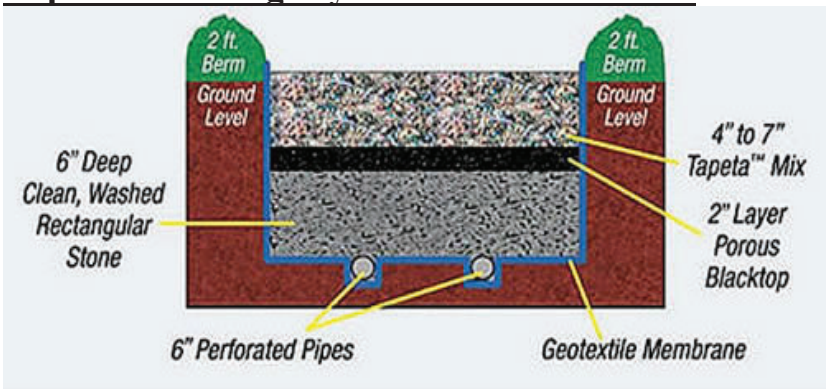
Tapeta ® Footings Synthetic Track Surface



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3rd Party Lasix Administration Agreement

This 3rd Party Lasix Administration Agreement (this "Agreement") is entered into as of November 30, 2017 (the "Effective Date") by and between the Pacific Racing Association and Pacific Racing Association II (collectively "PRA"), the Thoroughbred Owners of California, Inc. ("TOC"), and the California Thoroughbred Trainers, Inc. ("CTT" and each individually a "Party" and collectively the "Parties").

Recitals

A. CHRB Rule 1845 requires that the Parties enter into an agreement to provide for race-day furosemide administration.

B. CHRB Rule 1845 further requires that the agreement describe PRA's program for the administration of race day furosemide, the minimum level of staffing necessary to carry out the program, and the projected costs to horsemen for such administration.

C. The Parties intend for this Agreement to comply with and satisfy the requirements of CHRB Rule 1845.

Agreement

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

1. Term. This Agreement shall take effect on December 26, 2017 and shall continue through December 25, 2018 (the "Term"). If the Parties have not entered into a new agreement which satisfies the requirements of CHRB Rule 1845 prior to the conclusion of the Term, the terms and conditions set forth in this Agreement shall continue to remain in effect and binding on the Parties after the Term until such time that the Parties enter into such a new agreement or until any Party terminates this agreement upon twenty-four (24) hours' notice.

2. Cost to Horsemen. The owner shall pay to PRA (on a per administration basis) an amount equal to thirty-five dollars ($35) for the administration of race day furosemide to such owner's horse ("Lasix Administration Fee"). The Paymaster of Purses will deduct the Lasix Administration Fee from such owner's purse account and remit it to PRA. By way of this Agreement, all owners hereby consent for the Paymaster of Purses to deduct the Lasix Administration Fee from such owner's purse account and remit it to PRA. PRA may increase the Lasix Administration Fee if there is a material increase in cost to administer the race day furosemide program; provided, however, that such increase must first be approved, with such approval not being unreasonably withheld, by the TOC.

3. Number of Veterinarians and Technicians. PRA shall initially hire two (2) furosemide veterinarians to administer the race day furosemide. If PRA decides, after consultation with the TOC and CTT, that additional furosemide veterinarians or furosemide

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veterinary technicians are necessary for the proper and orderly administration of race day furosemide, PRA shall hire such additional number of furosemide veterinarians or furosemide veterinary technicians as it deems necessary.

4. Race Day Lasix Administration Program.

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

b. The syringe used to administer the furosemide shall be placed in an evidence/ biohazard tamper-proof bag which will be sealed in front of the witnesses. The witnesses shall sign the sealed evidence/ biohazard tamper-proof bag. The sealed and signed evidence/ biohazard tamper-proof bag containing the syringe will be delivered to the CHRB. The TOC and CTT, each jointly and severally, agree to indemnify PRA and its affiliates, members, partners, shareholders, officers, directors, employees, attorneys, and agents, from and against any and all claims, demands, suits, losses, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from or related to any and all acts taken or not taken by the CHRB, tampering, contamination, loss, destruction, theft, and any and all other actions or inactions related to the evidence bag and/or syringe after PRA has delivered the evidence bag and syringe to the CHRB.

c. Additional terms and conditions of the Race Day Lasix Administration Program are attached as Exhibit A and Exhibit B which are hereby incorporated into this Agreement.

5. TOC and CTT Covenants.

a. The TOC covenants that it will take all steps necessary to ensure that all Thoroughbred owners take all steps necessary to comply with: i) the terms of this Agreement and ii) all statutes, laws, and regulations which are necessary for the Thoroughbred owner to comply with in order to effectuate the purpose of this Agreement.

b. The CTT covenants that it will take all steps necessary to ensure that all Thoroughbred trainers take all steps necessary to comply with: i) the terms of this Agreement and ii) all statutes, laws, and regulations which are necessary for the Thoroughbred trainer to comply with in order to effectuate the purpose of this Agreement.

6. Miscellaneous.

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

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

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

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

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

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

[Signatures follow]

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

Pacific Racing Association

By: _____

Name: SCOTT DARRUTY

Title: VICE PRESIDENT

Pacific Racing Association II

By: _____

Name: SCOTT DARRUTY

Title: VICE PRESIDENT

Thoroughbred Owners of California, Inc.

By: _____

Name: _____

Title: _____

California Thoroughbred Trainers, Inc.

By: _____

Name: _____

Title: _____

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

Pacific Racing Association

By:_____

Name:_____

Title:_____

Pacific Racing Association II

By:_____

Name:_____

Title:_____

Thoroughbred Owners of California, Inc.

By:_____

Name: Guy Antoli

Title: CEO

California Thoroughbred Trainers, Inc.

By:_____

Name:_____

Title:_____

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

Pacific Racing Association

By:_____

Name:_____

Title:_____

Pacific Racing Association II

By:_____

Name:_____

Title:_____

Thoroughbred Owners of California, Inc.

By:_____

Name:_____

Title:_____

California Thoroughbred Trainers, Inc.

By: Alan F. Balch

Name: Alan F. Balch

Title: Executive Director

Exhibit A

Golden Gate Fields Furosemide Protocol – See Attached

Exhibit B

Medication Administration Protocol – See Attached

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Exhibit A

Golden Gate Fields Furosemide Protocol

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

1. Race day furosemide shall only be administered by the furosemide veterinarian or furosemide technician. Any horse which receives race day furosemide from any person other than the furosemide veterinarian or furosemide technician shall be scratched from the race.

2. All horses that wish to be administered race day furosemide must be registered on the CHRB authorized bleeder medication list even if they have raced in other jurisdictions on race day furosemide.

3. The Stewards shall scratch a horse if they are unable to determine that a horse on the authorized bleeder medication list has been administered furosemide prior to a race, or that furosemide was administered to a horse less than four hours prior to the post time of a race that horse is entered to run.

4. Furosemide is the only authorized race day medication at a single IV dose between 150mg-500mg (3cc to 10 cc). A horse registered to be administered furosemide shall receive 250 mg of furosemide intravenously unless an alternative dose of not less than 150 mg and not more than 500 mg has been determined after consultation between the trainer, owner, or owner's veterinarian, and the furosemide veterinarian.

5. A horse registered on the official authorized bleeder medication list must remain on the list unless the trainer or owner's veterinarian requests the horse be removed. The request must be made using the applicable CHRB form, and which must be submitted to the official veterinarian and approved prior to the time of entry. A horse removed from the authorized bleeder medication list may not be placed back on the list for a period of 60 calendar days unless the official veterinarian determines it is medically necessary for the horse. If a horse is removed from the authorized bleeder medication list a second time in a 365-day period, the horse may not be placed back on the list for a period of 90 calendar days.

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

7. The trainer of any horse to be entered in a race in a race at Golden Gate Fields shall report any previous or current incidents of exercise induced pulmonary hemorrhage and any

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previous adverse reactions to furosemide to the furosemide veterinarian and the CHRB official veterinarian.

8. As it relates to all horses that are entered to race on any given day and that are either stabled at Golden Gate Fields or have arrived at Golden Gate Fields no later than 4:15 am of race day, the trainer shall post the applicable CHRB detention stall sign on the horse's stall no later than 4:30 am of race day. Notwithstanding the generality of the foregoing, if PRA personnel announce an earlier time for posting the CHRB detention stall sign for any particular race day, all trainers shall be required to post the applicable CHRB detention stall sign at such earlier time.

9. If applicable, as it relates to all horses that are entered to race on any given day and that are not stabled at Golden Gate Fields or have not arrived at Golden Gate Fields by 4:15 am of race day, the trainer shall post the applicable CHRB detention stall sign on the horse's stall at the off-site stabling facility and at the stall at Golden Gate Fields that the horse will occupy prior to the race no later than 4:15 am of race day. Notwithstanding the generality of the foregoing, if PRA personnel announce an earlier time for posting the CHRB detention stall sign for any particular race day, all trainers shall be required to post the applicable CHRB detention stall sign at such earlier time. All horses that are stabled at an off-site stabling facility must arrive at Golden Gate Fields no later than five (5) hours prior to post time of the race for which it is entered.

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

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Exhibit B

Medication Administration Protocol

1. Furosemide Veterinarians highlight their assigned horses on treatment sheet.

2. The furosemide coordinator , furosemide veterinarians, and furosemide technicians shall review treatment assignments by performing a roll call of each horse in each race to verity that:

   a. All furosemide eligible horses are assigned to a veterinarian or technician.

   b. Only one furosemide veterinarian or technician is assigned to each horse.

   c. Furosemide ineligible horses are not assigned for furosemide treatment.

   d. Scratches, medication status changes, and stall assignments changes are accurately recorded by all.

3. Furosemide shall be administered only after: a) the trainer, owner, or the owner's veterinarian has consulted with the furosemide veterinarian regarding the condition of the horse, and b) the furosemide veterinarian has examined the horse sufficiently to establish a veterinary-client-patient relationship in accordance with 16 CCR 2032.1.

4. Furosemide administration shall be performed in the horses' stalls between 4½ to 4 hours prior to the published post time for the race in which the horse is entered. Veterinarians, or technicians, are not to administer furosemide after the 4 hour deadline unless authorized by the Stewards.

5. If a horse is not in its assigned barn/stall when treatment is attempted, the veterinarian, or technician, is to promptly notify the furosemide coordinator who shall contact the Stewards (to have them determine the location of the horse) and then advise the veterinarian, or technician, of the horses' status / location.

6. If no attendant is present, the horse will not be treated. The veterinarian, or technician, will radio the furosemide coordinator who shall notify the Stewards and request instruction.

7. Administration of the medicine.

   a. The furosemide veterinarian, or technician, shall:

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

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

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

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

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

i. Catch and hold the horse.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

i. Time of administration.

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

iii. Furosemide dose.

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

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

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

i. Name of horse.

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ii. Name of trainer.

iii. Date and time of furosemide administration.

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

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

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2022 Fall
Race Meet Agreement

Between

Pacific Racing Association

and

Thoroughbred Owners Of California

October 19, 2022

Through

December 20, 2022

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2022 Fall Race Meet Agreement
Golden Gate Fields & Thoroughbred Owners of California

This Agreement is entered into by and between Pacific Racing Association ("Track") on the one side and the Thoroughbred Owners of California, Inc. ("TOC") on the other side and becomes effective on October 19, 2022.

RECITALS

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

B. TOC is the duly organized owners' association recognized by the California Horse Racing Board ("CHRB") as having authority to negotiate and covenant with Track pursuant to Article 22, Chapter 4, Title 4, of the Administrative Code of the State of California.

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

AGREEMENT

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

1. Race Meet. Except as otherwise provided herein, the provisions of this Agreement shall be applicable only to the thoroughbred race meetings conducted by Track under license from the CHRB for the period of October 19, 2022 through December 20, 2022 (the "Term").

2. Purse Distribution.

a. Track and TOC acknowledge and agree that disbursements made by Track to TOC, and to individual horse owners in the form of purses, will be governed by the provisions of this Agreement and the Horse Racing Law, Article 9.5, Article 9.2 and any other provisions regarding purses in any other Articles in Chapter 4, Division 8 of the Business and Professions Code. All moneys available for purses generated from the pari-mutuel handle and other sources, including but not limited to, underpayments from prior race meets, deposits by TOC, and interest on the Paymaster Account, shall be held in a separate trust account pursuant to section 19597.5 of the Business and Professions Code for the sole benefit of horsemen and shall not be

commingled with monies belonging to Track. In this regard, the Track and TOC shall make those funds available for purses and bonuses. Nothing contained herein is intended to change, modify or amend the settlement agreement dated January 5, 1991, with respect to interest on the Paymaster Account.

b. Track further agrees that its Horsemen's Paymaster of Purses will make owners' purse monies available upon request seventy-two (72) hours after the race is declared official for pari-mutuel purposes, regardless of whether Track has received the results from the testing laboratory providing that such distribution is consistent with applicable rules, regulations, and laws of the CHRB. In the event that a horse tests positive and is disqualified or otherwise ineligible to receive purse money, Track shall continue to employ its current practices to attempt to recollect such amount. Track will redistribute the purse to the new winner(s) as a result of such disqualification or ineligibility. However, in the event that Track is unsuccessful in collecting such amount, Track shall not be liable for the amount of purse money distributed, and TOC shall be ultimately responsible for the re-collection of such distributed amount; provided further that if Track is unsuccessful in recollecting the amount TOC shall be liable for the amount redistributed to the new winner(s).

3. Distribution Estimated.

a. Track and TOC acknowledge and agree that it is in the best interest of racing in Northern California to attempt to provide uniform purse levels throughout the racing year for race meets conducted by Track. Track and TOC have concluded that such uniform purse levels will enhance the chances of owners continuing to race their horses and of owners moving horses to Northern California.

b. In recognition of the need to stabilize purses at race meets conducted by Track, and to project a uniform purse schedule, it is understood by the Parties that excesses and deficiencies of purse funds (underpayments and overpayments) shall be carried over to the Track's next race meeting.

c. Representatives of Track and TOC shall consult with each other during each individual race meet of the Term for the purpose of making estimates and acting thereon so that purse monies distributed will closely approximate the amount available under Section 2 of this Agreement. Track shall provide to TOC prior to each individual race meet which takes place during the Term and on a weekly basis during such individual race meet, for TOC's information, Track's projections (and supporting documents) of estimated purses for such individual race meet. In addition, Track shall provide to TOC on a weekly basis with a calculation of the total purses generated in the previous week of live racing and the aggregate overpayment or underpayment of the purse account factoring in the previous week's results.

d. Track shall instruct CHRIMS to give TOC access to Track's information that it has historically received. Additionally, Track shall provide TOC with a weekly purse report including calculation of purse revenues generated in such week and purses paid by race day and individual race. Track and TOC shall review the amount of purses generated and the amount of purses paid at the end of each individual meet which occurs during the Term with the

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understanding that any errors discovered that result in either an overpayment or underpayment will be addressed by the parties in the establishment of purse levels for the next meet at Golden Gate Fields as mutually agreed upon by TOC and Track.

4. Daily Mutuel Handle.

a. The projection for overnight purses for the Term is attached as Exhibit A. Notwithstanding anything to the contrary in this Agreement, if it appears to Track and TOC that purses generated are meaningfully above or meaningfully below those projected in Exhibit A, such that it becomes reasonably necessary to revise the projections of Exhibit A, purses may be increased or decreased with the written consent of both Parties, such consent not to be unreasonably withheld. Nothing in this Section 4 shall preclude retroactive payment of purse monies, the terms and amounts of which to be reasonably determined by the Parties.

b. On a regular basis, representatives of Track and TOC shall consult with each other for the purpose of making a determination as to whether purse monies are being generated as anticipated by Exhibit A and as to whether purse monies are being distributed as therein contemplated.

c. Purse reductions, if any, shall be applied uniformly to overnight purses until such time as the reductions result in a projection by Track and TOC for stakes purses of fifteen percent (15%) of the Net Racing Distribution, unless otherwise agreed. At such time as the projected Net Racing Distribution for stakes purses reaches fifteen percent (15%), any further reduction of purses shall be applied uniformly to the then announced stakes program (except for Graded Stakes), as well as overnight purses, unless otherwise agreed. In no event shall Track be obligated to supplement purses.

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

e. Notwithstanding anything to the contrary in this Agreement, if it appears to Track and TOC at any time during the Term that the purses generated from all forms of wagering will be substantially increased above that which was initially anticipated, the excess shall be used to increase overnight purses, prospectively unless otherwise agreed upon by Track and TOC.

f. All amounts carried over for purses, if any, to Track's next meet shall accrue reasonable interest commencing at the conclusion of the meet which resulted in there being a carry-over and continuing until the start of Track's next meet.

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5. Gross Racing Distributions.

a. Whenever the term "Gross Racing Distribution" is used herein, it shall mean and refer to those portions of the funds handled in Track's pari-mutuel pools which Track is required to distribute as purses pursuant to the provisions of this Agreement and the current provisions of the California Business and Professions Code, including but not limited to, §§19491(b), 19491.5, 19491.6, 19596, 19598, 19601, 19602, 19611(d), 19611.5, 19613, 19616, and 19641 and reduced by the amount of overpayment of purses, if any, during Track's prior meet.

b. The Gross Racing Distribution shall include unclaimed refunds ("outs"), if any, from Track's previous year's meet as provided in Section 19601(d) of the California Business and Professions Code and shall also include repayments to the purse account from the previous year of all amounts due under 19604(f) of the California Business and Professions Code.

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

6. TOC and CTT Distributions.

a. Track shall pay to TOC and California Thoroughbred Trainers, Inc. ("CTT") during the Term the sums required by Section 19613(b) of the California Business & Professions Code. Specifically, Track shall pay one percent (1%) of the amount available to thoroughbred horses for purses to TOC and a total of one and one-half percent (1-1/2%) to CTT and the Horsemen's Pension Fund as required by law. The amounts payable to TOC and CTT pursuant to this provision shall be referred to collectively, as "TOC and CTT Distributions."

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

7. Net Racing Distributions.

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

i. TOC and CTT Distributions paid pursuant to Section 19613(b) of the California Business and Professions Code;

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ii. Funds authorized by TOC to be paid to NTRA in accordance with Section 19613.05(a) of the California Business and Professions Code, if applicable; and,

iii. Funds authorized for the Cal-bred Maiden Bonus Program.

By way of example only, and solely for clarification, if during an individual race meet which takes place during the Term, Track's Gross Distribution were $1,000,000, TOC would receive one percent (1%), $10,000; 1-1/2% would be distributed to the CTT and to the Horsemen's pension fund as required by law; up to 1-3/4% would be distributed to TOC for NTRA. The Net Racing Distribution would be $957,500.

b. Except as otherwise agreed upon herein, Track shall pay to overnight purses during each individual race meet which occurs during the Term, as additional moneys, any unpaid surplus projected to be due from the appropriate satellite wagering corporations' two and one-half percent (2-1/2%) fund (hereinafter the "Satellite Fund") as projected to be generated during each individual race meet which occurs during the Term. Said additional moneys shall be considered part of the Gross Racing Distribution. Track shall pay from such surplus two and one-half percent (2-1/2%) thereof to TOC and CTT in the same percentages as provided in Section 19613(b) of the California Business and Professions Code and up to one and three-quarter percent (1-3/4%) as provided in Section 19613.05(a) of the California Business and Professions Code, if applicable. In the event of a deficiency in the Satellite Fund such that moneys were paid to overnight purses during any of the individual race meets which occurs during the Term which otherwise would not have been paid if the exact amount of the Satellite Fund had been known at the time of overnight purse distribution, then such excess payments by Track shall be deducted from Track's next meet.

8. Racing Programs.

a. Stakes Programs.

i. From the total Net Racing Distribution available for each individual meet which takes place during the Term, owner's money shall not be used for stakes in excess of the stakes schedule attached hereto and made a part hereof as Exhibit C, unless otherwise agreed upon by Track and TOC.

ii. With respect to all races in which the stakes purse is guaranteed by Track, all fees advanced by owners/trainers, including but not limited to, nomination, entry, sustaining, starting fees, and supplemental fees which are in excess of the amount of the guaranteed purse shall be returned to the overnight program for use during the Term.

iii. When a division of a stakes event is necessary, it is agreed that Track will not increase the purse by more than fifty percent (50%) of the purse originally scheduled; provided, however, that each stake will run for at least the minimum purse for its black type or graded status. Additional purse money paid as the result of splitting a stakes race shall be considered stakes money and shall not be considered overnight monies. Track shall not

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split a stakes race without first obtaining the approval of TOC, which approval shall not be unreasonably withheld.

iv. Stakes races will carry high weight preferred and/or stakes winners preferred clauses, with the field to be limited to the number of stalls in the starting gate. Except for races where purses are supplemented by Breeders' Cup, all One Hundred Thousand Dollar ($100,000.00) or more stake races will be guaranteed stakes and shall require total fees of at least one percent (1%) of the gross purse for each starter.

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

vi. It is contemplated that Track may decide to increase the purse above the amount of the purse already published for selected stakes races and may, alternatively, desire also to write a new stakes which is not included in the list attached hereto as Exhibit C for promotional reasons. In the event Track desires to increase the purse above that set forth in Exhibit C or write a new stakes not included in Exhibit C, and purse funds generated from pari-mutuel handle will be meaningfully more than that generated at Track during the prior year, TOC agrees it will allow the use of such excess purse monies for stakes to the extent that purses for stakes paid during the Term do not exceed 20% of the projected Net Racing Distribution, provided further that Track shall obtain the written approval of TOC as to the specific new stakes races selected and specific stakes races for which Track intends to increase purses, which consent shall not be unreasonably withheld.

vii. Track shall provide TOC at least seven days prior written notice of any proposed increase in purses for stakes races listed in Exhibit C or any proposed new stakes races not included in Exhibit C.

viii. Track agrees to use its commercially reasonable efforts to submit a tentative stakes schedule for each individual race meet during the Term to TOC at least four (4) months, but in no event less than two (2) months, prior to the first day of the subject race meeting.

ix. The Schedule of Fees, including but not limited to nomination fees, sustaining fees, entry fees, starting fees, and supplemental fees previously announced for the above-referenced stakes races shall not be reduced during the Term.

x. Track shall not cancel any stakes race without first obtaining the prior written approval of TOC, which approval shall not be unreasonably withheld.

xi. For all stakes races offering a purse of $100,000.00 or more, horses competing in such races shall be placed under surveillance for a period of not less than 6 (six) hours in advance of the scheduled start of the race. For the purposes of this provision,

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

b. Overnight Program.

i. Track is encouraged to, and may from time to time, present overnight-type stakes races to replace what would otherwise have been featured high-purse allowance races. Each such race offered shall be subject to obtaining the prior consent of TOC, which consent shall not be unreasonably withheld, and, unless otherwise expressly approved by TOC, purse moneys offered and paid shall not deviate from that authorized pursuant to the approved purse schedule, but will not be deemed a part of the total stakes purses. The owner of each horse entered in such races shall be required to pay a reasonable nomination, entry, and/or starting fee.

ii. In the event that any overnight stake race has four (4) separate wagering interests, with at least three different trainers, and Track desires to cancel such overnight stakes race, Track must receive TOC approval in writing in advance of canceling any such race, which consent shall not be unreasonably withheld.

iii. Without prior consultation and written approval of TOC, Track shall not schedule nor use any purse moneys for the purpose of conducting an "exhibition" or "match" type races, or any type of racing other than thoroughbred racing as provided for herein during any individual race meet which occurs during the Term. Notwithstanding the foregoing, Track may conduct six (6) Arabian races during the Term so long as: A) no Thoroughbred purse money is used in such races, B) such races will not replace a Thoroughbred race otherwise scheduled to be run, and C) all purse generation during the Term from the Arabian races will accrue to the TOC.

iv. During the Term, Track and TOC agree that the terms and conditions attached to overnight races and purses shall be as follows:

A. The minimum claiming price, other than maidens, will be $3,200;

B. The minimum purse, for all races other than maiden races, shall be the rate as set forth on Exhibit B;

C. The minimum claiming price for two-year-old maidens will be $12,500.00 for the Winter-Spring and Summer meets and $8,000.00 for the Fall meet, and $5,000 for maidens three years old and upward;

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D. The minimum purse for maiden races shall be the rate as set forth on Exhibit B;

E. Purses for straight maiden races shall be a minimum of $30,000; In the event Track receives TOC approval to conduct two (2) furlong Maiden Allowance Races for two-year-olds, the minimum purse shall be mutually agreed upon by Track and TOC;

F. The minimum distance for which Track will offer a race for two year-olds shall be two (2) furlongs. No such race shall be offered before March 1st.

G. Purses paid for two-and three-year-old horses shall be equal to purses paid for races for older horses for the same type of race;

H. Purses for "Cal-bred" races, excluding supplements from the California Bred Race Fund, shall be equivalent to purses paid in "open" races for substantially the same class and conditions;

I. Overnight purses shall not exceed the rate as set forth on Exhibit B per race provided further that Overnight stakes shall not exceed the rate as set forth on Exhibit B or C, as applicable, per race excluding any purse money generated from the Cal-Bred Fund and the TOC Cal-bred Incentive Program;

J. Purses for all races during the Term will be divided as follows unless otherwise mutually agreed upon by Track and TOC:

I. Sixty percent (60%) of the purse to first;

II. Twenty percent (20%) for second;

III. Twelve percent (12%) for third;

IV. Six percent (6%) for fourth; and,

V. Two percent (2%) for fifth.

K. A "Participation Purse" in the amount of $450, or such other amount which is mutually agreed upon by Track and TOC, funded from the purse account, shall be paid to all starters effectively finishing 6th or worse in any race, and to fifth place finishers if their share of the purse is less than the Participation Purse, wherein said fifth place finisher will receive an aggregated maximum of the Participation Purse. For purposes of the payment of such participation purses, a "starter" means any horse that which leaves the gate at the official start of a race, and is considered a legal starter by the Stewards.

L. A schedule of types and conditions for all overnight races to be run by Track during the Term and purses paid for such races is attached hereto as Exhibit

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B. Track shall not schedule any different type of race, provide for different conditions or change purses from that provided in Exhibit B without first obtaining the written approval of TOC, which will not be unreasonably withheld;

M. Unless otherwise agreed upon by Track and TOC, entries will be taken not less than three (3) calendar days prior to the day on which such entered horses are scheduled to run; and,

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

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

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

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

iii. The interest earned on the Paymaster of Purses Account which was not used for Special Purses during any individual race meet during the Term shall be held by Track in an interest-bearing account until Track's next meet and then used for purses during the Track's next meet.

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

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

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horses finishing first as provided in Section 19614.4(a) and (b) of the California Horse Racing Law.

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

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

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

iii. The following are the workout criteria that will be in effect during the Term. The minimum official, recorded workout distances and number of works for horses to run at Track during the Term are as follows:

A. Two Year Olds:

I. First time starters in races two furlongs; three works; one of which is at least ¼ mile and a gate okay.

II. First time starters in races under 6 furlongs (not including two furlongs); three works; one of which is at least ½ mile and a gate okay.

III. First time starters in races 6 furlongs or over; three works; one of which is at least 5/8 mile and a gate okay.

B. Three Year Olds and Upward:

I. First time starters: three works, one of which is at least 5/8 mile and a gate okay.

II. Non-starters for:

(1) 30 days – one work at least 3/8 of a mile within those 30 days;

(2) 60 days – two works, one of which is at least 5/8 mile, or two ½ mile works, with one of the works being within the past 30 days;

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(3) 90 days – three works; with at least two works during the last 60 days, one of which is at least 5/8 of a mile or both being ½ mile, with at least one of the works being within the past 30 days.

C. Horses eased or placed on the stewards' list for poor performance will be required to show a 5/8 mile work since that race except for two year olds running less than 5/8 of a mile who will be required to work race distance;

D. Horsemen seeking to enter a horse not meeting the workout criteria must obtain the permission of the Stewards;

E. Imported Horses: The workout requirement will be waived for horses entering in a stakes race within seven days of clearing USDA quarantine, unless otherwise approved by Stewards, provided that the country of origin's racing jurisdiction has no provision for timed workouts;

iv. No owner, trainer, or veterinarian may have possession of any shockwave therapy or equivalent device while within Track's enclosure during the Term, except as expressly authorized by Track. Any owner, trainer, or veterinarian found to be in possession of such device(s) during the Term may be excluded from the enclosure for a period of not less than 10 days, at the sole discretion of Track. The identity of any owner, trainer, or veterinarian authorized or found to be in possession of such device(s) shall be disclosed to an appropriate representative of the CHRB, TOC, and CTT within 48 hours of the device's authorization or discovery.

v. Provided that the following conditions are satisfied, Track agrees to permit the scratch of a bona fide entry so long as at least six (6) horses entered remain in the race: A) the scratched bona fide entry has already been entered into a subsequent race at the Track on either of the next two following race days and B) the Stewards approve the scratch.

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

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

viii. In the event a race offered in the "Condition Book," including but not limited to a "Substitute" or other alternative race, and an "Extra" race published elsewhere receive the same number of entries, the race published in the Condition Book shall be considered the preferred race, and will be utilized before any Extra Race to make the card go. Should a drawn race or races be cancelled due to an act of God or otherwise, Track shall make every effort to offer said races to horsemen as Extra Race(s) as soon as possible. Further, said race(s) will

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have preference over Substitute or other alternative race(s), and Extra races published elsewhere receiving the same number of entries, Track shall make every effort to inform horsemen of such preference when races are published. Further, should Track elect to use an Extra over a filled Substitute race, it shall immediately notify TOC and explain the rationale for the decision.

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

x. If and when allowed by government regulations, Track agrees to provide free clubhouse seating to the owner or owners of a horse competing in a race, on the day of the race. The owner or owners of a horse competing in a stakes specified on Exhibit C (not including overnight stakes) shall be the guest of Track in its Turf Club or Directors' Room, and will be provided complimentary meals, excluding bar service, for a maximum of four (4) individuals per horse competing; and

xi. During the Term, within 48 hours of receipt of a written request from TOC, Track agrees to provide to TOC, in written and/or electronic form, such Incompass services data as is reasonably necessary to respond to TOC's request.

xii. Track agrees that should it decide to cancel a race or day of racing after entries have been drawn for that race or race day, it will reimburse the owners of all such horses affected the actual cost of any reasonable veterinary fees and/or any reasonable transportation costs incurred as a result of being entered to run in any race cancelled by Track. Said reimbursement is intended to apply to situations in which the Track has unilaterally decided to cancel a race or race day due to its own negligence or that of its agent[s], or voluntarily for reasons of its own choosing, but shall not apply to cancellations caused by acts of God or as otherwise specified herein below in Section 16, or as a result of the intervening unforeseen acts of independent third-parties, or with the written consent of TOC. Track and TOC agree to meet for the purpose of fairly determining the reason or reasons for the cancellation of a race or races that have been drawn.

xiii. TOC understands and agrees that the Track has adopted a No-Slaughter Policy ("Policy"), which shall be in effect during the Term. TOC shall make a reasonable effort to inform its members of the policy and to encourage each to honor that Policy. Specifically, TOC will notify it's members that the Policy imposes on any owner and trainer stabled at a Track owned facility or competing in a race run at a Track owned facility, who directly or indirectly participates in the transport of a horse from a Track owned facility to either a slaughterhouse or an auction house engaged in selling horses for slaughter, shall be prohibited from any allotment or use of a stall or stalls at Track, or other off-track stabling facility over which Track exercises any control or indirectly funds. The Policy is also intended to apply to any actions related to the transport of a horse from a Track owned facility where the ultimate intended result is the horse's slaughter.

xiv. Track agrees to provide anyone leading a horse to the paddock for the races a numbered vest identifying the horses' post position. It is intended that such vest will

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be worn from the time the horse leaves the receiving barn until the horse leaves the paddock for the post parade. Vests will be provided at Track's expense without right of reimbursement from TOC, the individual owners, and/or their trainers.

9. Uniformity and Consistency.

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

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

c. Track agrees to submit to TOC a draft of each proposed Condition Book at least forty eight (48) hours prior to the date it is sent to the printers to enable the TOC to review such Condition Book.

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

e. Track agrees to use its commercially reasonable efforts to make its first Condition Book for each individual race meet during the Term available to horsemen at least 10 days prior to opening day.

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

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

10. Changes to Race and Eligibility Requirements. Except as expressly authorized herein, absent prior agreement with TOC, Track shall not, during any individual race meet which takes place during the Term, implement or put in place any change to the overnight purse

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structures, minimum purse awards, minimum claiming levels, or eligibility requirement, as set forth in the first Condition Book for each individual race meet which occurs during the Term, nor shall Track change or modify the conditions of the meeting set forth in Track's stall application form or contained within the first Condition Book.

11. Number of Horses in a Race.

a. When six (6) horses or more are entered in an allowance race set forth in the Condition book and there are six (6) separate wagering interests, and provided such horses are either stabled on the grounds or at an authorized Northern California auxiliary facility, such race shall be considered filled and shall run. It is also agreed by the Parties that the Racing Secretary has the discretion to use allowance or high priced claiming races with five (5) separate wagering interests in order to maintain a balanced racing program.

b. For all other overnight races set forth in the Condition book, except as otherwise provided herein, when seven (7) horses are entered under at least seven (7) separate wagering interests and (7) separate trainers, and provided such horses are either stabled on the grounds or at an approved auxiliary stabling facility, if any, such race shall be considered filled and shall run. It is also agreed by the Parties that the Racing Secretary has the discretion to use other overnight races set forth in the Condition book when seven (7) horses are entered under at least seven (7) separate wagering interests and less than (7) separate trainers, except in Cal-bred maiden allowance races wherein six (6) separate wagering interests shall constitute a full field provided that the six (6) separate wagering interests are stabled in Northern California.

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

12. Maiden and Cal-bred Races.

a. Provided that sufficient horses within the following classifications are available upon the grounds or on other grounds, if any, which furnish horses for racing at each individual race meet which takes place during the Term, and are ready to participate in such scheduled races, Track will run an average of not less than 2.5 maiden races per day during such race meet, and will, in addition, use reasonable efforts to increase the average to 2.6 maiden races per day.

b. It is also understood and agreed that Track will use its commercially reasonable efforts to provide an average of one (1) race each racing day for Cal-Breds, as provided for and in accordance with Rule 1813 of the CHRB Rules and Regulations. In the event a Cal-Bred race does not fill and is opened up for horses other than Cal-Bred horses, then and in that event, the Cal-Bred horses shall be preferred.

c. A Cal-bred allowance race shall not be opened up in the event that there is a minimum of six (6) betting interests entered (with all six stabled on the grounds or at an offsite

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stabling facility, if any such site is used by Track). Cal-bred claiming races for a claiming price of $12,500, or less, shall not be opened up in the event that there is a minimum of eight (8) betting interests entered (with at least six (6) stabled on the grounds or at an offsite stabling facility, if any such site is used by Track). Cal-bred Claiming Races higher than $12,500 shall not be opened up in the event there are a minimum of seven (7) betting interests entered (provided at least six (6) are stabled on the grounds or at an offsite stabling facility, if any such site is used by Track).

d. The provisions of Section 11 would also apply to the number of qualifying Cal-bred betting interests when determining when a race is full and shall be run and listing the names of the horses that did enter.

13. Stall Assignments.

a. Track shall, during each individual race meet which occurs during the Term, provide the number of stalls as required pursuant to its license to conduct a race meet. In the event that stalls at an off-site location are required for Track to comply with the number of stalls required pursuant to its license, such stalls will be in good condition for stabling and approved by CHRB; provided, however, that stalls at the off-site location will only be made available so long as such can be accomplished without compensation of any nature whatsoever, direct or indirect, by Track other than such compensation as provided for under the Stabling and Vanning Fund as set forth in the California Horse Racing Law. In the allocation and assignment of stall space for thoroughbreds, so long as owner is duly licensed, Track will not discriminate in any way against any owner by reason of membership of any owner in TOC, or by way of any arbitrary or capricious conduct by Track. If any owner asserts that the Stall Committee of Track shall have so discriminated on such ground or grounds, then the owner claiming to be so aggrieved shall submit his claim to TOC, for examination, and if TOC shall then believe the claim to have merit, TOC shall be entitled to present the merits of the grievance on behalf of such owner to Track.

b. Track agrees to use its commercially reasonable efforts to provide stalls to horses that are in condition to train and run at each individual race meet which occurs during the Term; it being further agreed that horses recovering from injuries should not be laid up in stalls provided by Track. Stalls will be allocated and made available, without charge, to those thoroughbred horses for which stalls have been approved by Track's Racing Secretary. Stalls shall be assigned only to thoroughbred trainers engaged in the care and training of thoroughbreds which Track has approved and to which Track has allocated stalls to prepare for racing. Track's obligations to furnish and allocate stalls shall be subject to Track's right to withdraw stalls allocated to horses not currently approved for racing or preparation for racing, or not actually training for racing, and to Track's needs for access to such stalls for repairs, maintenance, and construction.

c. It is the intention of Track that stall allocations shall be made primarily on the basis of the quality and condition of the horses for which stall space is requested, upon the availability of stall space, taking into consideration the character of each individual race meet which takes place during the Term and the horses and trainers suitable for the holding of such

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race meet. Notwithstanding the foregoing, recognizing the significant and ongoing expense increases of the current stabling and vanning system in California and the unsustainable deficits such system has created, the Parties agree to develop a sustainable economic model that prevents the use of auxiliary stabling, if any, for horses who do not participate regularly at California tracks in such manner as a reasonable person would expect for a horse receiving full stabling and vanning, if any, cost subsidies. The Parties will meet monthly during the term of this agreement, until a mutually agreed to solution has been reached.

d. Track shall not initially allocate more than sixty (60) stalls to any one trainer. Following allocation of stalls which shall not exceed sixty (60) to any one trainer should Track determine that the number of available stalls exceeds the number of qualified and eligible horses which have been initially allocated stalls, Track may allocate, on an equitable basis, up to seventy-five (75) stalls to any one trainer, and following the spirit and intent of this Section, in excess of sixty (60) stalls to any one trainer after first obtaining the written approval of TOC, which will not be unreasonably withheld. The intent of this provision is to ensure fair and reasonable consideration of all applications by Track, so that no one trainer may be awarded in excess of sixty (60) stalls until such time as all applications for stalls for eligible and qualified horses have been reviewed, considered, and stalls have been reasonably provided to those horses which have been determined to meet Track's eligibility and qualification requirements. The allocation of more than sixty (60) stalls to any trainer shall be based upon such trainer's historic start record. To the extent that Track allocates more than 60 stalls to any one trainer based on the foregoing, Track agrees to immediately notify TOC of the actual number of stalls that have been allocated to such trainer.

e. In an effort to promote safety, Track agrees that its stalls will be ready, available, and allocated, and the main track will, with respect to each individual race meet during the Term, be open, available, and in condition for training three (3) days before and two (2) days after each individual race meet which occurs during the Term.

f. Track shall use commercially reasonable efforts to keep the main track and grass course in a safe condition during each individual race meet during the Term and while the main track and grass course are open for training preceding and during the Term.

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

15. First Post Time. All Post times for each individual meet which occurs during the Term must be submitted for approval of the CHRB in Track's initial application for license. Any changes requested in Post time following the opening of any individual meet which occurs during the Term must be submitted concurrently to CHRB and TOC.

16. Interrupted Racing Schedules: Force Majeure. If Track for any reason beyond its control, such as, but not limited to: an act of God; war; labor difficulties; strikes; order of any governmental authority directing cessation of racing; failure of Track to obtain the necessary racing license from the CHRB, failure of TOC to comply with TOC's obligations hereunder; and/or destruction of the racing plant of Track by fire or other casualty shall be prevented from

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conducting one (1) or more days of scheduled thoroughbred racing, then sums otherwise payable by Track hereunder shall be proportionately reduced for each day that Track is prevented from operating.

17. Stabling at and Vanning from Auxiliary Stabling Facilities. In the event that stalls at an off-site location are required during an individual race meet which occurs during the Term for Track to comply with the number of stalls required pursuant to its license:

a. Track shall notify the CHRB and TOC which off-site location will be used as an auxiliary stabling facility; provided, however, that stalls at the off-site location will only be made available so long as such can be accomplished without compensation of any nature whatsoever, direct or indirect, by Track other than such compensation as provided for under the Stabling and Vanning Fund as set forth in the California Horse Racing Law. If agreed upon in writing by Track, TOC, and CTT, the auxiliary training facility maybe closed for training purposes one day per week.

b. Track agrees to provide a regulatory veterinarian at such auxiliary stabling facility on an "as needed "basis to provide trainers and owners the opportunity to have any horse or horses removed from the vet's list. This regulatory veterinarian would observe the required work and draw blood at the off-site location so that the horse can be removed from the Vet's list without having to be shipped to the on-track facility.

c. Intentionally Omitted.

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

18. Accessibility to Track. Track agrees that at least one (1) gate will remain open twenty-four (24) hours daily permitting access to the backstretch for all licensed personnel. Track further agrees to permit all licensed personnel to use the designated parking area adjacent to said gate for purposes of parking personal vehicles, not trailers, free of charge.

19. Anti-Monopoly Provision.

a. Track acknowledges TOC's interest in assuring that horsemen will, during the Term, have the opportunity to procure and receive supplies, services, utilities, transportation, and other facilities required by the horsemen at a competitive cost or price usually available in a free enterprise marketplace. Accordingly, Track agrees not to limit this free enterprise system of competitive service and supply to the horsemen by means of Track entering into any agreement or otherwise seeking to establish or impose upon the horsemen a monopoly of restrictive servicemen or suppliers who would have exclusive access to the horsemen's needs or requirements. Horsemen independently arranging for such supplies, services, utilities, transportation, hot walkers, and other facilities must strictly comply with liability protections, insurance, and safety standards required by Track of all third-party vendors.

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b. TOC acknowledges that Track must provide, maintain, and control reasonable access to and from Track property; security for persons and property; traffic regulation; and numerous other activities related to the racing industry. According, TOC agrees that Track may, for a reasonable and proper cause, restrict or prohibit any serviceman, supplier, or vendor from having access to the grounds and the horsemen. Track agrees to provide TOC written notice at least 24 hours before a particular serviceman, supplier, or vendor will be denied further access or privileges to Track grounds or property unless circumstances arise which make it not feasible for Track to provide such notice to TOC.

c. Notwithstanding anything to the contrary herein, Track shall have the right to enforce the provisions of its contract, to the greatest extent permitted by law or the CHRB, with WestWalk Inc. to be the exclusive provider of hot walking machines.

20. Credentials.

a. Track agrees to provide owner/trainer stickers or other appropriate credentials to all licensed personnel either employed on or with horses stabled on the grounds, at an authorized auxiliary stabling facility, if any are required to comply with the terms of its license, or whose horse has competed or is scheduled to compete at any individual race meet during the Term.

b. Track further agrees to issue to all TOC Board members and its President, and authorized TOC personnel, North and South, VIP or "officials" credentials for each individual race meet during the Term, including but not limited to, an "official's" pin and clubhouse, or equivalent guest pass. The designated Northern California authorized personnel shall be provided with a parking place.

21. Training Facilities.

a. At all times during the Term that Track is scheduled to be open for training, Track will cause the main track to be open for training at 6:00 A.M. (roof lights when necessary), and to remain open until 10:00 A.M. a minimum of six (6) days of the week.

b. It is the intent of Track and TOC that the main track will be maintained by Track in a good and safe condition (except in the event of a water shortage or other unforeseen conditions of which Track has notified TOC) and be available for training six (6) days a week on each day horses are stabled at Track and Track is scheduled to be open for training.

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

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Track shall continue to employ its "Emergency Medical Plan" for racing and training hours. Track agrees that in the case said ambulance is unavailable for any period of time during training hours, Track, TOC, and CTT shall confer and decide on an appropriate length of time, if any, to extend training hours.

d. Should a situation arise where Track foresees significant penalties for power usage or conservation measures are imposed by the State of California, training hours may be altered following discussion with the TOC.

22. Owners' Proprietary Rights.

a. Track agrees that it will not utilize the name, image, or likeness of a particular horse for a promotional or commercial purpose, other than the promotion of live racing, simulcasting, and wagering on the outcome thereof, e.g., the sale of merchandise bearing the name or likeness of a horse, absent the consent of the individual owner or owners of said horse. Track agrees it will reasonably compensate said owner or owners for the use of such name, image, or likeness.

b. Track acknowledges that, in the context of simulcasting, televising, and the rebroadcasting of races, the proprietary rights created by the collective image of the race belong to all owners participating in a given race meeting subject to applicable law. By virtue of the CHRB's recognition of TOC as the official owners organization, its Rules and Regulations of Racing, and applicable provisions of California and Federal law, Track agrees to negotiate exclusively with TOC as to the consensual use of the collective image of the race for purposes of simulcasting, televising, and the rebroadcasting of races to the extent required by applicable law. Track shall not enter into or seek to enforce any exclusive agreement or contract to simulcast, televise, broadcast, or re-broadcast thoroughbred races conducted at Track without TOC's advanced written consent, including without limitation any extension, amendment, or other modification to the existing agreement that has been entered into by Track or its affiliated or parent companies that is set to expire in 2021.

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

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d. TOC, on behalf of all owners participating during the Term, further agrees that the nomination of or entry of a horse into a race shall be deemed to be authorization for Track to use the name, image, or likeness of individual horses for promotion of attendance at and wagering on such races, whether live or at simulcasting locations.

e. The parties acknowledge that the proponents of the California Sports Wagering Regulation and Unlawful Gambling Enforcement Act (the "Sports Initiative") have secured sufficient signatures for this proposition to be a statewide ballot initiative on the November 2022 ballot in the form set forth on Schedule 1 and that the Sports Initiative would provide Track the ability to conduct sports wagering year round at Track on condition Track continued to conduct live Thoroughbred racing. The TOC contends that all net revenues resulted from such sports wagering activity should properly be treated in the same manner as parimutuel wagering (e.g., 50-50 split between Track and TOC purse account) given the express requirement for Track to continue to conduct live racing as an ongoing condition for the right to accept sports wagers under the Sports Initiative. TOC is hereby giving notice to Track pursuant to this section 22(e) that it does not intend to enter into future horsemen's agreement with Track beyond this 2022 Fall Agreement that do not satisfactorily address the TOC's request for equal sharing of net revenues from wagering to be conducted by Track pursuant to the Sports Initiative. Track has not agreed to share net revenues from sports wagering by Track with the TOC pure account but acknowledges TOC's position on the issue.

23. Race Sponsorships.

a. Track shall retain all compensation, of any nature or kind received, for any sponsorship which it sells.

b. If the TOC would like to sell a race sponsorship and has a prospective race sponsor, the TOC shall meet with Track to outline the terms of the prospective sponsorship, and TOC and Track shall use good faith efforts to come to a mutually agreeable arrangement for the sale of the sponsorship and the allocation of the proceeds.

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

25. Interstate Simulcasting (Export).

a. TOC's consent to interstate simulcasting is required in accordance with the Federal Interstate Racing Act of 1978. Prior to each individual race meet during the Term, Track will request the consent of TOC to simulcast its races to interstate brick and mortar locations and interstate advanced deposit wagering providers (collectively "Simulcast Locations"). Additionally, after the start of an individual race meet, Track may request TOC's consent for additional Simulcast Locations to accept the simulcast of its races. TOC consents to the simulcast of the races in accordance with the terms and conditions of TOC's consent letters, which letter TOC shall, using reasonable efforts, issue within seventy-two (72) hours (excluding Saturdays and Sundays) after receipt of such request. Said consent letters may provide for

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cancellation of consent by TOC at any time with at least three days prior written notice to Track for specified reasons. If Track objects to such cancellation the matter may be submitted by Track to the CHRB for hearing as provided in Section 33(d).

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

26. Interstate Simulcasting (Import). Track and TOC desire to import simulcast races from out-of-state locations. The Parties agree that any and all such imported interstate simulcasts shall be undertaken pursuant to existing California law including, but not limited to, Business & Professions Code Section 19601(j). In addition, Track agrees to provide TOC prior notification of the terms of any oral or written agreements and copies of written agreements with out-of-state locations from whom Track intends to import races for wagering purposes. Purse money and commissions generated from wagering on imported races from out-of-state locations shall be divided in accordance with the applicable provision of the California Business and Professions Code.

27. International Simulcasting (Export).

a. Prior to each individual race meet which occurs during the Term, Track will request the consent of TOC to simulcast its races to international locations. Additionally, after the start of an individual race meet, Track may request TOC's consent for additional locations to accept the simulcast of its races. TOC consents to the simulcast of the races in accordance with the terms and conditions of TOC's consent letters, which letter TOC shall, using reasonable efforts, issue within seventy-two (72) hours (excluding Saturdays and Sundays) after receipt of such request. Said consent letters may provide for cancellation of consent by TOC at any time with at least three days prior written notice to Track for specified reasons. If Track objects to such cancellation the matter may be submitted by Track to the CHRB for hearing as provided in Section 33(d) herein.

b. With respect to the export of simulcast races internationally which are not commingled into Track's pools, the compensation paid shall be equally divided between commissions for and purses at Track.

28. International Simulcasting (Import). Track and TOC desire to import simulcast races from out-of-country locations. The Parties agree that any and all such imported international simulcasts shall be undertaken pursuant to existing California law including, but not limited to, Business & Professions Code Section 19601(j). In addition, Track agrees to provide TOC prior to consummation thereof contents of oral agreements and copies of written

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agreements with out-of-country locations from whom Track intends to import races for wagering purposes. Purse money and commissions generated from wagering on races imported from out-of-country locations shall be divided in accordance with the applicable provisions of the California Business and Professions Code.

29. Intrastate Advance Deposit Wagering ("ADW"). Track has requested the consent of TOC to the simulcast of races conducted at Track during each individual race meet which takes place during the Term for the purposes of intrastate advance deposit wagering by and/or wagering instructions to California licensed advance deposit wagering providers pursuant to California Business & Professions Code, section 19604(b)(1)(C) and the Interstate Horseracing Act, 15 USC 3001, et. Seq. TOC shall provide its consent on a case-by-case basis for each ADW provider by a separate consent letter.

30. Fire and Disaster Insurance.

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

b. Other than Track's obligation set forth in subsection (a) above, if any, Track is not responsible for the purchase of any insurance policy covering horses and/or property owned by the members of the TOC. However, in the event that all of the members of the California Thoroughbred racing industry decide to cooperate in the purchase of a fire and disaster insurance policy which covers horses and/or property owned by the members of the TOC which are stabled or located at Track, Santa Anita Park, Del Mar, Los Alamitos (Thoroughbred), or San Luis Rey Downs, and such policy has a yearly premium of $100,000 or less, Track shall upon receipt of an invoice pay its proportionate share of the yearly premium (which proportionate share shall be calculated on a reasonable basis). If an insurance policy is acquired pursuant to this subsection, the amount recovered by an owner under this insurance policy shall be credited as an offset to the liability of Track, if any.

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

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32. Track Covenants. During the Term and as long as TOC is not in violation of the terms of this Agreement or of applicable law, Track shall recognize TOC as the official organization representing owners and shall not file or participate in any action, claim, or proceeding seeking the decertification of the TOC as the official and exclusive representative of California thoroughbred owners, nor will Track engage in a lockout of TOC members.

33. Mutuality.

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

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

c. A Horsemen-Management Committee may be created, composed of such members of the TOC as TOC may designate and the President and/or General Manager, the Racing Secretary, Track Superintendent and other administrative officials to be designated by Track. All matters concerning problems of the horsemen with the Track will be referred to this committee in an effort amicably and equitably to adjust and resolve any problems which may arise.

d. If, after the execution of this Agreement, and after reasonable and good faith efforts to negotiate settlements of differences in opinion between TOC and Track, such settlements are not achieved, either TOC or Track may cause both Parties to present the matter for hearing before the CHRB as provided in Section 19613.1(c) of the California Horse Racing Law. The matter may be settled by a hearing before the CHRB or Hearing Officer appointed by the CHRB and whom shall be mutually agreed upon by TOC and Track. The decision of the CHRB or Hearing Officer, as the case may be, shall be binding on Track and TOC unless it is in contravention of applicable Federal and State law, in which case the decision may be appealed pursuant to applicable Federal and State law

34. Default. The respective covenants herein contained are concurrent, and no covenant shall be enforced by either Party hereto which at the time is in default hereunder. If any dispute shall arise hereunder, the matter may be submitted by either Track or TOC for a hearing before the CHRB as provided in Section 33(d).

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

36. Notices. Notices required to be given under this Agreement shall be sent by certified mail, return receipt requested, postage prepaid as follows, or by email.

If to Track:	Craig Fravel Santa Anita Park 285 W. Huntington Drive Arcadia, CA 91007 Craig.Fravel@stronachgroup.com
With a copy to:	David Duggan Golden Gate Fields 1100 Eastshore Hwy Albany, CA 94706 David.Duggan@goldengatefields.com
If to TOC:	Bill Nader CEO Thoroughbred Owners of California 285 W. Huntington Drive Arcadia, CA 91007 bnader@toconline.com

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

38. TOC Office Space. Track agrees to provide to TOC free, front side office space, acceptable to TOC, during the Term.

39. TOC Signage. Track shall place a TOC sign in a prominent location mutually agreed upon by the Parties on the rail of the main track. Additionally, Track shall place a TOC sign in a mutually agreed upon location within the winner's circle.

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40. Backstretch Cafeteria.

a. During the Term when horses are stabled at Track, Track will cause to be kept open on every racing day a cafeteria located on the backstretch for the patronage and convenience of owners, trainers and backstretch personnel. The cafeteria shall remain open from 5:00 A.M. to at least 6:00 P.M. on every regular race day with early afternoon post times. Periodic closing for cleaning will apply on all days.

b. During the Term when horses are stabled at Track, Track will provide the aforementioned food service during days on which racing is not conducted from 5:00 A.M. to 1:00 P.M.

41. Daily Fantasy Sports. Track and TOC acknowledge a dispute between themselves regarding the necessity of Track sharing revenues with horsemen from daily fantasy sports contests ("DFS") conducted by Track at Golden Gate Fields. TOC contends that DFS is a form of wagering and as such should be treated in substantially the same manner as the distribution of revenues from pari-mutuel wagering conducted at Track. Track contends that there is no current requirement for Track to share revenues from DFS activities with TOC. In an effort to resolve this dispute, and without in any way waiving any of the above stated positions, Track and TOC agree to engage in good faith negotiations regarding Track sharing with TOC a portion of profits derived by Track from DFS activities conducted by Track at Golden Gate Fields during the Term.

42. Historic Horse Racing.

a. Track shall not implement Historic Horse Racing at Track without first obtaining the consent of the CHRB.

b. Track shall not make more than fifteen (15) Historic Horse Racing machines available for use at Track without a written agreement with the TOC. Such written agreement shall contain terms and conditions that, among other things, (i) specify the range of takeout rates that Track will utilize for Historic Horse Racing, (ii) specify the amount of each dollar of takeout that will be paid to purses at each varying takeout level within the range, and (iii) provide for the manner in which Track can recover its costs to implement Historic Horse Racing (such costs to include capital expenditures and operating costs). Additionally, the Parties agree that when negotiating the agreement required by this subsection, neither Party shall use the economic arrangement when there are fifteen (15) machines or less as precedent for the economics of this agreement.

43. Other California Matters. The Race Day Medication Agreement is set forth in Exhibit D.

44. Miscellaneous.

a. Modifications. This Agreement constitutes the entire agreement between the Parties hereto and supersedes any and all other agreements, understandings, negotiations, or

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

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

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

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

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

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

g. Successors and Assigns. This Agreement shall be binding on and inure to benefit of the Parties hereto and their successors and assigns. This Agreement is intended to fully comply with Sections 2041 and 2042, Article 22 of Title 4, Chapter 4 of the Administrative Code (Rules and Regulations of the CHRB).

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

[Signatures follow]

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

Pacific Racing Association	Thoroughbred Owners of California
By: DocuSigned by: BD96B155F7C1457...	By: Jordyn Egan
Name: David Duggan	Name: Jordyn Egan
Title: Vice President & General Manager	Title: Executive Director
Date: 08/31/2022	Date: August 31, 2022

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Exhibit A

Projection for Overnight Purses

To be provided on a meet by meet basis – attached

Exhibit B

Overnight Purse Schedule

PURSE SCHEDULE			2021	2022	2022	2022
GOLDEN GATE FIELDS			Fall	W-S	Summer	Fall Proj
Category	Claiming	Condition				
Allowance		Open	$33,000	$33,000	$33,000	$33,000
Allowance		NW x 1	$31,000	$31,000	$31,000	$31,000
Alw/Opt Claiming	$25,000/$32,00	NW x 1	$31,000	$31,000	$31,000	$31,000
Allowance		NW x 2	$32,000	$32,000	$32,000	$32,000
Alw/Opt Claiming	$62,500/$50,00	NW x 2	$32,000	$32,000	$32,000	$32,000
Alw/Opt Claiming	$80,000	NW x 3	$33,000	$33,000	$33,000	$33,000
Claiming	$3,200	NW2 Clause	$10,000	$13,000	$13,000	$13,000
Claiming	$4,000	NW 2	$10,400	$13,400	$13,400	$13,400
Claiming	$4,000	NW 3	$10,500	$13,500	$13,500	$13,500
Claiming	$4,000	NW/Date,NW 4	$11,000	$14,000	$14,000	$14,000
Claiming	$3,200		$10,000	$13,000	$13,000	$13,000
Claiming	$4,000		$11,500	$14,500	$14,500	$14,500
Claiming	$5,000		$12,000	$15,000	$15,000	$15,000
Claiming	$5,000	NW2 Clause	$11,500	$14,500	$14,500	$14,500
Claiming	$5,000	NW/Date or NW4	$11,500	$14,500	$14,500	$14,500
Claiming	$6,250	NW 2	$11,000	$14,000	$14,000	$14,000
Claiming	$6,250	4yo&up NW 3/or 3y	$11,500	$14,500	$14,500	$14,500
Claiming	$6,250		$13,000	$16,000	$16,000	$16,000
Claiming	$6,250	NW/Date or NW4	$12,000	$15,000	$15,000	$15,000
Claiming	$8,000		$14,000	$17,000	$17,000	$17,000
Claiming	$8,000	NW 2	$11,500	$14,500	$14,500	$14,500
Claiming	$8,000	NW2 Clause	$12,500	$15,500	$15,500	$15,500
Claiming	$10,000		$15,000	$18,000	$18,000	$18,000
Claiming	$10,000	4yo&up NW 3/or 3y	$12,000	$15,000	$15,000	$15,000
Claiming	$12,500	NW 2	$12,000	$15,000	$15,000	$15,000
Claiming	$12,500	NW2 Clause	$14,000	$17,000	$17,000	$17,000
Claiming	$12,500		$17,000	$20,000	$20,000	$20,000
Claiming	$16,000		$19,000	$22,000	$22,000	$22,000
Claiming	$16,000	4yo&up NW 3/or 3y	$16,000	$19,000	$19,000	$19,000
Claiming	$20,000		$20,000	$23,000	$23,000	$23,000
Claiming	$20,000	NW2 Clause	$18,000	$21,000	$21,000	$21,000
Claiming	$20,000	4yo&up NW 3/or 3y	$15,000	$18,000	$18,000	$18,000
Claiming	$25,000	NWx2 Lifetime	$17,000	$20,000	$20,000	$20,000
Claiming	$25,000		$23,000	$26,000	$26,000	$26,000
Claiming	$32,000		$24,000	$27,000	$27,000	$27,000
Claiming	$40,000		$25,000	$28,000	$28,000	$28,000
Maiden Claiming	**$5,000**		$10,000	$13,000	$13,000	$13,000
Maiden Claiming	**$8,000**		$10,500	$13,500	$13,500	$13,500
Maiden Claiming	**$12,500**		$11,000	$14,000	$14,000	$14,000
Maiden Claiming	**$16,000**		$12,000	$15,000	$15,000	$15,000
Maiden Claiming	**$20,000**		$13,000	$16,000	$16,000	$16,000
Maiden Claiming	**$25,000**		$14,000	$17,000	$17,000	$17,000
Maiden Claiming	**$32,000**		$15,000	$18,000	$18,000	$18,000
Maiden Claiming	**$50,000**		$18,000	$21,000	$21,000	$21,000
Maiden Special		All Ages	$30,000	$30,000	$30,000	$30,000
Maiden Special		2Yr Olds@ 1/4	$20,000	$20,000	$20,000	$20,000
Overnight Stakes			$50,000	$50,000	$50,000	$50,000
Starter Allowance	**$4,000**		$12,500	$15,500	$15,500	$15,500
Starter Allowance	**$6,250**		$13,500	$16,500	$16,500	$16,500
Starter Allowance	**$8,000**		$15,000	$18,000	$18,000	$18,000
Starter Allowance	**$12,500**		$17,000	$20,000	$20,000	$20,000
Starter Allowance	**$50,000**	NWx2 Lifetime	$19,000	$22,000	$22,000	$22,000

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Exhibit C

Stakes Schedule

GOLDEN GATE FIELDS
STAKES SCHEDULE

Closing Thursday, October 20, 2022

Saturday, October 29, 2022 — $75,000 Guaranteed

Pike Place Dancer

For Fillies Two Year Olds
One Mile (Turf)

Closing Thursday, October 27, 2022

Saturday, November 5, 2022 — $50,000 Added (Plus up to $15,000 to CAL-BREDS)

Joseph T. Grace

For Three Year Olds and Upward
One Mile And One Sixteenth (Turf)

Closing Thursday, November 3, 2022

Saturday, November 12, 2022 — $50,000 Added (Plus up to $15,000 to CAL-BREDS)

Golden Nugget

For Two Year Olds
Six Furlongs (All Weather)

Closing Thursday, November 10, 2022

Saturday, November 19, 2022 — $50,000 Added (Plus up to $15,000 to CAL-BREDS)

Oakland

For Three Year Olds and Upward
Six Furlongs (All Weather)

Closing Wednesday, November 16, 2022

Friday, November 25, 2022 — $50,000 Added (Plus up to $15,000 to CAL-BREDS)

Golden Gate Debutante

For Fillies Two Year Olds
Six Furlongs (All Weather)

Closing Thursday, November 17, 2022

GOLDEN GATE FIELDS
STAKES SCHEDULE

Saturday, November 26, 2022 — $100,000 Guaranteed

Berkeley Handicap - Grade III

For Three Year Olds and Upward
One Mile And One Sixteenth (All Weather)

Closing Thursday, November 24, 2022

Saturday, December 3, 2022 — $75,000 Guaranteed

Gold Rush

For Two Year Olds
One Mile (All Weather)

Closing Thursday, December 1, 2022

Saturday, December 10, 2022 — $75,000 Guaranteed (Includes $25,000 from the CAL-BRED race Fund.)

Bear Fan

For Fillies And Mares Three Year Olds and Upward (Cal-Breds)
Six Furlongs (All Weather)

Closing Thursday, December 1, 2022

Sunday, December 11, 2022 — $50,000 Added (Plus up to $15,000 to CAL-BREDS)

Miss America

For Fillies And Mares Three Year Olds and Upward
One Mile And One Sixteenth (Turf)

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Exhibit D

Race Day Medication Agreement

See attached.

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Exhibit E

Fire and Disaster Policy

Attached

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Schedule 1

Sports Wagering Initiative

Attached

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D. Describe the type(s) of materials used for the inner and outer railings of the race course, the type of inner railing supports (e.g., metal gooseneck, wood 4" x 4" uprights, offset wood 4" x 4" supports, etc.), the coverings, if any, on the top of the inner railing, and the approximate height of the top of the inner railing from the level of the race course. Main Track: Inner and outer railings are metal gooseneck. Coverings are Rider Protection Rail by Horsemen's Track & Equipment, Inc. Approximate height of the top of the inner railing is 42 inches.Turf Course: Replacing inside and outside turf course rails with PVC by Duralock. Approximate height of the top of the inner railing is 50 inches.

E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474: Juan Meza

F. Attach a Track Safety Maintenance Program pursuant to CHRB Rule 1474.

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

DocuSign Envelope ID: 15BB7978-C21B-429A-B7AF-7389094A30F1

23. DECLARATIONS

A. All labor and lease agreements and concession and service contracts necessary to conduct the entire meeting have been finalized, except as follows (if no exceptions, so state): No exceptions

B. Attach each horsemen's agreement pursuant to CHRB Rule 2044.

C. Attach an agreement to provide for race-day furosemide administration, pursuant to CHRB Rule 1845.

D. Attach a lease agreement permitting the association to occupy the racing facility during the entire term of the meeting. (In the absence of either a lease agreement or a horsemen's agreement, a request for an extension pursuant to CHRB Rule 1407 shall be made.)

E. All service contractors and concessionaires have valid state, county, or city licenses authorizing each to engage in the type of service to be provided and have valid labor agreements, when applicable, which remain in effect for the entire term of the meeting, except as follows (if no exceptions, so state): No exceptions

F. Absent natural disasters or causes beyond the control of the association, its service contractors, concessionaires, or horsemen participating at the meeting, no reasons are believed to exist that may result in a stoppage to racing at the meeting or the withholding of any vital service to the association, except as follows (if no exceptions, so state): No exceptions

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

24. CERTIFICATION BY APPLICANT

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

X DocuSigned by: David Duggan

Signature

David Duggan	Vice President & General Manager	08/23/2022
Print Name	Print Title	Date

Agenda Item 10

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STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE DEL MAR THOROUGHBRED CLUB AT THE DEL MAR RACETRACK, COMMENCING NOVEMBER 9 THROUGH DECEMBER 6, 2022

Regular Board Meeting
September 15, 2022

Application: Del Mar Thoroughbred Club

Breeds: Thoroughbred

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

November 2022						
Sun	**Mon**	**Tue**	**Wed**	**Thu**	**Fri**	**Sat**
		1	2	3	4	5
6	7	8	9	10	**11**	**12**
13	14	15	16	17	**18**	**19**
20	21	22	23	**24**	**25**	**26**
27	28	29	30			

December 2022						
Sun	**Mon**	**Tue**	**Wed**	**Thu**	**Fri**	**Sat**
				1	**2**	**3**
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Required Information	Status	Comments	CHRB Rule/Law
Off-Site Auxiliary Stabling	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Santa Anita has a valid fire clearance through 12/10/22; Los Alamitos has a valid fire clearance through 03/08/23; San Luis Rey Downs has a valid fire clearance through 1/1/23.	Rule 1420(q)
Stabling and Vanning Agreement	☒ Accepted ☐ Follow Up Required ☐ Outstanding	2022 Southern California Stabling and Vanning Agreement received 04/18/22.	BPC 19607.1
Fire Clearance	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Fire clearance valid through 04/13/23; request for exemption from 45-day provision of Rule 1927 received 08/17/22.	Rule 1927
Backstretch Inspection	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Backstretch inspection completed on 08/31/22.	Rule 2102

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Track Safety Inspection	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Completed 09/08/22; Report received 09/08/22.	Rule 1471(g)
Inclement Weather Plan	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Consistent with CHRB guidelines – received letter of adoption on 04/14/22.	Rule 1432
Workers' Compensation Insurance	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Acord Insurance. Valid 03/31/22 - 03/31/23	Rule 1501
Horsemen's Race Meet Agreements	☐ Accepted ☐ Follow Up Required ☒ Outstanding	**Thoroughbred Owners of California** – received 08/31/22. **California Thoroughbred Trainers Association** – outstanding.	Rule 2044
Wagering Information	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 287-290, 297-303	BPC 19599
Emergency and Security	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 318-347	BPC 19481.3
Veterinary Services	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 295-296	Rule 1481 Rule 1840 Rule 1841
ADW Providers and Horsemen's Approvals	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 302-305	BPC 19604 19604(b)(1)(C)
Administrative Review	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Secretary of State Filing Current Financial Statements Reviewed Statistics Report Reviewed Active Licenses Verified Deposit Received Required Signatures Obtained 1581 Agreement Reviewed	Rule 1439 Rule 1470 Rule 2046 Rule 1481 BPC 19490 Rule 1433 Rule 1437 Rule 1581

RECOMMENDATION: Staff recommends approval after (1) outstanding item is addressed: horsemen's race meet agreement. The application as submitted satisfactorily meets all other requirements for licensure.

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DEL MAR
THOROUGHBRED CLUB

Tom Robbins
Executive Vice President
Racing Office

April 1, 2022

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

Re: CHRB Inclement Weather Policy

Dear Executive Director Chaney:

In response to a request from the CHRB regarding the submittal of DMTC's 2022 summer race meet application, the Del Mar Thoroughbred Club agrees to adopt the Inclement Weather Policy which has been posted on the CHRB's website in regard to Racing Safety.

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

Very truly yours,

Tom Robbins,
Executive VP Racing

cc: Amanda Drummond-CHRB
Rick Pimentel-CHRB
Josh Rubinstein, Del Mar

P.O. Box 700 • Del Mar, CA 92014-0700 • 858-755-1141
http://www.delmarracing.com

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DEL MAR
THOROUGHBRED CLUB

Tom Robbins
Executive Vice President
Racing Office

August 23, 2022

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

Re: CHRB Concussion Protocols

Dear Executive Director Chaney:

In response to a request from the CHRB regarding the submittal of DMTC's 2022 fall race meet application, the Del Mar Thoroughbred Club agrees to adopt the CHRB Concussion Protocols which has been posted on the CHRB's website in regard to Racing Safety.

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

Very truly yours,

Tom Robbins,
Executive VP Racing

cc: Amanda Drummond, C RB
Nicole Lopes-Gravely, CHRB
Josh Rubinstein, DMTC

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STATE OF CALIFORNIA
CALIFORNIA HORSE RACING BOARD
APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING
CHRB-17 (Rev 7/21)

Application is hereby made to the California Horse Racing Board (CHRB) for a license to conduct a horse racing meeting in accordance with the California Business and Professions Code, Chapter 4, Division 8, Horse Racing Law, and the California Code of Regulations, Title 4, Division 4, CHRB Rules and Regulations.

1. APPLICANT ASSOCIATION

A. Name, mailing address, telephone, fax numbers, and the email address for association's contact person: Del Mar Thoroughbred Club, PO Box 700, Del Mar, CA 92014 - Phone 858-755-1141 - Josh Rubinstein, President - josh@dmtc.com

B. Breed of horse: Thoroughbred ☒ Quarter Horse ☐ Harness ☐

C. Racetrack name: Del Mar Thoroughbred Club (DMTC)

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

E. Was the association licensed to operate a race meeting prior to January 1, 2001?
Yes ☒ No ☐
If no, attach a surety bond in the amount of one hundred thousand dollars.

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

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

2. DATES OF RACE MEETING

A. Inclusive dates allocated for the entire meeting: November 9, 2022 through December 6, 2022

B. Actual dates racing will be held: November 11, 2022 through December 4, 2022

C. Total number of days or nights of racing: 13

D. Days or nights of the week races will be held:
Wednesday – Sunday ☐ Tuesday – Saturday ☐ Other (specify) ☒

E. Number of days or nights of racing per week: (3) days Fri-Sun with the exception of Thanksgiving Week (4) days Thurs-Sun

CHRB CERTIFICATION

Application received: 8/11/22 **Hearing date: 9/15/22**
Deposit received: On file **\Approved date:**
Reviewed: NLG **License number:**

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3. RACING PROGRAM

A. Total number of races: 113

B. Number of races for each day or night: (8) on Weekdays, exception (9) on Friday 11/25 - (9) on Weekends

C. Total number of stakes races: (13) Regular Stakes - (2) Overnight Stakes

D. Attach a listing of all stakes races and indicate the date to be run and the added money or guaranteed purse for each. Note the races that are designated for California-bred horses.

1. Attach a listing of all stakes races for the past two race meetings. The information provided must be for the same timeframe in which the association is applying. Include the date the stakes races were run, and the added money or guaranteed purse for each. Note the races that were designated for California-bred horses.

2. Identify the stakes races listed under item D. that have been altered, added, or are new for the current race meeting. Provide details regarding any alterations to the identified stakes races (e.g., changes in the age, sex, eligibility, purse, or substantial calendar changes). Our fall stakes schedule varies depending on whether Santa Anita or Del Mar are the hosts of Breeders' Cup. This year Santa Anita is the host. Our schedule reflects the specific stakes that we would run under that condition and timeframe. We are planning to add a new stakes, $100,000 Guaranteed, three-year-olds and upward, at five furlongs (turf), STORMY LIBERAL, to be run Saturday, December 3. We are proposing to increase the values of two Grade III stakes, RED CARPET and NATIVE DIVER, as noted on our submitted 2022 Del Mar Fall Stakes (Tentative) schedule - ATTACHED EXHIBIT 1

3. Identify the stakes races listed under item D.1. that have been dropped or deleted and the reasons the stakes were dropped or deleted. See above 3.D.2 ANSWER regarding Breeders' Cup hosting and the stakes, as reflected in our 2022 Submitted 2022 Del Mar Fall Stakes (Tentative) ATTACHED EXHIBIT 1

E. Will provisions be made for owners and trainers to use their own registered colors?
Yes ☒ No ☐
If no, which racing colors are to be used?

F. List all post times for the daily racing program. 12:30 pm, exception 11:00 am on Thanksgiving 11/24 ATTACHED EXHIBIT 2

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

4. RACING ASSOCIATION

A. Association is a: ☒ Corporation (complete subsection C)
☐ LLC (complete subsection D)

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		2022 DEL MAR FALL STAKES Tentative			
CLOSE DATE	RUN DATE	RACE	AGE	DISTANCE	2022 VALUE
27-Oct	12-Nov	Let it Ride Stakes N/W S/S of $60,000 at 1M o/o since April 1	3 YO	1 mile Turf	$75,000
27-Oct	12-Nov	Kathryn Crosby Stakes N/W S/S of $60,000 at 1M o/o since April 1	3 YO	1 mile Turf	$75,000
27-Oct	13-Nov	Betty Grable Stakes	F/M 3 & up (CA)	7 furlongs	$100,000
3-Nov	19-Nov	Desi Arnaz Stakes	F, 2 YO	7 furlongs	$100,000
3-Nov	19-Nov	Cary Grant Stakes	3 & up (CA)	7 furlongs	$100,000
3-Nov	20-Nov	Bob Hope Stakes- Grade III	2 YO	7 furlongs	$100,000
3-Nov	24-Nov	Red Carpet Stakes- Grade III	F/M 3 & up	1 3/8 miles Turf	$150,000
17-Nov	25-Nov	Hollywood Turf Cup - Grade II	3 & up	1 1/2 miles Turf	$250,000
17-Nov	26-Nov	Seabiscuit Handicap - Grade II	3 & up	1 1/6 miles Turf	$250,000
17-Nov	27-Nov	Native Diver Stakes- Grade III	3 & up	1 1/8 miles	$150,000
24-Nov	3-Dec	Jimmy Durante Stakes - Grade III	F, 2 YO	1 mile Turf	$100,000
24-Nov	3-Dec	Hollywood Derby - Grade I	3 YO	1 1/8 miles Turf	$400,000
24-Nov	3-Dec	Stormy Liberal Stakes	3 & up	5 furlongs Turf	$100,000
24-Nov	4-Dec	Cecil B. DeMille Stakes - Grade III	2 YO	1 mile Turf	$100,000
24-Nov	4-Dec	Matriarch Stakes - Grade I	F/M 3 & up	1 mile Turf	$400,000

EXHIBIT 1A - STAKES RACES PAST TWO RACE MEETS

DMTC 13-DAY FALL MEET RACES

RUN DATE	RACE	AGE	2022 PURSE	2021 PURSE	2020 PURSE	2019 PURSE	DISTANCE
	Seashell Stakes	F/M 3 & up		$100,000			1 mile
12-Nov	Let it Ride Stakes (o/s)	3 YO	$75,000	$100,000	$75,000	$75,000	1 mile Turf
12-Nov	Kathryn Crosby Stakes	3 YO	$75,000				
13-Nov	Betty Grable Stakes	F/M 3 & up (CA-Bred)	$100,000	$100,000	$100,000	$100,000	7 furlongs
19-Nov	Desi Arnaz Stakes	F, 2 YO	$100,000	$100,000	$100,000	$100,000	7 furlongs
19-Nov	Cary Grant Stakes	3 & up (CA-Bred)	$100,000	$100,000	$100,000	$100,000	7 furlongs
20-Nov	Bob Hope Stakes-Grade III	2 YO	$100,000	$100,000	$100,000	$100,000	7 furlongs
24-Nov	Red Carpet Stakes-Grade III	F/M 3 & up	$150,000	$100,000	$100,000	$100,000	1 3/8 miles Turf
25-Nov	Hollywood Turf Cup-Grade II	3 & up	$250,000	$250,000	$200,000	$200,000	1 1/2 miles Turf
26-Nov	Seabiscuit Handicap-Grade II	3 & up	$250,000	$250,000	$200,000	$200,000	1 1/16 miles Turf
27-Nov	Native Diver Stakes- Grade III	3 & up	$150,000	$100,000	$100,000	$100,000	1 1/8 miles
3-Dec	Jimmy Durante Stakes-Grade III	F, 2 YO	$100,000	$100,000	$100,000	$100,000	1 mile Turf
3-Dec	Hollywood Derby-Grade I	3 YO	$400,000	$400,000	$250,000	$300,000	1 1/8 miles Turf
3-Dec	Stormy Liberal Stakes	3 & up	$100,000				
4-Dec	Cecil B. DeMille Stakes-Grade III	2 YO	$100,000	$100,000	$100,000	$100,000	1 mile Turf
4-Dec	Matriarch Stakes	F/M 3 & up	$400,000	$400,000	$300,000	$300,000	1 mile Turf

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EXHIBIT 2

POST TIMES FOR PROPOSED DAILY RACING PROGRAM

2022 – FALL MEET

NOVEMBER 11th TO DECEMBER 4TH

RACE	ALL DAYS (EXCEPT 11/24/22)	THURS. 11/24/22
1st	12:30 p.m.	11:00 a.m.
2nd	1:00 p.m.	11:30 a.m.
3rd	1:30 p.m.	12:00 p.m.
4th	2:00 p.m.	12:30 p.m.
5th	2:30 p.m.	1:00 p.m.
6th	3:00 p.m.	1:30 p.m.
7th	3:30 p.m.	2:00 p.m.
8th	4:00 p.m.	2:30 p.m.
9th	4:30 p.m.	

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☐ Other (specify, and complete subsection E)

B. Complete the applicable subsection and attached Addendum, Background Information and Ownership.

C. CORPORATION

1. Registered name of the corporation: Del Mar Thoroughbred Club
2. State where incorporated: California
3. Registry or file number for the corporation: 559096
4. Names of all officers and directors, titles, and the number of shares of the corporation held by each: David H. Batchelder, Chairman of the Board (1), Joseph W. Harper, Director & CEO (1), Rollin W. Baugh, Director (1), James R. Buell, Director (1), Bo Derek, Director (1), Kosta Hronis, Director (1), Warner Lusardi, Director (1), Marie G. Moretti, Director (1), Jim Rome, Director (1), Martin J. Wygod, Director (1), Josh Rubinstein, President & Chief Operating Officer (0), Michael R. Ernst, Executive VP, Finance CFO (0), Thomas S. Robbins, Executive VP Racing (0), Lynn Wright, Senior VP and Controller (0), Ann Hall, Senior VP, Operations & Administration (0), Sue Walls, VP Facilities (0), David Jerkens, VP Racing Secretary (0), Kim Jacobson, VP Risk Management (0), Walker McBride, VP Business Development & Production (0)
5. Names (true names) of all persons, other than the officers and directors listed above, that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each: None
6. Number of outstanding shares in the corporation: 10
7. Are the shares listed for public trading? Yes ☐ No ☒
   If yes, on which exchange and how is the stock listed?
8. Name of the custodian of the list of shareholders and/or the transfer agent for the share holdings of the corporation: Michael R. Ernst
9. If more than 50% of the shares are held by a parent corporation or are paired with any other corporation or entity, give the name of the parent and/or paired corporation or entity.
   None
   a. Is parent and/or paired corporation or entity a publicly traded or privately held company that guarantees the obligation of the applicant? Yes ☐ No☒
      If no, proceed to section F. If yes, answer questions 10 through 17, below.
10. Registered name of the corporation: NA
11. State where incorporated: NA
12. Registry or file number for the corporation: NA
13. Names of all officers and directors, titles, and the number of shares of the corporation held by each: NA
14. Names (true names) of all persons, other than the officers and directors listed above, that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each: NA
15. Number of outstanding shares in the corporation: NA
16. Are the shares listed for public trading? Yes ☐ No ☐
    If yes, on which exchange and how is the stock listed? NA
17. Name of the custodian of the list of shareholders and/or the transfer agent for the share holdings of the corporation: NA

D. LLC

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1. Registered name of the LLC:
2. State where articles of organization are filed:
3. Registry or file number for the LLC:
4. Attach a list of the names of all members (including individuals (true names), corporations, other LLCs, and foreign entities), titles, and the number of shares of the LLC held by each.
5. Are the shares listed for public trading? Yes ☐ No ☐
   If yes, on which exchange and how the stock is listed?
6. If more than 50% of the shares are held by a parent corporation or are paired with any other corporation or entity, give the name of the parent and/or paired corporation or entity.

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

E. OTHER

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

F. FINANCIAL INFORMATION *

1. Attach the most recent audited annual financial statement or financial report for the applicant. The financial statement or financial report shall include all relevant financial information specific to the applicant, including the following:

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

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

G. MANAGEMENT AND STAFF

1. Name and title of the managing officer and or/general manager of the association and the name and title of all department managers and staff, other than those listed in 13B, who will be listed in the official program: Josh Rubinstein, President & COO - Michael R. Ernst, Executive VP, Finance and Administration/CFO - Thomas S. Robbins, Executive VP Racing & Industry Relations - Ann Hall, Sr. VP, Operations & Administration - Lynn Wright, Sr. VP and Controller - Sue Walls, VP Facilities - David Jerkens, VP Racing, Racing Secretary - Kim Jacobson, VP Risk Management - Walker McBride, VP Business Development & Production - Mac McBride, Director of Media - Erin Bailey, Director of Marketing - Cathy Arneel, Director of Group Sales - Paul Porter, Director of Simulcasting - William D. Navarro, Director of Mutuels - Nancy Bonforte, Director of Turf Club, Trevor Denman, Public Address Announcer - Dennis Moore, Director of Track Maintenance - John Beggin, Turf Course/Grounds Superintendent - Chris Bahr, Director of Events and Promotions - Ken West, Director of Plant and Purchasing, Bill Donahue, Director of Security
2. Name and title of the person(s) authorized to receive notices on behalf of the association and the mailing and email address of such person(s): Josh Rubinstein, President - PO Box 700, Del Mar, CA 92014 - josh@dmtc.com

5. TAKE OUT PERCENTAGE

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

Yes ☒ No ☐

If no, proceed to subsection 6. If yes, identify the wager and the proposed takeout percentage.
Wager(s) to be adjusted: .50 CENT pnp / Players Pick Five Wager - 14%
Proposed percentage: $2 Rolling Daily Duble - 20 %

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

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

6. HANDLE HISTORY

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

Year	Handle	Attendance
SEE ATTACHED		

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TOC
Thoroughbred Owners of California
Serving the California Thoroughbred Racehorse Owner

August 8, 2022

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

RE: Del Mar Thoroughbred Club 2022 Fall Race Meet – Rolling Doubles Wager

Dear Scott,

Del ar Thoroughbred Club (DMTC) has contacted the Thoroughbred Owners of California ("TOC") regarding the conducting of "Rolling Doubles" wagers, subject to a 20% takeout, on each racing day of its 2022 Fall meet, November 9 – December 6, 2022. The TOC agrees to such a wager based upon the same terms and conditions as it was offered at Del Mar's previous meet.

Please feel free to contact me with any questions.

Sincerely,

Jordyn Egan

ordyn B. Egan
Executive Director

cc: osh Rubinstein
ucy Myers

285 W. H NTINGTON D ., A CADIA , CA 91007 626) 574-6620

C AIRMAN : GARY FENTON
EXECUTIVE D RECTOR: JORDYN EGAN
ORTHERN CA D RECTOR OF PERATIONS: WAYNE ATWELL
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TOC
Thoroughbred Owners of California
Serving the California Thoroughbred Racehorse Owner

August 8, 2022

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

RE: Del Mar Thoroughbred Club 2022 Fall Race Meet – Players Pick 5 Wager

Dear Scott,

Del ar Thoroughbred Club (DMTC) has contacted the Thoroughbred Owners of California ("TOC") regarding the conducting of the "Players Pick-5" wager on the first five (5) races of the day, subject to a 14% takeout, on each racing day of its 2022 Fall meet, November 9 – December 6, 2022. The TOC agrees to such a wager based upon the same terms and conditions as it was offered at Del Mar's previous meet.

Please feel free to contact me with any questions.

Sincerely,

Jordyn Egan

ordyn B. Egan
Executive Director

cc: osh Rubinstein
ucy Myers

285 W. H NTINGTON D ., A CADIA , CA 91007 626) 574-6620

C AIRMAN : GARY FENTON
EXECUTIVE D RECTOR: JORDYN EGAN
ORTHERN CA D RECTOR OF PERATIONS: WAYNE ATWELL
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5. TAKE OUT PERCENTAGE

DEL MAR
THOROUGHBRED CLUB

Josh Rubinstein
President & COO

August 8, 2022

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

Dear Executive Director Chaney,

Pursuant to California Business and Professions Code Section 19601.01, Del Mar Thoroughbred Club ("DMTC"), after consultation with the Thoroughbred Owners of California (TOC), is hereby requesting takeout as set forth below to be offered during DMTC's 2022 Fall Season, November 11th – December 4th.

- **Players Pick 5 and Rolling Doubles**
- **Proposed Percentage:** **14% takeout (Pick Five)**
  20% takeout (Rolling Doubles)

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

Please contact me directly if you have any questions.

Regards,

Josh Rubinstein,
President and COO

cc: Joe Harper, DMTC
Mike Ernst, DMTC
Jordyn Egan, TOC
Amanda Drummond, CHRB

P.O. Box 700 · Del Mar, CA 92014-0700 · 858-755-1141
http://www.delmarracing.com

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6. HANDLE HISTORY

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

2.

Year (Fall Meet)	On-Track Handle	Off-Track Handle		On-Track Attendance	Off-Track Attendance
2017 – 14 day meet	10,422,918	143,646,792		77,218	89,755
2018 – 16 day meet	9,914,887	155,977,465		73,914	94,109
2019 – 13 day meet	7,995,438	139,315,543		60,146	88,321
2020 – 15 day meet	1,680,747	194,583,337		1,934	38,988
2021 – 13 day meet	7,974,556	164,336,785		44,409	55,468

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

A. Purse distribution:

1. All races other than stakes:
   Current meet estimate: 13 Race Days 5,639,500
   Prior meet actual: 13 Race Days 5,553,916-includes amounts generated from 2021 Breeders' Cup

   Average Daily Purse (7A1 ÷ number of days):
   Current meet estimate: 433,808
   Prior meet actual: 427,224

2. Overnight stakes:
   Current meet estimate: 150,000
   Prior meet actual: 200,000

   Average Daily Purse (7A2 ÷ number of days):
   Current meet estimate: 11,538
   Prior meet actual: 15,385

3. Non-overnight stakes:
   Current meet estimate: 1,950,000
   Prior meet actual: 1,767,800

   Average Daily Purse (7A3 ÷ number of days):
   Current meet estimate: 150,000
   Prior meet actual: 135,985

4. Total Purses: (7A1 + 7A2 + 7A3)
   Current meet estimate: 7,739,500
   Prior meet actual: 7,521,716

B. California-bred Stakes Races:

1. Percentage of the purse distribution for all stakes races that will be distributed for California-bred stakes races:
   Current meet estimate: 10.0%
   Prior meet actual: 10.06%

   Average Daily Purse (7B1 ÷ number of days):
   Current meet estimate: 0.77%
   Prior meet actual: 0.77%

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

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STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD REGARDING THE DISTRIBUTION OF RACE DAY CHARITY PROCEEDS OF THE WATCHANDWAGER.COM, LLC, COMBINED 2021-2022 RACE MEETINGS IN THE AMOUNT OF $4,000 TO FIVE BENEFICIARIES

Regular Board Meeting
September 15, 2022

ISSUE

WatchandWager.com, LLC (Watch and Wager) is requesting approval to distribute race day charity proceeds generated at two live race meetings for the period of October 27, 2021, through December 21, 2021, and from December 22, 2021, through May 10, 2022. The combined race meetings statutory distribution is $1,036.57. Watch and Wager is proposing to supplement the 2021-2022 combined race day charity proceeds and increase the distribution by $2,963.43, and distribute a total of $4,000, to five beneficiaries. The charitable organizations selected and amounts to be distributed are listed on the attachment. Staff notes that 100 percent of the proposed charity distributions are made to equine related charity organizations.

BACKGROUND

Business and Professions Code section 19550 states the Board shall require each licensed racing association that conducts 14 or less weeks of racing to designate three racing days, and each licensed racing association that conducts more than 14 weeks of racing to designate five racing days during any one meeting, to be conducted as charity days by the licensee for the purpose of distribution of the net proceeds there from to beneficiaries through the distribution agent. No racing association shall be required to pay to a distributing agent for the purpose of distribution to beneficiaries more than an amount equal to two-tenths of one percent of the association's total on-track handle on live races conducted by the association at the meeting. Business and Professions Code section 19555 requires that proceeds are to be distributed to beneficiaries within 12 calendar months after the last day of the meet during which charity days were conducted. Business and Professions Code section 19556 provides that the distributing agent shall make the distribution to beneficiaries qualified under this article. At least 30 percent of the distribution shall be made to charities associated with the horse racing industry. An additional five percent shall be paid to a welfare fund and another five percent shall be paid to a non- profit corporation, the primary purpose of which is to assist horsemen and backstretch personnel who are being affected adversely as a result of alcohol or substance abuse. In addition to the above distributions, a separate 20 percent shall be made to a nonprofit corporation or trust, the directors or trustees of which shall serve without compensation except for reimbursement for reasonable expenses, and which has as its sole purpose the accumulation of endowment funds, the income on which shall be distributed to qualified disabled jockeys.

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Current meet estimate: 555,143
Prior meet actual: 753,625-includes amounts generated from 2021 Breeders' Cup

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

Recognized Horsemen's Organization
Current meet estimate: Prior meet actual:

Total: Total:

E. Amount from all sources to be distributed in the form of purses or other benefits to horsemen (7A + 7C + 7D):
Current meet estimate: 8,445,009
Prior meet actual: 8,645,328

Average Daily Purse (7E ÷ number of days):
Current meet estimate: 649,616
Prior meet actual: 665,025

F. Purse funds to be generated from on-track handle and intrastate off-track handle (excluding carry-overs from prior race meet(s):
Current meet estimate: 3,564,431
Prior meet actual: 3,961,999

Average Daily Purse (7F ÷ number of days):
Current meet estimate: 274,187
Prior meet actual: 304,769

G. Purse funds to be generated from interstate handle:
Current meet estimate: 3,108,961
Prior meet actual: 2,902,331

Average Daily Purse (7G ÷ number of days):
Current meet estimate: 239,151
Prior meet actual: 223,256

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

I. Name, address, email, and telephone number of the pari-mutuel audit firm engaged for the meeting: Bowen, McBeth, Inc., 10722 Arrow Route, Ste 110, Rancho Cucamonga, CA 91730 - 909) 944-6465

NOTICE TO APPLICANT: All funds generated and retained from on-track pari-mutuel handle that are obligated by law for distribution in the form of purses, breeders' awards, or other benefits to horsemen **shall not** be deemed as income to the association; **shall not** be transferred to a parent corporation outside the State of California; and **shall**, within three (3) calendar days following receipt, be deposited in a segregated and separate liability account in a depository approved by the CHRB and shall be at the disposition of the Paymaster of Purses, who shall pay or distribute such funds to the persons entitled thereto. All funds generated from off-track simulcast wagering, interstate wagering, and out-of-state wagering that are obligated by law for distribution in the form of purses

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

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

	Current meet estimate:	Prior meet actual: (a)
TOC Administration	60,146	147,995
CTT Administration	30,073	73,997
CTT Backstretch Pension	60,146	147,995
Total	150,365	369,987

(a) Includes amounts generated from 2021 Breeders' Cup

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

8. STABLE ACCOMMODATIONS

A. Number of usable stalls available for racehorses at the track where the meeting is held: 700

B. Minimum number of stalls believed necessary for the meeting: 700

C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers: 3,245

D. Name and location of each off-site auxiliary stabling area and the number of stalls to be maintained at each site: Santa Anita 1,900 - Los Alamitos 850 - San Luis Rey Downs 495

E. Attach each contract or agreement between the association and the person(s) furnishing off-site stabling accommodations for eligible racehorses that cannot be provided stabling on-site.

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

F. Total number of usable stalls made available on-site for the **1986** meeting, pursuant to Business and Professions Code section 19535(c): 2,100 (Note: as of 2015 total number 2,000)

G. State estimated cost to provide off-site stalls for this meeting. Show cost per day per stall. $1,290,000 - $14.33 cost per day per stall

H. State estimated cost to provide vanning from off-site stalls for this meeting. Show fees to be paid for vanning per-horse. Estimated vanning cost: $147,333 - Vanning per horse: Santa Anita $250 - Los Alamitos $265 - San Luis Rey Downs $150

9. EQUINE EMERGENCY SERVICES

A. Name and emergency telephone number of the racing veterinarian on-site during training hours, workouts, and racing for the association and auxiliary sites: There is a rotation of private veterinarians onsite during all training and racing hours. Names and emergency telephone numbers placed ON FILE with the CHRB. Contact Tom Robbins, Executive VP Racing, (858) 755-1141 ext. 3804, who is responsible for contacting veterinarian.

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

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9. EQUINE EMERGENCY SERVICES

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

11.6.22–12.7.22 Del Mar Race Track (Association) Training and Racing 4:30am – 10:30am

Prior to Opening Day and once the main track opens for training (11/6/22), DMTC will have a veterinarian present during training hours to respond to any needs. As more horses arrive after opening day, private practitioners for each trainer will be present. These veterinarians are present during training hours and available to treat their patients should the need arise. In addition, DMTC will have a monitoring veterinarian present during training hours to respond to any injuries on the track. We have submitted a more detailed Horse/Rider Down On-Track/Emergency Response Protocol, which is to be placed ON FILE as part of Section 16 Emergency Services.

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

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

Los Alamitos Race Course has private practitioners present during its training hours. Veterinarians contact numbers ON FILE.

Year Round San Luis Rey Downs (Auxiliary) Training 5:30 am – 10:30 am

San Luis Rey Downs has veterinarians that are present during training hours. Contact numbers ON FILE.

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10. PARI-MUTUEL WAGERING PROGRAM

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

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

	TYPE OF WAGERS	APPLICABLE RULES
Example Race:	$1 E; $1 Double	CHRB #1959; ARCI #VE
Race #1	SEE ATTACHED	
Race #2		
Race #3		
Race #4		
Race #5		
Race #6		
Race #7		
Race #8		
Race #9		
Race #10		
Race #11		
Race #12		
Race #13		

B. Identify any wagers noted in 10.A. (the current pari-mutuel wagering program) that were not in the prior year's pari-mutuel program or that are not being carried forward from the previous year's pari-mutuel wagering program. None

C. Maximum carryover pool to be allowed to accumulate before its distribution **OR** the date(s) designated for distribution of the carryover pool: Closing Day 12/4/22

D. List any options requested with regard to exotic wagering. None

E. Will "advance" or "early bird" wagering be offered? Yes ☒ No ☐
If yes, when will such wagering begin? Specify days and time for "early bird" wagering. 9:00 am - 11:00 am - November 11th through December 4th, every racing day

F. Type(s) of pari-mutuel or totalizator equipment to be used by the association and the simulcast organization, name of the person(s) supplying equipment, and expiration date of the service contract: 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: Automatic Contract Extension to 6/30/25, as stipulated in original contract. Terminals - F3000e-Convertible teller and self-service unit; IP based, touch screen and keyboard operated. V3000e-Self Service terminals, touch screen, bill accepting, ticket in/out. AWSST-Account wagering self-service unit. Touch screen account

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DEL MAR
THOROUGHBRED CLUB

Josh Rubinstein
President & COO

August 28, 2022

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

Executive Director Chaney,

This letter is in regards to Del Mar Thoroughbred Club's ("DMTC") "Application for License to Conduct a Horse Racing Meeting" for the time period of November 9, 2022 through December 6, 2022 (the "Race Meet Application").

As specified in the Race Meet Application, DMTC wishes to use ARCI 004-105(G)(2)(g) to govern the payout of our Pick 6.

Definition of Unique

Additionally, pursuant to ARCI 004-105(G)(2)(g), DMTC is required to identify which definition under ARCI 004-105(G)(16)(b) DMTC will use to identify a unique ticket. DMTC requests that a combination of the two definitions to define unique be used. Specifically, DMTC wishes "unique" to be defined as:

"1) The total amount wagered on one and only one winning combination selecting the first-place finisher in each of the Pick (n) contests, based up on the official order of finish, is equal to the minimum allowable wager, 2) there is more than one combination selecting the first-place finisher in each of the Pick (n) contests equal to the minimum allowable wager and all such winning combinations are on one ticket that has a unique serial number assigned by the tote company that issued the ticket and the multiple winning combinations is solely a result of a wagering interest being scratched and replaced with the post time favorite; 3) there is more than one combination selecting the first-place finisher in each of the Pick (n) contests equal to the minimum allowable wager and all such winning combinations are on one ticket that has a unique serial number assigned by the tote company that issued the ticket and the multiple winning combinations is solely a result of a dead heat; 4) there is more than one combination

selecting the first-place finisher in each of the Pick (n) contests equal to the minimum allowable wager and all such winning combinations are on one ticket that has a unique serial number assigned by the tote company that issued the ticket and the multiple winning combinations is solely a result of there is a surface change after the Pick 6 pool has closed and as a result the race is a "Win All"; or 5) there is more than one combination selecting the first-place finisher in each of the Pick (n) contests equal to the minimum allowable wager and all such winning combinations are on one ticket that has a unique serial number assigned by the tote company that issued the ticket and the multiple winning combinations is solely a result of some combination of (2), (3), and (4) above.

If our proposed definition of unique is not approved, we will use ARCI 004-105(G)(16)(b)(i) to define "unique."

Each day that there is no unique ticket, 70% will be paid out as the minor share to ticketholders which correctly selected the most first place finishers in the Pick(n) contests and 30% will be carried over to the major share (i.e. unique share).

Late Surface Change

Pursuant to ARCI 004-105(G)(6)-(7), on any day in which there is a surface change after the Pick 6 pool closes, "the net pool shall be distributed as a single price pool to those whose selection finished first in the greatest number of Pick (n) contests for that performance. Such distribution shall include the portion ordinarily retained for the Pick (n) carryover but not the carryover from previous performances."

DMTC requests that on any day in which there is a surface change after the Pick 6 pool has closed, with respect to the race(s) with a changed surface, the changed leg(s), i.e. the race(s) that had the surface change, are declared a "Win All," not a "no contest."

DMTC also requests that on any day in which there is a surface change after the Pick 6 pool has closed, the following payout distribution method be used: The payout distribution method as provided for in ARCI 004-105(G)(2)(g) If there is a unique ticket and if there is not a unique ticket, the entire day's net pool be paid to ticketholders which correctly selected the most first place finishers in the Pick(n) contests. In other words, DMTC is requesting that on any day in which there is a surface change after the Pick 6 pool has closed, the payout will be treated the same way it is on all other days during the license period if there is a unique winning ticket. If there is no unique winning ticket, the day's major share (unique share) will be added to day's minor share. On days in which there is a surface change after the Pick 6 has closed, the unique jackpot carryover can be paid out, however, it cannot grow.

If there is a surface change after the Pick 6 pool closes on a mandatory payout date, the day's net pool and any carryover will be divided among the ticket holders that correctly selected the greatest number of first-place finishers.

DMTC requests these modifications be approved as part of its license application.

Sincerely,

Josh Rubinstein
President & COO
Del Mar Thoroughbred Club

P.O. Box 700 • Del Mar, CA 92014-0700 • 858-755-1141
http://www.delmarracing.com

Del Mar Thoroughbred Club Wagering Menu and Information (FALL)

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

*When applicable

Wager	Rule	Takeout	Minimum Wager Amount and other Information
Parlay	CHRB 1954.1	15.43%	$2 Win, Place, Show parlay is available on every eligible race. The wager must combine at least two but not more than six races.
Quinella	CHRB 1958	22.68%	$2 Quinella on all eligible races.
Exacta	CHRB 1959	22.68%	$1 Exacta on all eligible races.
Trifecta	CHRB 1979	23.68%	$.50 Trifecta on all eligible races.
Superfecta	CHRB 1979.1	23.68%	$.10 Superfecta on all eligible races.
Daily Double (DD)	CHRB 1957	20.00%	$2 Rolling Daily Double.
Pick 3	CHRB 1977	23.68%	$.50 Rolling Pick 3 on all eligible races
PPN (Place Pick All)	CHRB 1976.8	23.68%	$1 Place Pick All.
PNP4 (Early Pick 4)	CHRB 1976.9	23.68%	$.50 Pick 4 on races 2-5; No consolation; 100% payout; Alternate runner provision.
PNP4 (Late Pick 4)	CHRB 1976.9	23.68%	$.50 Pick 4 on last four races; No consolation; 100% payout; Alternate runner provision.
Early PNP5 (Early Pick 5)	CHRB 1976.9	14.00%	$.50 Pick 5 on first five races; 100% payout to all tickets selecting five winners; No consolation; 100% carryover to next day's Early Pick 5 if no ticket has five winners; Alternate runner provision.
Late PNP5 (Late Pick 5)	CHRB 1976.9	23.68%	$.50 Pick 5 on last five races; 100% payout to all tickets selecting five winners; No consolation; 100% carryover to next day's Late Pick 5 if no ticket has five winners; Alternate runner provision.
PNP6 (Pick 6)	ARCI 004-105(G)(2)(g)[1] ; ARCI 004-105(G)(16)(b)(i)[2]	23.68%	$.20 Pick 6 on the last six live races each day: If no unique ticket, 70% will be paid to the minor pool and the 30% will be added to the major pool carryover.
Pentafecta (Super High 5)	ARCI 004-105(X)(4)	23.68%	$.50 Super High 5 on last race of the day; 100% payout on all tickets selecting five winners; No consolation; 100% carryover to next race day SH5 if applicable.

[1] We request that Commission allow patrons to select an alternate wagering interest in any of the Pick (n) contests in the event their selected wagering interest is scratched.
[2] Only if the request made in the letter dated August 28, 2022 is denied.

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based terminal.

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

	TAKEOUT PERCENTAGE (Example) PNP5-14%
Race #1	ATTACHED 10.G
Race #2	
Race #3	
Race #4	
Race #5	
Race #6	
Race #7	
Race #8	
Race #9	
Race #10	
Race #11	
Race #12	
Race #13	

11. ADVANCE DEPOSIT WAGERING (ADW)

A. Identify the ADW provider(s) to be used by the association for this race meeting. DMTC, in cooperation with Thoroughbred Owners of California and via Monarch Content Management, LLC, has signed agreements in place with the following Advance Deposit Wagering (ADW) companies to conduct Internet and telephone wagering from California residents: TVG, Xpress-Bet, Watch & Wager, Twin Spires, Bet America, NYRA Bets CA. In addition, several other ADW companies (complete list on file) have access to Del Mar's content for Internet wagering in states for which ADW is approved by law.

B. Attach a copy of the agreement/contract with each ADW provider to be used for this race meeting.

C. Have the agreements/contracts been approved by the respective horsemen's groups?
Yes ☒ No ☐
If yes, attach a copy of the approval. If no, explain the status of the approval. EXHIBIT 4

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

12. SIMULCAST WAGERING PROGRAM

A. Simulcast organization engaged by the association to conduct simulcast wagering: Southern California Off Track Wagering, Inc. "SCOTWINC"

B. Attach the agreement between the association and simulcast organization permitting the organization to use the association's live audiovisual signal for wagering purposes and providing

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10. PARI-MUTUEL WAGERING PROGRAM - ATTACHMENT

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

TAKEOUT PERCENTAGE
(Example) PNP5-14%

TAKE OUT PERCENTAGE

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

11.C EXHIBIT 4

TOC
Thoroughbred Owners of California
Serving the California Thoroughbred Racehorse Owner

August 8, 2022

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

RE: 2022 DMTC Fall Race Meeting ADW Approvals

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

Pursuant to Section XXIX, Intrastate Advance Deposit Wagering ("ADW") of the Race Meet Agreement between TOC and DMTC, and the Geo-Location Agreement (Exhibit A) between TOC and each ADW provider, DMTC shall be permitted to transmit race signal to California-licensed ADW providers TVG, XpressBet, TwinSpires, NYRA, BetAmerica, Watch and Wager, and Game Play Network to accept wagers on DMTC and other Thoroughbred races during the 2022 Fall race meeting, November 9 – December 6, 2022, as follows:

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

2. **California wagering on out-of-state Thoroughbred races:**
   a. TVG, XpressBet, TwinSpires, and NYRA may deduct a Hub Fee of 5.0% of gross handle for ADW wagers accepted by California residents at all locations other than within the enclosures of Thoroughbred racetracks and fairs on days when they are running live race meets.

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

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

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

Sincerely,

Jordyn Egan

Jordyn B. Egan
Executive Director

cc: Lucy Myers

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access to its totalizator for the purpose of combining on-track and off-track pari-mutuel pools.

C. California simulcast facilities the association proposes to offer its live audiovisual signal: EXHIBIT 5

D. Out-of-state wagering systems the association proposes to offer its live audiovisual signal: EXHIBIT 6

E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the association: EXHIBIT 7

F. California minisatellite wagering facilities the association proposes to offer its live audiovisual signal: EXHIIT 8

G. For **THOROUGHBRED** racing associations, list the host track from which the association proposes to import out-of-state and/or out-of-country Thoroughbred races. Include the dates imported races will be held, and indicate whether a full card will be accepted. If the full card will not be imported, state "selected feature and/or stakes races".

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

THOROUGHBRED SIMULCAST RACES TO BE IMPORTED

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

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

QUARTER HORSE SIMULCAST RACES TO BE IMPORTED

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

I. For **STANDARDBRED** racing associations, list the host tracks from which the association proposes to import out-of-state and/or out-of-country harness races. Include the dates imported races will be held, and indicate whether a full card will be accepted. If the full card will not be imported, state "selected feature and/or stakes races".

HARNESS SIMULCAST RACES TO BE IMPORTED

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

J. For **ALL** racing associations, list imported simulcast races the association plans to receive that use breeds other than the breed of the majority of horses racing at its live horse racing meeting. Include

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EXHIBIT 5
(If applicable)

Satellites

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

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EXHIBIT 6
(If applicable)

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

EXHIBIT 6
(If applicable)

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

EXHIBIT 6
(If applicable)

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

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EXHIBIT 7
(If applicable)

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

EXHIBIT 7
(If applicable)

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

EXHIBIT 7
(If applicable)

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

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EXHIBIT 8
(If applicable)

Mini-Satellites

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

M2. OC Tavern
2369 South El Camino Real
San Clemente, CA 92672
Phone (949) 542-8877
Contact: Micheal Merrigan

M3. Santa Clarita Lanes
21615 W. Soledad Canyon Rd.
Saugus, CA 93454
Phone: (661) 254-0540
Contact: Tom Cristi

M4. Sammy's Original
23221 Lake Center Drive
Lake Forest, CA 92630
Phone: (949) 716-2367
Contact: Pete Genovese

M5. Tiled Kilt
1345 E. Thousand Oaks Blvd.
Thousand Oaks CA. 91362
Phone: (805) 777-7418
Contact: Robert Haupt

M6. Firehouse Restaurant
7701 White Avenue
Bakersfield, CA 93313
PH: 661-831-4688
Contact: Russ Johnson

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EXHIBIT 8
(If applicable)

M7. Lake Elsinore Casino
20930 Malaga Road
Lake Elsinore, CA 92530
PH: 951-674-5160
Contact: Pat Wilmes

M8. The Derby Room
3230 Hamner Avenue
Norco, CA 92860
PH: 951-692-3572
Contact: Jim Baerwald

M9. The Derby Room at Glen Arden
357 Arden Ave
Glendale, CA 91203
PH: 818-245-6397
Contact: Jim Baerwald

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

OTHER BREED SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Breed of Horse	Race Dates	Number of Races to be Imported
N/A			

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

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

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

13. CHARITY RACING DAYS

A. Name and address of the distributing agent (charity foundation) for the net proceeds from charity racing days held by the association: Del Mar Thoroughbred Club, PO Box 700, Del Mar, CA 92014

B. Names and addresses of the trustees or directors of the distributing agent: David H. Batchelder, PO Box 700, Del Mar, CA 92014 / Rollin Baugh, PO Box 700, Del Mar, CA 92014 / Dr. James R. Buell, 4790 Caughlin Pkwy #518, Reno, NV 89509 / Bo Derek, PO Box 700, Del Mar, CA 92014 / Joseph W. Harper, PO Box 700, Del Mar, CA 92014 / Kosta Hronis, PO Box 700, Del Mar, CA 92014 / Warner C. Lusardi, Lusardi Construction Company, 1570 Linda Vista Drive, San Marcos, CA 92078 / Marie G. Moretti, 6705 De Chardin Lane, Reno, NV 89511 / Jim Rome, PO Box 700, Del Mar, CA 92014 / Martin J. Wygod, The Wygod Group, PO Box 676306, Rancho Santa Fe, CA 92067

C. Dates the association will conduct races as charity racing days OR:

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

NOTICE TO APPLICANT: Net proceeds from charity racing days shall be paid to the designated and approved distributing agent within 180 days following the conclusion of the association's race meeting in accordance with the provisions of Business and Professions Code section 19555. Thereafter, the distributing agent shall distribute not less than 90% of the aggregate proceeds from such charity racing days within twelve (12) calendar months after the last day of the meeting during which the charity racing days were conducted and shall distribute the remaining funds as soon thereafter as is practicable. At least 50% of the distribution

shall be made to charities associated with the horse racing industry, in accordance with the provisions of Business and Professions Code section 19556(b) and (c).

14. RACING OFFICIALS, OFFICIALS, AND OFFICIATING EQUIPMENT

A. Racing officials nominated:

Association Veterinarian(s)	Dana Stead, DVM
Clerk of Scales	Matt Nichols
Clerk of the Course	Dawn Schmid
Film Specialist	Heather Correa
Horse Identifier	Jennifer Paige
Horseshoe Inspector	Victor Tovar
Paddock Judge	Karen Denovel
Patrol Judges	Karen Denovel, Heather Correa
Placing Judges	Robert Moreno, Ed Reese, Sue Brent
Starter	Jay Slender
Timer	John Lies

B. Management officials in the racing department:

Director of Racing	Thomas S. Robbins
Racing Secretary	David Jerkens
Assistant Racing Secretary	Zach Soto
Paymaster of Purses	Vicki Layne
Others (identify by name and title)	N/A

C. Name, address, email, and telephone number of the reporter employed to record and prepare transcripts of hearings conducted by the stewards: Michelle Derieg, Weinstein Court Reporters, LLC, PO Box 26634, Santa Ana, CA 92799, Santa Ana, CA 92799, (949) 637-6071, mderieg@weinsteincourtreporters.com

D. Photographic device to be used for photographing the finish of all races, name of the person supplying the service, and expiration date of the service contract: Plusmic Corporation, William O'Brien, Digital Photo Finish Only / Contract Expires: 12/31/2022

E. Indicate photo patrol video equipment to be used to record all races, name of the person supplying the service, and expiration date of the service contract. Specify the number and location of cameras for dirt and turf tracks. All races are recorded on EVS from Lyon Video until 2024. TVG - Expiration: 12/31/2024, Equipment list on-file with CHRB. For each race TVG will provide: Two manned pan cameras located near the judge's room in the press box providing a wide and a tight view of each race, turf and dirt, plus coverage for in-house video board presentation. / Four manned tower cameras: Three manned tower cameras per race. Backstretch head-on (Training Track Camera Tower) One tower, one scissor lift. Far Turn and Stretch Run back view (Quarter Chute Camera Tower) One tower, one scissor lift. Stretch-Run head-on (Livestock Barn Camera Tower) - turf. Stretch Run head-on (Livestock Barn Camera Tower - dirt. / 2 cameras in the paddock area provided coverage of horses, jockeys, trainers and owners. / A hand-held camera in winner cirle. / A pan camera located on the 7th floor providing race coverage for the in-house video board presentation (one of the pan cameras located near the judge's room in the press box). / Drone coverage when weather conditions permit are within FAA guidelines. / All races will be recorded and archived for the season. / TVG will provide talent for this event.

F. Type of electronic timing device to be used for the timing of all races, name of the person

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supplying the service, and expiration date of the service contract: AXCIS INFORMATION NETWORK, INC. TrackMaster c/o Equibase, 821 Corporate Drive, Lexington, KY 40503 / GPS System: Global Positioning Systems Technology, Name: David Siegel (Axcis Information Network, Inc. (TrackMaster/Equibase). Expiration Date: December 31, 2022

15. SECURITY CONTROLS

A. State the name and title of the person responsible for security controls on the premises. Include an organizational chart of the security department and a list of the names of security personnel and contact telephone numbers. EXHIBIT 10A SECURITY PERSONNEL AND EXHIBIT 10B 2022 GATE SCHEDULE

B. Estimated number of security guards, gatemen, patrolmen, or others to be engaged in security tasks on a regular full-time basis: 50

1. Attach a written plan for enhanced security for graded stakes races and races of $100,000 or more, to include the number of security guards in the restricted areas during a 24-hour period and a plan for detention stalls.

2. Detention Stalls:

   a. Attach a plan for use of graded stakes or overnight races. Detention barn is used as required by the CHRB.
   b. Number of security guards in the detention stall area during a 24-hour period: As needed at the direction of the CHRB.
   c. Describe number and location of surveillance cameras in detention stall area. For the meet we will be utilizing five or more Detention stalls, as needed, located east of the receiving/test barn as our detention area. We will install fixed cameras in each of the five detention stalls as well as fixed cameras viewing the shed-row from both directions. As with the barn area, surveillance control and viewing will be from the CHRB Investigators' Office on the Frontside.

3. TCO2 Testing:

   a. Number of races to be tested, and number of horses entered in each race to be tested: All
   b. Plan for enhanced surveillance for trainers with high-test results: Will follow CHRB directives
   c. Plan for detention stalls for repeat offenders: Will follow CHRB directives
   d. Number of security personnel assigned to the TCO2 program: Assigned as needed.

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

1. Location and number of video surveillance cameras for the detention stall and stable gate: Del Mar Thoroughbred Club utilizes pan/tilt/zoom cameras located at various places in the barn area. The images from these cameras are recorded on disk drives and stored for up to one week before being re-recorded. Control of these cameras is located in DMTC's security office.

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15. SECURITY CONTROLS – ATTACHMENT

A. Name and title of the person responsible for security controls on the premises. Include an organizational chart of the security department and a list of the names of security personnel and contact telephone numbers. **EXHIBIT 10 (A) / 2022 GATE SCHEDULE EXHIBIT 10 (B)**

B. Estimated number of security guards, gatemen, patrolmen or others to be engaged in security tasks on a regular full-time basis: 7**5**

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

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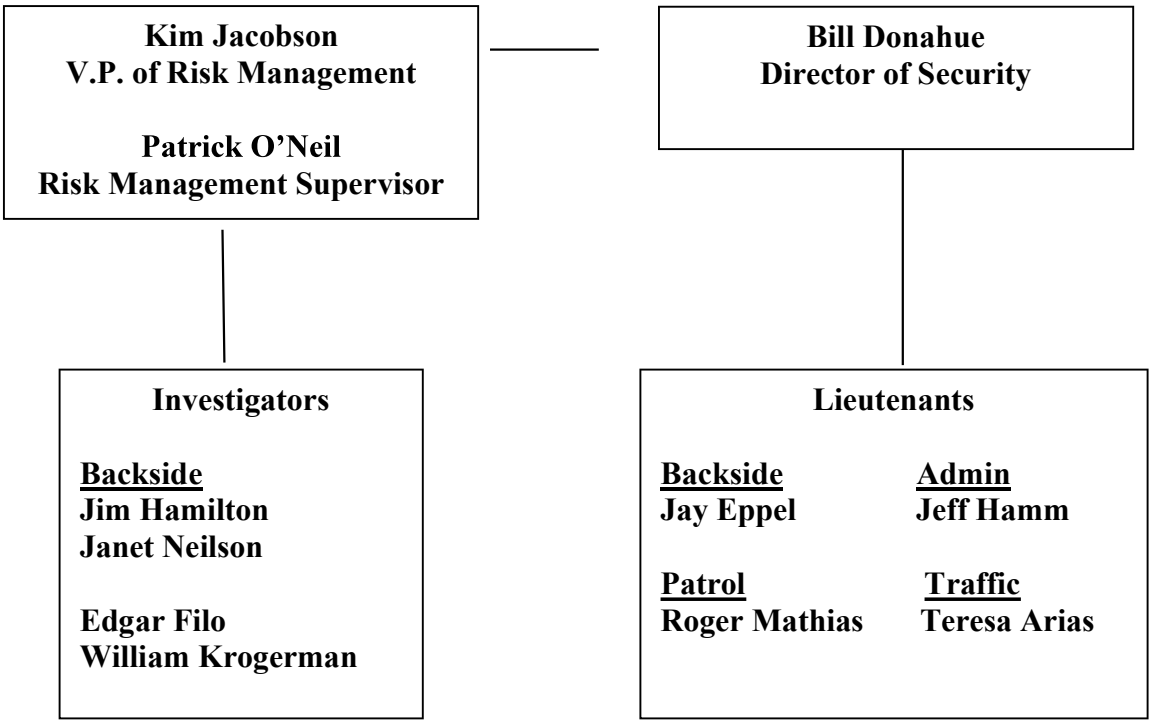
EXHIBIT 10A

Security Personnel

Person responsible for security controls on the premises:



Contact Information:

V.P. of Risk Management	Work 858-792-4233
Risk Management Supervisor	Work 619-840-7881
Director of Security	Work 858-755-1141 ext. 3652
Backside Investigator/Hamilton	Work 818-307-4483
Backside Investigator/Neilson	Work 760-809-3976
All others	Work 858-755-1141 ext. 3650

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

EXHIBIT 10B
2022 GATE SCHEDULE

2022 GATE SCHEDULE

GATE	Shifts																							
	12am	1am	2am	3am	4am	5am	6am	7am	8am	9am	10am	11am	12pm	1pm	2pm	3pm	4pm	5pm	6pm	7pm	8pm	9pm	10pm	11pm	12pm
24hr Main Gate																									
16hr Solana/Ocean Gate 4am-8pm / 2 shifts																									
24hr "Z" Gate																									

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D. For night racing associations: Describe emergency lighting system. N/A

16. EMERGENCY SERVICES

A. Name, address, and emergency telephone number of the ambulance service to be used during workouts and during racing: Mercy Ambulance, 2537 Old San Pasqual Road, Escondido, CA 92027 (760) 525-9676. On-track staff: Advanced Life Support Ambulances (ALS) - Paramedics and certified Emergency Medical Technicians are on-site at all times that either training or live racing is taking place.

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

B. Name, address, and emergency telephone number of the ambulance service to be used during workouts at auxiliary sites: Auxiliary Site: Los Alamitos / Huntington Ambulance Contact: Stacey O'Bryan, PO Box 145, Sunset Beach, CA 90742, (562) 904-1550. Auxiliary Site: San Luis Rey Downs / Mercy Ambulance, Contact: Jesse Torres, 2537 Old San Pasqual Road, Escondido, CA 92027, (760) 525-9676. Auxiliary Site: Santa Anita / Symons Ambulance, Contact: Ryan Merchant, 18592 Cajon Blvd., San Bernardino, CA 92407, (951) 880-6263.

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

C. Describe the on-track first aid facility, including equipment and medical staffing. The on-site first aid clinic at Del Mar Thoroughbred Club is located at the east end of the grandstand facility, with easy access from the track. The facility includes 4 patient beds (1 private room, 3 curtain areas). There are 2 Paramedics, 2 EMTs, 1 Medical Assistant and 1 doctor on site every racing day. Friday, Saturday, Sunday, Opening Day and Closing Day we have a Medical Coordinator (Medic 25) who works as liaison with Municipal EMS. There are two ALS equipped ambulances on site as well. The equipment contained in the first aid clinic includes: Oxygen at each station / Cardias monitor / SED / Otoscope / Opthalmascope / Pulse and 02 Oximeter / B/P Cuff / Thermometer / Bag Valve Mask / Surgery Light / Stethoscope / Glucose Monitor and Supplies / Surgical equipment (used for laceration repair and suture removal).

D. Name and emergency telephone number of the licensed physician on duty during the race meeting: All medical doctors can be reached by contacting the first aid clinic directly at (858) 755-1141 ext. 2814 or through our Security Office by calling ext. 3650. The first aid clinic, Paramedics and EMT's have radios to monitor the security channel and/or Official Channel. Medical calls are dispatched by way of radio. Our doctors are contracted through Del Mar Doxx's - and rotate on site for the racing days. The doctors include: Athanasios J. Foster, MD - Hessam Tabrizi, MD - Melinda E. Nevins, DO
If Quarter Horse racing association, see D.1.

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

E. Name, address, and emergency telephone number of the hospital to be used for admittance and treatment of emergency injuries in the event of an on-track injury to a jockey: Refer to the Del Mar Thoroughbred Club Jockey, On-Track Accident Response Program for specifics regarding

COUNTY OF SAN DIEGO

EMERGENCY MEDICAL SERVICES

EMERGENCY MEDICAL TRANSPORT PERMIT

AGENCY NAME: MERCY MEDICAL TRANSPORTATION, INC.

Effective Date: December 1, 2021

Expiration Date: November 30, 2022

Approved as:
- ALS ☒
- BLS ☒
- CCT ☐

Authorized by: Adria Cavanaugh Digitally signed by Adria Cavanaugh Date: 2021.10.27 14:03:32 -07'00'

Permit Officer, Emergency Medical Services

Permit Number: 21-130

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16.B.1 EMERGENCY SERVICES AUXILIARY SITES

CHRB
1010 Hurley Way #300
Sacramento, CA 95825

March 28, 2022

Dear CHRB Board,

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

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

Sincerely,

Stacey O'Bryan - President
Huntington Ambulance, LLC

16.B.1 EMERGENCY SERVICES AUXILIARY SITES

MERCY
Medical
Transportation
Inc.

Valley Center Office
27350 Valley Center Road
Valley Center, CA 92082
(760) 751-9797 – Office
(760) 751-8380 – Fax

March 16, 2022

California Horse Racing Board
1010 Hurley Way
Sacramento, CA 95825

RE: Ambulance Certification Letter

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

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

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

Respectfully,

Richard F Roesch
President
Mercy Medical Transportation, Inc.
Phone: 760-525-2688
Email: rick@mercymedtrans.com

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symbiosis
Care Reimagined.

March 28, 2022

To Whom It May Concern:

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

Respectfully,

Dawn M Downs

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

hospital selection. Scripps La Jolla, 988 Genesee Ave., La Jolla, CA 92037 (858) 626-4123 - Scipps Encinitas, 354 Santa Fe Drive, Encinitas, CA 92024 (760) 753-4123

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

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

H. Attach a fire clearance from the fire authority having jurisdiction over the premises.

I. Name of the workers' compensation insurance carrier for the association and the number of the insurance policy (if self-insured, provide details): State Compensation Insurance Fund of CA, IOA Insurance Services, 3875 Hopyard Road, Suite 200, Pleasanton, CA 94588, Policy #927286822

J. Attach a Certificate of Insurance for workers' compensation coverage. The CHRB is to be named as a certificate holder and given not less than ten (10) days' notice of any cancellation or termination of insurance that secures the liability of the association for payment of workers' compensation.

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

17. CONCESSIONAIRES AND SERVICE CONTRACTORS

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

Does the association provide its own concessions? Yes ☐ No ☒

18. ON-TRACK ATTENDANCE/FAN DEVELOPMENT

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

B. Promotional/Marketing budget for this race meeting: Advertising: $164,210 - Promotions: $137,097 - Communications: $68,882 - Other: $250 TOTAL $370,439

Del Mar Thoroughbred Club
Jockey On-Track Accident Response Program

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

Program Elements:

I. Medical Professionals On-Site During Racing - Summary

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

II. Jockey Information Health System

DMTC participates in the Jockey Information Health System through In Compass. All Medical Doctors and the Risk Management Department have access to this program.

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

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

II. Area Hospitals and Rapid Admittance

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

Del Mar Thoroughbred Club
Jockey On-Track Accident Response Program

a. The Scripps triage and base station is located at the La Jolla hospital – when determined transport is necessary, hospital will be contacted immediately by the Medical Clinic Staff, Paramedics or Risk Management.

b. Riders will be transported to Scripps La Jolla unless base station determines alternate site is necessary. All decisions on where a rider will be seen are made by Scripps La Jolla at the time of a reported incident. DMTC will not know where a rider is being taken until such time that transport has been initiated and we are advised as to which facility they are directed to.

c. The addresses of the hospitals are: (Both are located less than 10 miles from DMTC)
   a. Scripps La Jolla
      9888 Genesee Avenue
      La Jolla, CA 92037
      Tel: 858.626.4123

   b. Scripps Encinitas
      354 Santa Fe Drive
      Encinitas, CA 92024
      Tel: 760.753.4123

III. The DMTC Safety and Health and Program Manager

a. The DMTC Risk Manager serves as the Safety Manager and coordinator of the Jockey medical treatment and on-track accident program.

b. DMTC also maintains an Assistant Safety and Health Manager (the Risk Management Supervisor) during the live meet period in the event the Safety Manager is unavailable.

c. Both the Risk Manager and the Risk Manager Supervisor can be reached at the following extensions, Ext. 4233 or Ext. 3225 respectively or via radio on the Official Channel as Risk 1 and Risk 2. As needed, the DMTC Operator or security Dispatch can assist with obtaining alternate contact numbers as well.

IV. On-site First Aid Facilities and Staffing

a. Physician - Services for the on-site medical clinic are contracted through Del Mar Doxxs. During all live racing periods there will a licensed physician and medical assistant on duty.

b. Advanced Life Support Ambulances (ALS) – A Paramedic and Certified Emergency Medical Technicians are on site at all times that either training or live racing is taking place. During Training hours there will be one ALS ambulance and one team which includes one, at a minimum (1) Paramedic and one (1) Certified Emergency Medical

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

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

V. Ambulance and Medical Transport Protocols

a. Contracted ambulance service – DMTC contracts with a licensed Emergency Medical Services provider who provides ALS on-track emergency medical response. San Diego County requires all transports, except life threatening situations to be handled by the CSA-17 provider. Anytime a rider requires transport, Nor Com is notified by Security Dispatch

b. Local municipal services – The Del Mar Fire Department or others within the Rancho Fire Service (CSA-17) area may respond as needed or called upon. The Rancho Fire Service will respond with Paramedics and EMT's on the fire trucks as well as Paramedics assigned to the municipal ambulances.

VI. The Emergency Medical Plan

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

General Conditions

- On-site Paramedics and EMT's will respond to any observed rider on-track accident or as otherwise summoned for assistance. Such response will occur during training and/or live racing periods,

- If an incident requires transport, the hospital will be contacted and notified of the patient transport. (The La Jolla location of Scripps Hospital serves as the triage and base station for all incidents requiring hospital emergency care; they will direct the medical transport team as to which hospital to respond to.)

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Del Mar Thoroughbred Club
Jockey On-Track Accident Response Program

Communications

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

Response During Training Periods

- During training periods, Advanced Life Support Unit 9 will determine the nature and extent of any injuries and whether transport to a medical facility is necessary,

- The DMTC Security Dispatch will be notified immediately of any rider incident on-track or otherwise during training periods and will assist EMS provider with securing additional medical help for transport to area hospital when necessary.

- Municipal units will meet on-track unit at the transfer point to secure injured rider and transport to one of designated hospital.

- Incidents with injuries not requiring transport to one of the local hospitals identified within this program will be treated on-track or at the DMTC first aid clinic based upon Paramedic judgment.

- Any on-track accidents during training periods will be immediately reported to Security dispatch. Safety Manager, Assistant and/or Backside Investigator should be notified immediately so they may conduct a review of the incident and follow up with any additional reporting as might be required.

Response During Pre-Race (Paddock)

- Unit 9A will be situated in the paddock area during pre race activities to respond to an emergency occurring in the paddock area.

- Unit 9A will follow the field from the paddock down the horse walk and continue to observe through the post parade.

- Should an emergency occur Security Dispatch will be notified immediately.

- DMTC Safety and Health Program Manager and/or Assistant will respond to incident.

Del Mar Thoroughbred Club
Jockey On-Track Accident Response Program

- Security dispatch will notify on site medical clinic that an incident has occurred.

- As needed, additional medical assistance will be summoned from local municipal resources,

- DMTC Security will respond to incident and assist with crowd control. If necessary, security will provide escort to the medical clinic.

Accidents During Live Racing

- ALS unit –Unit 9 following the racing field will immediately respond to on-track accidents; simultaneously, the on-track physician and medical assistant will be made aware of the incident via radio contact, observation of the race via closed –circuit television or as advised by the DMTC Safety or Security Staff,

- ALS unit – Unit 9A will be on stand-by to assist and/or replace the on-track unit should it be necessary for Unit 9 to leave the track for any reason.

- In the event of a multiple rider down situation Unit 9 will call for immediate backup from Unit 9A at which time Unit 9A will enter the track (when safe to do so) to assist. If the situation is going to require additional response from outside agencies Unit 9 will request outside units through Security Dispatch.

- Should incident require ambulance to leave the track prior to the start of the race, Unit 9A will immediately move in to position at the starting gates. When this occurs Unit 9A will notify stewards via radio that they are in place.

- If for any reason Unit 9A is unavailable CHRB stewards must be notified immediately via the official channel.

- As needed, additional medical assistance will be summoned from local municipal resources,

- Paramedic on site of incident will determine the necessary treatment. Riders may be transported to the on-site medical facility for further evaluation, observation and triage or the Paramedic may determine transport is necessary. Should the Paramedic determine that transport is necessary they will alert Security so outside EMS can be dispatched. Paramedics have radio contact with Scripps La Jolla and will notify them directly of the transport. Risk Management will notify Officials.

- To the extent possible, all care will be provided by the professionals within the DMTC medical clinic,

- DMTC Safety and Security staff will immediately respond to the medical clinic to assist with event management and access control to the medical clinic,

- Depending on the nature and severity of injuries, the rider(s) may be transported to one of the local hospitals noted within this plan for further medical care and treatment as is needed,

- Any on-track accidents during live racing will be immediately reported to the Safety Manager, for analysis review and additional reporting as might be required.

- When one of the ALS units are required to leave the grounds DMTC Security will be notified immediately and instructed to call Nor Com for any patron medical aids until unit returns to grounds.

- Risk Management Department will provide Jockey Information Health System paperwork and Workers Compensation to the hospital for those Jockeys who participate.

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

VII. Posting This Plan

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

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

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

IIX. Updates

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

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Del Mar Thoroughbred Club
Programa de Respuesta ante un Accidente de los Jinetes en las Pistas

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

Elementos del Programa:

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

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

II. Sistema de Salud para la Información del Jinete

DMTC participa en el Sistema de Salud para la Información del Jinete por medio de In Compass. Todos los Médicos y Departamento de Gestión de Riesgos tienen acceso a este programa.

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

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

II. Hospitales de la Zona y Admisi n Rápida

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

Del Mar Thoroughbred Club
Programa de Respuesta ante un Accidente de los Jinetes en las Pistas

a. La estación base y triaje de Scripps se sitúa en el hospital de La Jolla, cuando se necesite un transporte determinado se les pondrá en contacto de inmediato con el Personal Médico de la Clínica, Paramédicos o Gestión de Riesgos.

b. Se trasladará a los jinetes a Scripps La Jolla a menos que la estación base determine un lugar alternativo en caso necesario. Todas las decisiones con respecto a donde se atenderá a un jinete se realizarán en Scripps La Jolla en el momento en que se reporte el accidente. DMTC no sabrá a dónde se lleva al jinete hasta el momento en que se haya iniciado el traslado y se nos avise sobre la instalación a la que se dirige.

c. Las direcciones de los hospitales son: (Ambas se localizan a menos de 10 millas de DMTC)
   a. Scripps La Jolla
      9888 Genesee Avenue
      La Jolla, CA 92037
      Tel: 858.626.4123

   b. Scripps Encinitas
      354 Santa Fe Drive
      Encinitas, CA 92024
      Tel: 760.753.4123

III. Salud y Seguridad y Gerente del Programa de DMTC

a. El Gerente de Riesgos de DMTC atiende como Gerente de Seguridad y coordinador del tratamiento médico del jinete y el programa de accidentes en la pista.

b. DMTC también mantiene un Asistente del Gerente de Seguridad y Salud (el Supervisor de Gestión de Riesgos) durante el periodo del encuentro de carreras en directo en caso de que el Gerente de Seguridad no esté disponible.

c. Tanto el Gerente de Riesgos y el Supervisor del Gerente de Riesgos pueden localizarse en las siguientes extensiones, Ext. 4233 o Ext. 3225 respectivamente o por medio de radio mediante el Canal Oficial como Riesgo 1 y Riesgo 2. Cuando se necesite, el Operador o Despacho de Seguridad de DMTC también podrán ayudarle a conseguir números de teléfono de contacto alternativos.

IV. Instalaciones de Primeros Auxilios en el Sitio y Personal

a. Médico- Los servicios para el centro médico en el sitio se contratan por medio de Del Mar Doxxs. Durante los periodos de carreras en directo se proporcionará un médico licenciado y ayudante médico en servicio.

b. Las Ambulancias Avanzadas de Apoyo Vital (“ALS” por sus siglas en inglés) - Un Paramédico y Técnicos Médicos de Emergencia Certificados están en el sitio en todo

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

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

V. Protocolos de Transporte de Ambulancia y M dicos

a. El servicio de ambulancia contratado - DMTC tiene contratado a un proveedor de Servicios Médicos de Emergencia licenciado que ofrece respuesta médica de emergencia en las pistas de ALS. El Condado de San Diego requiere que todos los transportes, salvo las situaciones que amenacen la vida se manejen por el proveedor CSA-17. En cualquier momento que un jinete requiera transporte, el Despacho de Seguridad notificará a Nor Com.

b. Los servicios municipales locales - El departamento de bomberos Del Mar u otros dentro del área de servicio de incendios de Rancho (CSA-17) podrá responder según se necesite o solicite. El Servicio de Bomberos de Rancho responderá con Paramédicos y EMT en los camiones de bomberos y los Paramédicos asignados a las ambulancias municipales.

VI. Plan Médico de Emergencia

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

<u>Condiciones Generales</u>

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

Del Mar Thoroughbred Club
Programa de Respuesta ante un Accidente de los Jinetes en las Pistas

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

Comunicaciones

- A los Paramédicos y EMT (Unidades 9 y 9A) se les asignarán radios para permitir una comunicación constante con el despacho de seguridad y los oficiales. Tanto el Canal Oficial y el Canal de Despacho se controlarán en todo momento.

- Se le asignará a la Clínica Médica una radio y mantendrá contacto con el despacho de seguridad en todo momento.

- El despacho de seguridad de DMTC controlará el canal oficial en todo momento.

- El Gerente del Programa de Seguridad y de Salud y Asistente controlarán el canal de seguridad en todo momento. Ambas personas estarán disponibles tanto en el sitio como por teléfono celular las 24 horas al día durante el encuentro de las carreras en directo.

Respuesta Durante los Periodos de Entrenamiento

- Durante los periodos de entrenamiento, la Unidad 9 de Apoyo Vital Avanzado determinará la naturaleza e importancia de cualquier lesión y si el transporte a una instalación médica fuera necesario.

- Se avisará de inmediato al Despacho de Seguridad de DMTC sobre cualquier incidente de los jinetes en la pista o de otro modo durante los periodos de entrenamiento y ayudará al proveedor del Servicio Médico de Emergencia a obtener ayuda médica adicional para facilitar el transporte al hospital del área cuando se necesite.

- Las unidades municipales se reunirán con la unidad en la pista en el punto de traslado para asegurar al jinete lesionado y transportarlo a uno de los hospitales designados.

- Los incidentes con lesiones que no requieran transporte a uno de los hospitales locales identificados dentro de este programa, se tratarán en la pista o en la clínica de primeros auxilios de DMTC según el criterio del Paramédico.

- Cualquier accidente en la pista durante los periodos de entrenamiento se reportará de inmediato al Despacho de Seguridad. Se notificará de inmediato al Gerente de Seguridad, Asistente y/o Investigador trasero para que puedan llevar a cabo una revisión del incidente y seguimiento con cualquier reporte adicional que sea necesario.

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Del Mar Thoroughbred Club
Programa de Respuesta ante un Accidente de los Jinetes en las Pistas

Respuesta Durante la Pre-carrera (Paddock)

- La Unidad 9A estará situada en el área del paddock durante las actividades previas a la carrera para responder a una emergencia que ocurra en el área del paddock.

- La Unidad 9A seguirá el campo desde el paddock hasta el camino del caballo y seguirá observando durante el desfile posterior.

- Si se produce una emergencia se notificará de inmediato al Despacho de Seguridad.

- El Gerente del Programa de Salud y Seguridad y/o Asistente de DMTC responderá al incidente.

- El Despacho de Seguridad notificará a la clínica médica en el sitio de que se ha producido un incidente.

- Según sea necesario, se solicitará asistencia médica adicional de los recursos municipales locales.

- La seguridad de DMTC responderá al incidente y ayudará con el control de la multitud. Si fuera necesario, la seguridad proporcionará acompañamiento a la clínica médica.

Accidentes Durante la Carrera en Directo

- La unidad ALS - Unidad 9 que sigue el campo de carreras responderá de inmediato a los accidentes en la pista; simultáneamente, se pondrá en conocimiento al asistente médico y médico en la pista del incidente contactándoles por medio de radio, la observación de la carrera se hará por medio de un circuito cerrado de televisión o según lo aconsejado por el Personal de Seguridad de DMTC.

- La unidad ALS - Unidad 9A estará pendiente para ayudar o remplazar a la unidad de la pista en caso de que fuera necesario que la Unidad 9 abandone la pista por cualquier razón.

- En el caso de una situación en la que se hayan caído varios jinetes, la Unidad 9 llamará para refuerzos inmediatos a la Unidad 9A, momento en el cual la Unidad 9A entrará en la pista (cuando sea seguro hacerlo) para ayudar. Si la situación va a requerir una respuesta adicional de entidades externas, la Unidad 9 solicitará unidades externas a través del Despacho de Seguridad.

- Si un incidente requiere ambulancia deberá abandonar la pista antes de que empiece la carrera. La Unidad 9A se desplazará de inmediato a una posición al cajón de salida. Cuando esto ocurra la Unidad 9A avisará a los encargados por medio de radio de que están en su lugar.

- Si por cualquier razón la Unidad 9A no está disponible se notificará de inmediato a los encargados CHRB por medio del canal oficial.

- Según se necesite, se pedirá asistencia médica adicional desde los recursos municipales locales.

- El paramédico en el sitio del incidente determinará el tratamiento necesario. Los jinetes podrán ser transportados a la instalación médica en el sitio para una evaluación, observación y triaje adicionales, o el paramédico podrá determinar que es necesario el transporte. Si el paramédico determina que el transporte es necesario, alertará a Seguridad para que se pueda mandar al Servicio Médico de Emergencia externo. Los paramédicos tienen contacto por radio con Scripps La Jolla y les notificarán directamente sobre el transporte. La Gerencia de Riesgos notificará a los Funcionarios.

- En la medida de lo posible, los profesionales ofrecerán toda la atención dentro de la clínica médica de DMTC.

- El personal de Seguridad de DMTC responderá de inmediato a la clínica médica para ayudar con la gerencia del suceso y control de acceso a la clínica médica.

- Dependiendo de la naturaleza y gravedad de las lesiones, se podrá transportar al jinete(s) a uno de los hospitales locales señalado dentro de este plan para atención médica ulterior y tratamiento según se necesite.

- Cualquier accidente en la pista durante la carrera en directo se reportará de inmediato al Gerente de Seguridad, para una revisión del análisis y reporte adicional según se requiera.

- Cuando una de las unidades de unidades de ALS requieran que abandone los terrenos, se avisará de inmediato a la Seguridad de DMTC y se le instruirá llamar a Nor Com para cualquier atención médica protectora hasta que regrese la unidad al terreno.

- El Departamento de Gerencia de Riesgos proporcionará la documentación del Sistema de Salud de Información del jinete y Compensación de los Trabajadores al hospital para aquellos jinetes que participen.

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

VII. Publicación de este Plan

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

a. La Sala del Jinete situada en la primera planta de las Gradas del Clubhouse.
b. Las instalaciones médicas en el sitio de DMTC, y

c. Despacho de Seguridad de DMTC.

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

IIX. Actualizaciones

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

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DEL MAR
THOROUGHBRED CLUB

Josh Rubinstein
President & COO

August 8, 2022

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

Re: C RB 4 CCR 1927 Fire Prevention and Auxiliary Stabling
Letter of Request for an Exemption or Extension

Dear Executive Director Chaney,

In accordance with Section 16 of the Application for License to Conduct a orse Racing Meeting, Del Mar Thoroughbred Club "DMTC") requests an exemption from the 45-day provision of Rule 1927 as the current fire inspection/clearance the C RB has on file is valid through December 31, 2022.

Thank you for your consideration and assistance.

Very truly yours,

Josh Rubinstein, President

cc: Amanda Drummond
Nicole Lopes-Gravely

P.O. Box 700 • Del Mar, CA 92014-0700 • 858-755-1141
http://www.delmarracing.com

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SANTA ANITA PARK

August 15, 2022

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

Re: CHRB Rule 1927 Exemption Request

Dear Mr. Chaney,

In accordance with Section 16H of the Application for License to Conduct a Horse Racing Meeting, Del Mar Thoroughbred Club is required to submit a letter of inspection by the fire authority having jurisdiction over auxiliary stabling sites listed in their application.

As has been previously discussed, the City of Arcadia Fire Department is not able to conduct an inspection within 45 days of the start of each meet. Los Angeles Turf Club, Incorporated ("LATC") has previously submitted to the board the Arcadia Fire Department's fire clearance letter dated June 15, 2022.

North County Fire Protection District completed an inspection of San Luis Rey Training Center on November 23, 2021 as previously submitted to the board. North County Fire has stated they are only able to complete one inspection per year. A reinspection date has been requested and will likely be completed in November 2022.

LATC and SLR requests an exemption from the requirement of Rule 1927 that the fire authority having jurisdiction over the barn areas perform an inspection within 45 days prior to the commencement of the race meeting.

Please let me know if you have any questions.

Sincerely,

Nate Newby

DEPARTMENT OF FORESTRY AND FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL
Fire and Life Safety Division
24680 Jefferson Avenue, Suite B
Murrieta, CA. (916) 445-8200
Website: www.fire.ca.gov

April 13, 2022

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

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

Dear Mrs. Walls,

A fire & life safety inspection at the above referenced facility was conducted on April 13th, 2022 by DSFM Ben Salazar in accordance with section 13108 (c) of California Health & Safety Code. The purpose was to determine compliance with the minimum fire & life safety standards required by Title 19 and Title 24 of California Code of Regulations.

No deficiencies were noted at the time of inspection.

In accordance with regulations as adopted by the California Horse Racing Board, this letter may be accepted as a fire clearance from this office for the aforementioned time period at the Del Mar Thoroughbred Club located at the San Diego County Fairgrounds.

If we can be of further assistance, or for additional information or clarification please feel to contact me at 916-212-2307

Sincerely,

DSFM Ben Salazar

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ORANGE COUNTY FIRE AUTHORITY

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

Lori Smith, Assistant Chief/Fire Marshal (714) 573-6000 **www.ocfa.org**

FIRE AND LIFE SAFETY INSPECTION CLEARANCE LETTER

March 8, 2022

Frank Sherren
Los Alamitos Race Course
4691 Katella Avenue
Cypress, CA 90630

Subject: Fire and Life Safety Inspection

An inspection was conducted by the Orange County Fire Authority (OCFA) for the Los Alamitos Race Course at 4691 Katella Avenue, Los Alamitos, CA 90630. This inspection was performed on October 5, 2021 by OCFA Fire Inspector, Kenneth Wiggins. The inspection report will be turned in for data entry to OCFA records. This letter will serve as your fire clearance from the OCFA.

Please contact me directly if you have any questions or concerns.

Respectfully,

Kenneth Wiggins
Fire Inspector
Prevention Field Services Section
(714) 229-8801
kennethwiggins@ocfa.org

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

Tuesday, 23 November, 2021

Attn: Teresa Jennings
,

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

Re: Initial - Fire & Life Safety on November 23 2021

NOTICE OF INSPECTION - COMPLETED

CONGRATULATIONS, your Fire and Life Safety Inspection has satisfactorily been completed and no violations were noted at this time. The North County Fire Protection District would like to thank you for making fire and life safety a priority.

If you have any questions regarding our Fire and Life Safety Inspection program, please contact the Fire Prevention Bureau at: (760) 723-2010.

Inspection Notes:
This facility was deferred to NCFPD Fire Prevention Bureau personnel who is handling the inspection.

Inspector:

Fire Protection Spec. Aaron Murg
amurg@ncfire.org
760-723-2042

Property Representative:

CA-37075 / 1369262 / 380140

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City of Arcadia

Fire Department

June 15, 2022

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

RE: Los Angeles Turf Club Fire Clearance

To Whom It May Concern:

The Arcadia Fire Department, Fire Prevention Bureau, conducted a Fire and Life Safety Inspection of the facilities at Los Angeles Turf Club to be used for the dates of July 1, 2022, through December 10, 2022.

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

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

Sincerely,

Mark Krikorian
Fire Marshal

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

Barry R. Spriggs
Fire Chief

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

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DELMART-01 MORRISONA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/14/2022

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 License # 0E67768
IOA Insurance Services
3875 Hopyard Road
Suite 200
Pleasanton, CA 94588

CONTACT NAME:
PHONE (A/C, No, Ext): (925) 416-7862 FAX (A/C, No): (925) 416-7869
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B : State Compensation Insurance Fund of CA	35076
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Del Mar Thoroughbred Club
PO Box 700
Del Mar, CA 92014

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	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			SNCGL1800902	3/15/2022	3/15/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
	OTHER:						SEXUAL ABUSE MO	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			SNAUTO83102	3/15/2022	3/15/2023	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			SNFXS0087702	3/15/2022	3/15/2023	AGGREGATE	$ 5,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A		927286822	3/31/2022	3/31/2023	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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Evidence of Coverage

CERTIFICATE HOLDER

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

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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EXHIBIT 14

TIP SHEETS:

John Acquarelli
Duke's Racing Selections
2317 Hogan Way
Oceanside, CA 92056

Toby Turrell
Winners
532 ½ #D Via de la Valle
Solana Beach, CA 92075

Bruce M. Andrews, Jr
Deuce Bruce
5910 Rancho Mission Rd
San Diego, CA 92108

Jeff Bohland
Bob's Card, Inc.
16803 Ernest Avenue
Cleveland, OH 44256

SADDLERY SERVICES:

Frank Wipfli
Western Saddlery, Inc.
7038 Commerce Circle
Pleasanton, CA 94588

MISCELLANEOUS CONCESSIONS/SERVICES:

Tony Vasquez
Garda Cash Logistics
8807 Complex Drive
San Diego, CA 92123

Rayetta Burr
Benoit & Associates, Inc.
Track Photographers
PO Box 60014
Arcadia, CA 91066-6014

Del Mar Doxx-A.J. Foster
Track Physicians
380 Stevens Ave., Ste 100
Solana Beach, CA 92075

Michael Costello
United/Puett Electrical
Starting Gates
224 Tater Hill Rd.
East Haddam, CT 06423

Brent Gulley
Gulley's Livestrock Disposal
10272 Juniper Rd.
Oak Hills, CA 92344-0304

Deven Owen
West Coast Feed
PO Box 893007
Temecula, CA 92589

Gary S. Bell
Citrus Feed
PO Box 249
La Verne, CA 91750

Angel P. Unamuno
Angel's Feed
4518 Rowland Ave.
El Monte, CA 91731

Cristobal Virgen
Cristobal Virgen Shoe Shine
1057 Gai Drive
San Diego, CA 92130

Chris Aplin
Chris Aplin Barbershop Services
285 W. Huntington Drive
Arcadia, CA 91007

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Promotional/Marketing budget for prior race meeting: Advertising: $132,465 - Promotions: $102,046 - Communications: $61,737 - Other $1,662 TOTAL $297,909

C. Number of hosts and hostesses employed for meeting: We employ approximately 22 customer service representatives on weekdays (Fridays) and 35 on weekend (Saturdays and Sundays).

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

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

1. Horsemen Attached
2. Fans Attached
3. Facilities in the restricted areas Attached

19. SCHEDULE OF CHARGES

A. List proposed charges. Note any changes from the previous year. ATTACHED

Admission (general)
Admission (clubhouse)
Reserved seating (general)
Reserved seating (clubhouse)
Parking (general)
Parking (preferred)
Parking (valet)
Programs (on-track)
(off-track)

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

C. Describe any "package" plans, such as combined parking, admission, and program.

20. JOCKEYS/DRIVERS' QUARTERS

A. Check the applicable amenities available in the jockeys/drivers' quarters.

☒ Corners (lockers and cubicles) How many 73

☒ Showers ☒ Steam room, sauna, or steam cabinets ☒ Lounge area

☒ Masseur ☒ Food/beverage service ☒ Certified platform scale

B. Describe the quarters to be used for female jockeys/drivers. Female jockey quarters include a separate locker area (2), shower area, sauna area and lounge area.

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18. ON-TRACK ATTENDANCE/FAN DEVELOPMENT

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

1. HORSEMEN

- **Replacement of stairways, balconies and shed row posts in stable area living quarters (restricted area) – on-going.**
- **Replacement of flooring, doors, locks, and window screens in living quarters (restricted area) – on-going.**
- **Upgrade of morning workout lighting (restricted area) – on-going.**
- **Repair of all stable area smoke detectors (restricted area) – on-going.**
- **Replacement of water service to miscellaneous barns in stable area (restricted area) – on-going.**
- **Backfill of all stable area stalls with decomposed granite (restricted area) – on-going.**
- **Renovation of miscellaneous restrooms, tack rooms and living quarters in stable area (restricted area) – on-going.**
- **Replacement of exterior electrical outlets and wall lights in stable area (restricted area) – on-going.**
- **Clean and screen all stable area shed-drains and roadways due to rocks and debris (restricted area) – on-going.**
- **Clean and dig-out all stable area wash racks and storm drain boxes (restricted area) – on-going.**
- **Re-grading of main dirt track (restricted area) – on-going.**
- **Repair camera towers and replace worn track rail and mirror padding (restricted area) – on-going.**

- **FANS**
- **Installation of Sneeze Guards at all teller locations.**
- **Resurface exterior exit stairs in Clubhouse Terrace**
- **Repair decking in Clubhouse and Stretch Run**
- **Increased safety and fire prevention by adding roving fire captain to grounds during racing hours.**
- **Increase the frequency of power washing seating areas.**
- **Upgrade tables/seating in Paddock view restaurants – on-going.**
- **Painting grandstand seating, railings and restroom doors – on-going.**
- **Replacement of television monitors with flat screen monitors throughout facility and the addition of more to increase fan needs – on-going.**
- **Installation of wireless technology throughout the facility to enhance the mobile app experience - on-going.**
- **Replace all restaurant and box seating chairs in grandstand – on-going.**
- **Enhance general admission seating by adding picnic tables on apron.**
- **West Lawn shade area added with additional seating, mutuels, bars and video board for family and group guests**
- **Enhance concession food options in Plaza de Mexico**
- **Replace rubber pavers on horse path in Clubhouse**

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

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19. SCHEDULE OF CHARGES

A. List proposed charges. Note any changes from the previous year. Price changes from 2021 noted below.

Fall Meet 2022

Admission	**$6.00 ($3.00 with Diamond Club)**
***Reserved Seating**	**$8.00 Thanksgiving Day and Friday** **$12.00 Sunday and Opening Day** **$14.00 Saturday** **(includes admission)****
Parking (general, single day)	**$10.00 (Opening Day *$15.00)**
Parking (general, advance Discount Book of 5)	**$25.00**
Parking (valet)	**$20.00**
Programs (on-track)	**Included with paid admission**
Programs (off-track)	**$2.25**

***Proposed Changes:**

- ***Reserved Seating increased $4.00 on Thanksgiving Day and Friday, increased $6.00 on Sunday and Opening Day, and increased $6.00 on Saturday.**
- **** Seat prices include admission in fall of 2022**

B. Describe any "Season Boxes" and "Turf Club Membership" fees:
No Changes from Fall 2021 in Season Boxes or Turf Club fees:

Annual Turf Club Membership (2 persons):	**$1,500.00**
Annual Turf Club Membership (1 person):	**$1,100.00**
Daily Turf Club Admission (member guests):	**$20.00**
Daily Turf Club Admission (non-member):	**$60.00**
Stretch Run & Clubhouse Season Box Seats:	**$85 - $100 per seat**
Season Reserved Seat:	**$70.00**

C. Describe any "package" plans such as combined parking, admission and program:
Turf Club memberships include valet parking. All paid admissions and seat or table tickets include official programs. All seat and table tickets include admission in 2022.

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21. BACKSTRETCH EMPLOYEE HOUSING

A. Inspection of backstretch housing was completed by CHRB staff on June 10, 2022.

B. Number of rooms used for housing on the backstretch of the racetrack: 665

C. Number of restrooms available on the backstretch of the racetrack: 253

D. Estimated ratio of restroom facilities to the number of backstretch personnel: Restroom facilities available on the backstretch 253. Estimated ratio to the number of personnel - 1 restroom facility per 4 backstretch employees.

22. TRACK SAFETY

A. Total distance of the racecourse, measured from the finish line counterclockwise (3' from the inner railing) back to the finish line: 5,280 feet.

B. Describe the type of track surface at the facility, including the specific track surface composition. The main track surface is a Dirt Running Surface. The surface consists of a 10" sandy loam on top of a layer of decomposed granite and 6" round perforated drain pipe on top of the existing dirt sub-base. The turf course consists of GN-1 Bermuda grass sod with a growing medium consisting of 9" of silica sand mixed with peat and turf grids blended into the top 6".

C. The percent of cross slope in the straightaways is: 2.5%
The percent of cross slope in the center of the turns is: 5%

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

E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474: Tom Robbins, Executive VP Racing

F. Attach a Track Safety Maintenance Program pursuant to CHRB Rule 1474.

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

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23. CLARATIONS

A. All labor and lease agreements and concession and service contracts necessary to conduct the entire meeting have been finalized, except as follows (if no exceptions, so state):

B. Attach each horsemen's agreement pursuant to CHRB Rule 044.

C. Attach an agreement to provide for race-day furosemide administration, pursuant to CHRB Rule 845.

D. Attach a lease agreement permitting the association to occupy the racing facility during the entire term of the meeting. (In the absence of either a lease agreement or a horsemen's agreement, a request for an extension pursuant to CHRB Rule 1407 shall be made.)

E. All service contractors and concessionaires have valid state, county, or city licenses authorizing each to engage in the type of service to be provided and have valid labor agreements, when applicable, which remain in effect for the entire term of the meeting, except as follows (if no exceptions, so state):

F. Absent natural disasters or causes beyond the control of the association, its service contractors, concessionaires, or horsemen participating at the meeting, no reasons are believed to exist that may result in a stoppage to racing at the meeting or the withholding of any vital service to the association, except as follows (if no exceptions, so state): No Exceptions

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

24. CERTIFICATION BY APPLICANT

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

X _____
Signature

TOM ROBBINS	EXECUTIVE VP RACING	8/11/2022	8/11
Print Name	Print Title	Date	

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EXHIBIT 16

DEL MAR THOROUGHBRED CLUB - UNION CONTRACTS CURRENTLY IN NEGOTIATION

UNION	SIGNATORY ASSOCIATIONS	JOB CLASSIFICATION	CONTRACT DATES
Teamsters Local 495 Auto Park	Del Mar Thoroughbred Club Los Alamitos Race Course Los Angeles Turf Club, Incorporated Fairplex	Auto Park	July 2021 through June 30, 2024
Teamsters Local 495 Clockers/ Outriders	Del Mar Thoroughbred Club Los Alamitos Race Course Los Angeles Turf Club, Incorporated Fairplex	Clockers / Outriders	July 2021 through June 30, 2024
Teamsters Local 495 Starters	Del Mar Thoroughbred Club Los Alamitos Race Course Los Angeles Turf Club, Incorporated Fairplex	Starters	July 2021 through June 30, 2024
Teamsters 495 Racing	Del Mar Thoroughbred Club Los Alamitos Race Course Los Angeles Turf Club, Incorporated Fairplex	Racing Officials	July 2021 through June 30, 2024
SEIU Local #280	Del Mar Thoroughbred Club Los Alamitos Race Course Los Angeles Turf Club, Incorporated Fairplex SCOTWINC	Mutuels	Jan 1, 2020 through Dec 31, 2022
SEIU #1877 SEIU UNITED SERVICE WORKERS WEST (SEIU USWW)	Del Mar Thoroughbred Club Los Alamitos Race Course Los Angeles Turf Club, Incorporated Fairplex	Racing	In Negotiations
Local #89	Del Mar Thoroughbred Club	Laborers	In Negotiations
Local #542	Del Mar Thoroughbred Club	Tractor/Truck Drivers	In Negotiations
SEIU #1877 SEIU UNITED SERVICE WORKERS WEST (SEIU USWW)	Del Mar Thoroughbred Club	Admissions / Public Events / Security / Janitorial	In Negotiations

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23.C RACE-DAY FUROSEMIDE AGREEMENT

3rd PARTY LASIX ADMINISTRATION AGREEMENT

This 3rd Party Lasix Administration Agreement (this "Agreement") is entered into as of APRIL, 2022 (the "Effective Date") by and between the Del Mar Thoroughbred Club, Inc. ("DMTC"), the Thoroughbred Owners of California, Inc. ("TOC"), and the California Thoroughbred Trainers, Inc. ("CTT") and each individually a "Party" and collectively the "Parties".

RECITALS

A. CHRB Rule 1845 requires that the Parties enter into an agreement to provide for race-day furosemide administration.

B. CHRB Rule 1845 further requires that the agreement described DMTC's program for the administration of race day furosemide, the minimum level of staffing necessary to carry out the program, and the projected costs to horsemen for such administration.

C. The Parties intend for this Agreement to comply with and satisfy the requirements of CHRB Rule 1845.

AGREEMENT

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

1. **TERM** This Agreement shall take effect on July 10, 2022 and shall continue through December 1, 2022 (the "Term"). If the Parties have not entered into a new agreement which satisfies the requirements of CHRB Rule 1845 prior to the conclusion of the Term, the terms and conditions set forth in this Agreement shall continue to remain in effect and binding on the Parties after the Term until such time that the Parties enter into such a new agreement or until any Party terminates this Agreement upon twenty-four (24) hours' notice.

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

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3. **NUMBER OF VETERINARIANS AND TECHNICIANS** DMTC shall initially hire one (1) furosemide veterinarian and two (2) furosemide veterinary technicians to administer the race day furosemide. The furosemide veterinary technicians shall report to the furosemide veterinarian. If DMTC decides, after consultation with the TOC and CTT that additional furosemide veterinarians or furosemide veterinary technicians are necessary for the proper and orderly administration of race day furosemide, DMTC shall hire such additional number of furosemide veterinarians or furosemide veterinary technicians as it deems necessary.

4. **RACE DAY LASIX ADMINISTRATION PROGRAM**

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

b. Additional terms and conditions of the Race Day Lasix Administration Program are attached as Exhibit A and Exhibit B which are hereby incorporated into this Agreement.

5. **TOC and CTT COVENANTS**

a. The TOC covenants that it will take all steps necessary to ensure that all Thoroughbred owners take all steps necessary to comply with: i) the terms of this Agreement and ii) all statutes, laws and regulations which are necessary for the Thoroughbred owner to comply with in order to effectuate the purpose of this Agreement.

b. The CTT covenants that it will take all steps necessary to ensure that all Thoroughbred Trainers take all steps necessary to comply with: i) the terms of this Agreement and ii) all statues, laws and regulations which are necessary for the Thoroughbred Trainer to comply with in order to effectuate the purpose of this Agreement.

6. **MISCELLANEOUS**

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

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

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

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

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

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

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

DEL MAR THOROUGHBRED CLUB, INC.

By: _____
Name: Tom Robbins
Title: Executive V.P. Racing
Date: April 1, 2022

CALIFORNIA THOROUGHBRED TRAINERS, INC.

By: _____
Name: _____
Title: _____
Date: _____

THOROUGHBRED OWNERS OF CALIFORNIA, INC.

By: _____
Name: _____
Title: _____
Date: _____

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

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

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

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

DEL MAR THOROUGHBRED CLUB, INC.

By: _____
Name: Tom Robbins
Title: Executive V.P. Racing
Date: April 1, 2022

CALIFORNIA THOROUGHBRED TRAINERS, INC.

By: _____
Name: Alan F. Balch
Title: Executive Director
Date: April 8, 2022

THOROUGHBRED OWNERS OF CALIFORNIA, INC.

By: _____
Name: _____
Title: _____
Date: _____

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

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

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

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

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

DEL MAR THOROUGHBRED CLUB, INC.

By: _____
Name: Tom Robbins
Title: Executive V.P. Racing
Date: April 1, 2022

CALIFORNIA THOROUGHBRED TRAINERS, INC.

By: _____
Name: _____
Title: _____
Date: _____

THOROUGHBRED OWNERS OF CALIFORNIA, INC.

By: _____
Name: Mary W. Forney
Title: Executive Director
Date: April 12, 2022

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3rd PARTY LASIX ADMINISTRATION AGREEMENT

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

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

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EXHIBIT A

DEL MAR THOROUGHBRED CLUB FUROSEMIDE PROTOCOL

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

1. Race day furosemide shall only be administered by the furosemide veterinarian or furosemide technician. Any horse which receives race day furosemide from any person other than the furosemide veterinarian or furosemide technician shall be scratched from the race.

2. All horses to be administered race day furosemide must be registered on the CHRB authorized bleeder medication list even if they have raced in other jurisdictions on race day furosemide.

3. The Stewards shall scratch a horse if they are unable to determine that a horse on the authorized bleeder medication list has been administered furosemide prior to a race, or that furosemide was administered to a horse less than four hours prior to the post time of a race that horse is entered to run.

4. Furosemide is the only authorized race day medication at a single IV dose between 150mg-250mg (3cc to 5cc). A horse registered to be administered furosemide shall receive 250 mg of furosemide intravenously unless an alternative dose of not less than 150 mg and not more than 250mg has been determined after consultation between the trainer, owner, or owner's veterinarian, and the furosemide veterinarian.

5. A horse registered on the official authorized bleeder medication list must remain on the list unless the trainer or owner's veterinarian requests the horse be removed. The request must be made using the applicable CHRB form, and which must be submitted to the official veterinarian and approved prior to the time of entry. A horse removed from the authorized bleeder medication list may not be placed back on the list for a period of 60 calendar days unless the official veterinarian determines it is medically necessary for the horse. If a horse is removed from the authorized bleeder medication list a second time in a 365-day period, the horse may not be placed back on the list for a period of 90 calendar days.

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

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

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

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

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

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EXHIBIT B

MEDICATION ADMINISTRATION PROTOCOL

1. Furosemide Veterinarian highlight their assigned horses on treatment sheet.

2. The furosemide coordinator, furosemide veterinarian and furosemide technicians shall review treatment assignments by performing a roll call of each horse in each race to verify that:

   a. All furosemide eligible horses are assigned to a veterinarian or technician.
   b. Only one furosemide veterinarian or technician is assigned to each horse.
   c. Furosemide ineligible horses are not assigned for furosemide treatment.
   d. Scratches, medication status changes and stall assignments changes are accurately recorded by all.

3. Furosemide shall be administered only after: a) the trainer, owner, or the owner's veterinarian has consulted with the furosemide veterinarian regarding the condition of the horse, and b) the furosemide veterinarian has examined the horse sufficiently to establish a veterinary-client-patient relationship in accordance with 16 CCR 2032.1.

4. Furosemide administration shall be performed in the horses' stalls between 4 ½ to 4 hours prior to the published post time for the race in which the horse is entered. Veterinarians, or technicians, are not to administer furosemide after the 4 hour deadline unless authorized by the Stewards.

5. If a horse is not in its assigned barn/stall when treatment is attempted, the veterinarian, or technician, is to promptly notify the furosemide coordinator who shall contact the Stewards (to have them determine the location of the horse) and then advise the veterinarian, or technicians, of the horses' status / location.

6. If no attendant is present, the horse will not be treated. The veterinarian, or technician, will radio the furosemide coordinator who shall notify the Stewards and request instruction.

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7. Administration of the medicine.

a. The furosemide veterinarian, or technician, shall:

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

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

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

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

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

i. Catch and hold the horse.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

i. Time of administration.

ii. Barn/stall (if not previously noted)

iii. Furosemide dose.

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

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

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

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

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2022

FALL RACE MEET AGREEMENT

BETWEEN

DEL AR THOROUGHBRED C UB

AND

THOROUGHBRED WNERS OF CALIFORNIA

NOVEMBER 9, 2022 – DECEMBER 6, 2022

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2022 FALL RACE MEET AGREEMENT

Del Mar Thoroughbred Club

November 9, 2022 through December 6, 2022

THIS AGREEMENT is entered into by and between Del Mar Thoroughbred Club (hereinafter referred to as "TRACK") and the Thoroughbred Owners of California, Inc. (hereinafter referred to as "TOC") and becomes effective on the first day of TRACK's 2022 Fall Meeting, except as otherwise provided herein.

RECITALS

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

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

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

AGREEMENT

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

I.
RACE MEET

Except as otherwise provided herein, the provisions of this Agreement shall be applicable only to the thoroughbred race meeting conducted by TRACK under license from the California Horse Racing Board for the period commencing November 9, 2022, through December 6, 2022 which meet is hereinafter referred to as the “2022 Fall Meet.” Live racing will commence November 11, 2022 and conclude December 4, 2022.

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II.
PURSE DISTRIBUTION

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

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

III.
DISTRIBUTION ESTIMATION

Because the total amount available for distribution as stakes and overnight purses will not be known until the conclusion of the 2022 Fall Meet, it is understood by the parties that it will not be possible to determine in advance that the funds to be distributed in stakes and overnight purses will be equal to the exact amounts provided by this Agreement and law. However, if at the close of the 2022 Fall Meet, TRACK shall not have paid and distributed in stakes and overnight purses the exact amounts provided for by this Agreement and law, then TRACK may deduct from purses an agreed amount of the excess/overpayment from purses during the analogous Race Meeting conducted by TRACK.

In the event that there is an underpayment from the 2022 Fall Meet that is equal to or less than the current cumulative combined Summer and Fall Meet underpayment from purses as of December 31, 2021 ("cumulative underpayment"); the entire underpayment from the 2022 Fall Meet shall be applied to the cumulative underpayment except for any amounts that TOC and TRACK agree to carry over to future meets to maintain existing purse levels.

Any deficiency underpayment required to be distributed shall be distributed not more than the sixtieth (60th) day after the 2022 Fall Meet closes. The underpayment, if any, carried forward shall accrue reasonable interest commencing at the conclusion of the 2022 Fall Meet, to the commencement of the 2023 Summer Meet or 2023 Fall Meet as determined by TOC and Track. The deficiency shall be based on actual purse monies collected by Track from intrastate and international satellite locations and advanced deposit wagering providers. One Hundred Percent

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(100%) of the interest generated on the actual purse monies collected by Track shall be used for purses during TRACK's next meet commencing in 2023.

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

Representatives of TRACK and TOC shall consult with each other during the 2022 Fall Meet for the purpose of making estimates and acting thereon so that purse monies distributed will closely approximate the amount available under Article II of this Agreement. TRACK shall provide to TOC prior to the 2022 Fall Meet and not less than a bi-weekly basis during the 2022 Fall Meet, for TOC's information, TRACK's projections (and supporting documents) of estimated purses for the 2022 Fall Meet.

IV.
DAILY MUTUEL HANDLE

Notwithstanding anything to the contrary provided in Article VIII and IX, if at any time during the 2022 Fall Meet TRACK estimates that, for any reason beyond the control of the TRACK or TOC, the final average daily purse generation will be meaningfully less than the 2021 average daily purse generation, or in the event the purse projections for the 2022 Fall Meet are higher than the purse money generated for overnight purses, then the purse schedule may be reduced. In such event, TRACK shall have the right, but not the obligation, to reduce purses, provided that any such reduction be applied uniformly to the announced stakes program and overnight purse structure, including overnight stakes; e.g., if overall purses are reduced by ten percent (10%), then the total stakes program shall be reduced by ten percent (10%), and the total overnight purse schedule, including overnight stakes, shall be reduced by ten percent (10%), provided however, that stakes will not be reduced if the total projection to be paid for stakes is not in excess of twenty-five percent (25%) of the Net Distribution for the 2022 Fall Meet. TRACK shall not decrease purses without prior written consent from TOC, which consent shall not be unreasonably withheld. In no event shall the TRACK be obligated to supplement purse funds.

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

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

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

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V.
GROS RACING DISTRIBUTION

Whenever the term "Gross Racing Distribution" is used herein, it shall mean those portions of the funds handled in TRACK's pari-mutuel pools which TRACK is required to distribute as purses pursuant to the provisions of this Agreement and the current provisions of the California *Business and Professions Code,* including but not limited to, Sections 19491(b), 19491.5, 19491 6, 19596, 19596.5, 19596.6, 19598, 19601, 19602, 19611(d), 19611.5 and 19616.

The Gross Racing Distribution shall include unclaimed refunds ("outs"), if any, from TRACK's 2021 Meet as provided in Section 19601(d) of the California *Business and Professions Code.*

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

VI.
TOC AND CTT DISTRIBUTIONS

TRACK shall pay to TOC and CALIFORNIA THOROUGHBRED TRAINERS, INC. ("CTT") for the 2022 Fall Meet the sums required by Section 19613(b) of the California *Business & Professions Code.* Specifically, TRACK shall pay one percent (1%) of the amount available to Thoroughbred horses for purses to TOC and one and one-half percent (1-1/2%) to CTT and the Horsemen's Pension Fund as required by law. The amounts payable to TOC and CTT pursuant to this provision may be referred to sometimes collectively as "TOC and CTT Distribution."

The sums payable under this paragraph shall be paid on Wednesday of each week during the 2022 Fall Meet commencing November 9, 2022; the final payment shall be made on or before 10 calendar days following the close of the 2022 Fall Meet. All such payments shall be based upon actual receipts by TRACK of amounts payable as purses. In the event any payment is not made within 10 days from its due date, interest shall accrue from the initial due date at the rate of ten percent (10%) per annum until such payment is made.

VII.
NET RACING DISTRIBUTION

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

1. TOC and CTT Distributions paid pursuant to Section 19613(b) of the California *Business and Professions Code;*
2. Funds authorized by TOC to be paid to NTRA as authorized in Section 19613.05(a) of the California *Business and Professions Code* if applicable; and,
3. Cal-bred Maiden Bonus Program – Funds designated by Section 19614.4(d) of the California Business and Professions Code (subject to an equal match by the California

Thoroughbred Breeders Association).

TRACK will pay and distribute in stakes and overnight purses for the 2022 Fall Meet a sum not less than 95-3/4% of the Gross Racing Distribution generated for the 2022 Fall Meet, and will pay the remaining up to 4-1/4% as set forth in Section 19613(b) and 19613.05(a) of the California *Business and Professions Code.*

By way of example only, and solely for clarification, if at said 2022 Fall Meet, TRACK's Gross Distribution was $1,000,000.00, TOC would receive one percent (1%), $10,000.00; 1 1/2% would be distributed to the CTT and to the Horsemen's pension fund as required by law. Up to 1-3/4% would be distributed to TOC for NTRA. The Net Distribution would be Nine Hundred Fifty-Seven Thousand Five Hundred Dollars ($957,500.00).

Except as otherwise agreed upon herein, TRACK shall pay to overnight purses during the 2022 Fall Meet, as additional monies, any unpaid surplus projected to be due from the appropriate satellite wagering corporations' two and one-half percent (2-1/2%) fund (hereinafter the "Satellite Fund") as projected to be generated during the 2022 Fall Meet after taking into effect corresponding payments to jockeys or other persons as may be authorized and directed by the California Horse Racing Board. Said additional monies shall be considered part of the Gross Racing Distribution. TRACK shall pay from such surplus two and one-half percent (2-1/2%) thereof to TOC and CTT in the same percentages as provided in Section 19613(b) of the California *Business and Professions Code* and one and three-quarter percent (1-3/4%) as provided in Section 19613.05(a) of the California *Business and Professions Code*

Track and TOC agree that based on information available as of the date of this Agreement the current balance in the purse account is estimated to be approximately $3,848,274 underpaid, as set forth in Exhibit H, and that Exhibit H sets forth a reasonable projected purse generation for the upcoming meet. Notwithstanding anything to the contrary provided in Sections 8 and 9, if at any time during the Term, Track estimates that, for any reason beyond the control of the Track or TOC, the final average daily purse generated will be meaningfully less or greater than projected on Exhibit H or in the event the projections for total purses to be paid during the Term are meaningfully less or greater than projected in the Summary of estimated Purses on Exhibit H, then the overnight purse schedule set forth on Exhibit B, may be increased or reduced in proportion to the projected overages or underages; provided, however, (i) that such increase or decrease may only occur with the prior written consent from TOC, which consent shall not be unreasonably withheld, and (ii) in no event shall Track be obligated to supplement purse funds.

VIII.
RACING PROGRAMS

A. <u>takes Program</u>

From the total purse distribution available for the 2022 Fall Meet, not more than One Million Nine Hundred and Fifty Thousand Dollars ($1,950,000) (pending final approval by TOC)

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of horsemen's money shall be paid as stakes unless otherwise agreed upon by TRACK and TOC in accordance with the schedule attached hereto and made a part hereof as Exhibit "A."

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

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

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

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

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

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

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

The Schedule of Fees, including but not limited to nomination fees, sustaining fees, entry fees, starting fees and supplemental fees previously announced for the above-referenced guaranteed stakes races, shall not be reduced during the course of the 2022 Fall Meet. Each guaranteed stakes race to be run during the 2022 Fall Meet shall require total fees of at least one

percent (1%) for each starter. All graded stakes races to be run during the 2022 Fall Meet shall require total fees of at least one and one-half percent (1.5%) for each starter.

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

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

B. <u>Overnight Program</u>

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

Without prior consultation and written approval of TOC, TRACK shall not schedule nor use any purse monies for the purpose of conducting an "exhibition" or "match" type race, or any type of racing other than thoroughbred racing as provided for herein during TRACK's 2022 Fall Meet.

Purses paid for overnight races during the 2022 Fall Meet shall be in accordance with the schedule attached hereto as Exhibit B. TRACK agrees not to change the purses provided in the schedule without first obtaining the written consent of TOC.

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

1. The minimum claiming price, other than maidens, will be $8,000;

2. The minimum purse, for all races other than maiden races, during the 2022 Fall Meet shall be $23,000;

3. The minimum claiming price for maidens will be $20,000 provided further that the minimum claiming price offered in Cal-Bred maiden races will be $50,000;

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4. The minimum purse for maiden races, during the 2022 Fall Meet, shall be $25,000;

5. Purses for straight maiden races shall be a minimum of $70,000;

6. Purses paid for two- and three-year-old horses shall be equal to purses paid for races for older horses for the same type of race;

7. Purses for "Cal-Bred" races shall be equivalent to purses paid in "open" races for substantially the same class and conditions, excluding any CTBA purse supplements;

8. Minimum qualifying winning claiming levels for purposes of the Cal-bred Race Fund Incentives shall be $40,000;

9. Overnight purses shall not exceed Seventy Six Thousand Dollars ($76,000) for each such race written, provided further that overnight stakes purses shall not exceed One Hundred Thousand Dollars ($100,000.00) for each such race written, excluding supplements from the Cal-Bred Race Fund or any other supplements;

10. Purses for all races run during the 2022 Fall Meet shall be divided and paid to the owner(s) of the horses finishing first through fifth as follows:
    - Sixty percent (60%) of the purse to the winning owner.
    - Twenty (20%) for second;
    - Twelve (12%) for third;
    - Six (6%) for fourth; and,
    - Two (2%) for fifth.

11. A “Participation Purse” in the amount of $500 as determined by TOC and funded from the purse account shall be paid to all starters effectively finishing 6th or worse in any race, and to fifth place finishers if their share of the purse is less than the Participation Purse, wherein said fifth place finisher will receive an aggregated maximum of the Participation Purse. or purposes of the payment of such participation purses, a “starter” means any horse that which leaves the gate at the official start of a race and is considered a legal starter by the Stewards.

12. Unless otherwise agreed upon by TRACK and TOC, entries will be taken not less than three (3) calendar days prior to the day on which such entered horses are scheduled to run

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

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

C. California-Bred Incentive Program and Allowance Purse Increase

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

2. In the event overnight purses are increased in accordance with Article IV of this Agreement, retroactive increases shall be made in the Cal-Bred incentive and Allowance Purse increase programs described in this Article unless otherwise specifically agreed to by TRACK and TOC.

D. Other Conditions

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

1. TRACK will schedule only thoroughbred racing during its 2022 Fall Meet;

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

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3. TRACK agrees to wash or otherwise clean the racing colors or "silks" of owners with horses competing in the 2022 Fall Meet. Such cleaning shall occur on the day on which the silks are utilized or on the day immediately following their utilization. Such cleaning services will be provided at TRACK's expense without right of reimbursement from TOC, the individual owners, and/or their trainers;

4. The following are the workout criteria that will be in effect for the 2022 Fall Meet. The minimum official, recorded workout distances and number of works for horses to run at the 2022 Fall Meet are as follows:

   (a) For distances up to 5 ½ furlongs, all first-time starters must have a minimum of three timed workouts, one at least 1/2 of a mile. or distances six-furlongs and beyond, all first-time starters must have at least three timed workouts, one at a minimum of a 5/8 of a mile

   (b) Horses which have not raced in 90 days: 3 works, with at least two works during the last 60 days—one of which shall be at least 5/8 mile; and one work during the last 30 days.

   (c) Horses, which have not raced in 60 days: two works, with one during the last 30 days.

   (d) Horses which have not raced in 30 days: one work at least 3/8-mile within those 30 days.

   (e) Horsemen seeking to run a horse not meeting the workout criteria must obtain the permission of the Stewards.

   (f) Imported Horses: The workout requirement will be waived for horses entering in a race within fourteen (14) days of clearing USDA quarantine, provided that the country of origin's racing jurisdiction has no provision for timed workouts;

5. No owner, trainer, or veterinarian may have possession of any shockwave therapy or equivalent device while within TRACK's enclosure during the 2022 Fall Meet, except as expressly authorized by TRACK. Any owner, trainer, or veterinarian found to be in possession of such device(s) during the 2022 Fall Meet may be excluded from the enclosure for a period of not less than 10 days, at the sole discretion of TRACK. The identity of any owner, trainer, or veterinarian authorized or found to be in possession of such device(s) shall be disclosed to an appropriate representative of the CHRB, TOC, and CTT within 48 hours of the device's authorization or discovery.

6. TRACK agrees to permit the scratch of a bona fide entry when at least six (6) horses are entered in a race. The scratch of a bona fide entry is permitted only for the

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purpose of entry into a subsequent race on either of the next two following days of entries. All such scratches require the consent of the Racing Secretary and the Board of Stewards;

7. TRACK agrees to use an "Also Eligible List" containing up to four (4) horses; however, in no event will the number of horses drawn for a race including also eligibles exceed sixteen (16).

8. The Parties agree that, with regard to the taking of entries, entries submitted by a Jockey's Agent who has been delegated such responsibility by a licensed trainer pursuant to CHRB Rule 1582 are permitted up to 9:30 a.m. on the day of entry, and thereafter shall only be made by the horse's owner, his/her authorized agent, or the trainer.

9. In the event a race offered in the Condition Book, including but not limited to a Substitute or other alternative race, and an Extra race published elsewhere, receive the same number of entries, TRACK shall use its best efforts to ensure that the race published in the Condition Book is considered the preferred race, and will be utilized before any Extra Race to make the card go. Further, should TRACK elect to use an Extra (that was not a Condition Book "overfilled" race or a Condition Book "failed to fill" race) over a filled Substitute race, it shall notify TOC as soon as it is practical. Should a drawn race or races be cancelled due to an act of God or otherwise, TRACK shall make every effort to offer said races to horsemen as Extra Race(s) as soon as possible. urther, said race(s) will have preference over Substitute or other alternative race(s), and Extra races published elsewhere receiving the same number of entries, TRACK shall make every effort to inform horsemen of such preference when races are published.

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

11. TRACK agrees to provide free clubhouse seating to the owner or owners of a horse competing in a race, on the day of the race. The owner or owners of a horse competing in a stakes shall be the guest of the racetrack in its Turf Club or Directors' Room, and will be provided complimentary meals, excluding bar service; on that date the complimentary dining will be provided for a maximum of four (4) individuals per horse competing (restaurants and meals/drinks may be amended based on government regulations) ; further TRACK agrees to provide to the owner of a horse that starts in a Grade I or Grade II Stakes Race during the 2022 Fall Meet a custom "Saddle Towel." The saddle towel will be same saddle towel used in the Grade I Stakes Race and will be embroidered with the horse's name and any other applicable logos etc., specific to the individual race. Said saddle towels will be provided at TRACK's expense without right of reimbursement from TOC, the

individual owners, and/or their trainers. A "starter" means any horse that leaves the gate at the official start of a race, and is considered a legal starter by the Stewards.

12. TRACK agrees to provide to TOC free, front side office space, acceptable to TOC, during TRACK's 2022 Fall Meet; and,

13. During all periods covered by this Agreement, within 48 hours of receipt of a written request from TOC, TRACK agrees to provide to TOC, in written and/or electronic form, such InCompass services data as is reasonably available and necessary to respond to TOC's request.

14. TRACK agrees to maintain, at no cost to TOC, appropriate "Finish Line" signage, equal in size and character to its own, in the first position past the finish lines on both the dirt and turf tracks during the TRACK's 2022 Fall Meet

15. TRACK agrees that should it decide to cancel a race or day of racing after entries have been drawn for that race or race day, it will reimburse the owners of all such horses affected the actual cost of any veterinary fees and/or any transportation costs incurred as a result of being entered to run in any race cancelled by TRACK. Said reimbursement is intended to apply to situations in which the TRACK has unilaterally decided to cancel a race or race day due to its own negligence or that of its agent[s], or voluntarily for reasons of its own choosing, but shall not apply to cancellations caused by acts of God or as otherwise specified herein below in section XVI, or as a result of the intervening unforeseen acts of independent third parties. Track and TOC agree to meet for the purpose of fairly determining the reason or reasons for the cancellation of a race or races that have been drawn.

16. TOC understands and agrees that the TRACK has adopted a No-Slaughter Policy ("Policy"), which shall be in effect during the Meet. TOC shall make a reasonable effort to inform its members of the policy and to encourage each to honor that Policy. Specifically, TOC will notify it's members that the Policy imposes on any owner and trainer stabled at a TRACK facility or competing in a race run at TRACK, who directly or indirectly participates in the transport of a horse from TRACK or other TRACK owned or operated facility to either a slaughterhouse or an auction house engaged in selling horses for slaughter, shall be prohibited from any allotment or use of a stall or stalls at TRACK, or other off-track stabling facility over which TRACK exercises any control or indirectly funds. The Policy is also intended to apply to any actions related to the transport of a horse from TRACK or other TRACK owned or operated facility where the ultimate intended result is the horse's slaughter.

17. TRACK AND TOC have mutually agreed to medication reforms which are specified in Exhibit G of this Agreement.

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IX.
UNIFORMITY AND CONSISTENCY

TRACK and TOC agree to endeavor to establish consistency and uniformity for overnight purse schedules. The first Condition Book for the 2022 Fall Meet shall represent the standard or "norm" for the 2022 Fall Meet. TRACK shall not increase or decrease overnight purses which are written for the same quality of horses and substantially the same conditions as those provided for in the standard or "norm" Condition Book, provided, however, that TRACK may make alterations in purse schedules as provided herein in the event of calamitous or substantial unforeseen economic circumstances or acts of God, which cause a substantial or radical effect on the amount of purses generated for the 2022 Fall Meet. Any such changes, however, can be made only after first obtaining the written consent of TOC, which will not be unreasonably withheld.

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

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

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

TRACK agrees to use its best efforts to make its first Condition Book for the 2022 Fall Meet available to horsemen at least ten (10) days prior to opening day.

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

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

X.
CHANGES TO RACE AND ELIGIBILITY REQUIREMENTS

Except as expressly authorized herein, absent prior agreement with the TOC, TRACK shall not, during the 2022 Fall Meet, implement or put in place any change to the overnight purse structures, minimum purses awards, minimum claiming levels or eligibility requirement, as set forth in the irst Condition Book and Schedule of Overnight Purses attached as Exhibit B, nor

shall TRACK change or modify the conditions of the meeting set forth on TRACK's application form or contained within the First Condition Book.

XI.
NUMBER OF HORSES IN A RACE

When six (6) horses are entered in an allowance or overnight stakes race under six (6) separate wagering interests, during TRACK's 2022 Fall Meet, and provided such horses are stabled on the grounds of either Del Mar, or another approved auxiliary offsite stabling facility in Southern California, such race shall be considered filled and shall run. It is further agreed by the parties that the Racing Secretary has discretion to use overnight stakes, allowance, and/or high-priced claiming races with five (5) separate wagering interests in order to maintain a balanced racing program but is to notify TOC as soon as practical when doing so. For all other overnight races when seven (7) horses are entered under at least seven (7) separate wagering interests, and provided such horses are stabled on the grounds of either Del Mar, or another approved auxiliary offsite stabling facility in Southern California, such race shall be considered filled and shall run.

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

XII.
MAIDEN AND CAL-BRED RACES

Provided that sufficient horses within the following classifications are available upon the grounds or on other grounds which furnish horses for racing at the 2022 Fall Meet, and are ready to participate in such scheduled races, TRACK will run an average of not less than 2.5 maiden races per day during the 2022 Fall Meet, and will, in addition, use reasonable efforts to increase the average to 2.6 maiden races per day.

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

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

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

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XIII.
STALL AS IGNMENTS

TRACK shall during the 2022 Fall Meet provide a minimum of 700 stalls and horse pens in good condition for stabling. In the allocation and assignment of stall space for thoroughbreds, so long as owner is duly licensed, TRACK will not discriminate in any way against any owner by reason or membership of any owner in TOC, or for any reason not associated with the criteria listed below in this paragraph. If any owner asserts that the Stall Committee of TRACK shall have so discriminated on such ground or grounds, then the owner claiming to be so aggrieved shall submit his claim to TOC for examination, and TOC shall then believe the claim to have merit, it shall then be entitled to present the merits of the grievance on behalf of such owner to TRACK.

TRACK agrees to use its best efforts to provide stalls to horses that are in a condition to train and run at the 2022 Fall Meet. Stalls will be allocated and made available, without charge, to those thoroughbred horses for which TRACK's Racing Secretary has approved stalls. Stalls shall be assigned only to thoroughbred trainers engaged in the care and training of thoroughbreds which TRACK has approved and to which TRACK has allocated stalls to prepare for racing. TRACK's obligations to furnish and allocate stalls shall be subject to TRACK's right to withdraw stalls allocated to horses not currently approved for racing or preparation for racing, or not actually training for racing, and to TRACK's needs for access to such stalls for repairs, maintenance and construction.

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

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

TRACK agrees that its stalls will be ready, available, and allocated, and the main track will, with respect to the 2022 Fall Meet, be open, available, and in condition for training at no charge to horsemen at least five (5) days prior to the opening of the 2022 Fall Meet.

TRACK agrees that it will provide the following: stalls available by November 6; main track available November 7.

TRACK agrees that the main track will be open, available and in condition for training at no charge to horsemen for at least two (2) days following the close of the 2022 Fall Meet.

XIV.
HOLDING (TRANSIT) BARN

TRACK agrees that it will regularly clean and maintain the Holding (Transit) barn used for horses shipping in to run at the 2022 Fall Meet.

XV.
FIRST POST TIME

All Post times for the 2022 Fall Meet must be submitted for approval of the CHRB in TRACK's initial application for license. Any changes in Post time following the opening of the 2022 Fall Meet must be submitted concurrently to CHRB and TOC.

XVI.
INTERRUPTED RACING SCHEDULES: FORCE MAJEURE

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

XVII.
STABLING AT AND VANNING FROM AUXILIARY STABLING FACILITIES

TRACK shall, at least sixty (60) days prior to the opening of its 2022 Fall Meet, notify the California Horse Racing Board and TOC which approved auxiliary offsite stabling facilities in Southern California will be acceptable to TRACK as auxiliary stabling facilities so long as such can be accomplished without compensation of any nature whatsoever, direct or indirect, by TRACK to such facilities other than such compensation as provided in the California Horse Racing Law and so long as each facility is recognized as an approved year-round training facility by the CHRB.

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

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

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XVIII.
ACCES IBILITY TO TRACK

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

XIX.
ANTI-MONOPOLY PROVISION

TRACK acknowledges TOC's interest in assuring that horsemen will, during the 2022 Fall Meet, have the opportunity to procure and receive supplies, services, utilities, transportation, and other facilities required by the horsemen at a competitive cost or price usually available in a free enterprise marketplace. Accordingly, TRACK agrees not to limit this free enterprise system of competitive service and supply to the horsemen by means of TRACK entering into any agreement or otherwise seeking to establish or impose upon the horsemen a monopoly of restrictive servicemen or suppliers who would have exclusive access to the horsemen's needs or requirements.

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

XX.
CREDENTIALS

TRACK agrees to provide owner/trainer stickers or other appropriate credentials to all licensed personnel either employed on or with horses stabled on the grounds, at an authorized auxiliary stabling facility, or whose horse has competed or is scheduled to compete at the 2022 Fall Meet. Track and Stable area access will be in accordance with COVID-19 response protocols and government regulations.

TRACK further agrees to issue to all TOC Board members, its President, and its Executive Director, “official” credentials for the 2022 Fall Meet, including but not limited to, an “official” credential and Turf Club, or equivalent, guest pass. All other TOC authorized personnel, up to a maximum of five (5) shall receive an "official" credential. Track and Stable area access will be in accordance with COVID-19 response protocols and government regulations.

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XXI.
TRAINING FACILITIES

At all times during the 2022 Fall Meet, TRACK will cause the main track to be open at 5:30A.M. and to remain open until 9:30 A.M. every day of the week.

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

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

TRACK agrees, while horses are stabled at TRACK during its 2022 all Meet, to have a manned, operating starting gate for training on the main track six (6) days per week.

XXII.
OWNERS' PROPRIETARY RIGHTS

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

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

TOC, on behalf of all owners participating in TRACK's 2022 Fall Meet, consents to TRACK's use of the collective image for the purpose of promoting, simulcasting, televising, and/or the rebroadcasting of races occurring at the 2022 Fall Meet. TOC consents to TRACK's use of said image without compensation other than that provided by the appropriate provisions of the California Horse Racing Law, the Rules and Regulations of Racing, and/or Federal Interstate

Racing Act, excepting races sold by TRACK to network television, cable television, satellite television, closed circuit, computer or interactive wagering, or other commercial enterprises or uses currently developed or to be developed for which TRACK receives compensation, other than that provided by State and/or Federal legislation, including but not limited to, promotional, licensing, or usage fees paid by sponsors. TRACK agrees to obtain TOC's prior consent to such sales or usages and to negotiate a reasonable contribution to overnight purses from the revenues derived by said sale or use. In the event the parties are unable to amicably resolve either the issue of consent or to conclude negotiations with respect to a reasonable contribution, either or both of those issues shall be submitted to binding arbitration before the CHRB Security and Licensing Committee within two (2) weeks after determination that the issue cannot be amicably resolved.

TOC, on behalf of all owners participating in TRACK's 2022 Fall Meet, further agrees that the nomination of or entry of a horse into a race shall be deemed to be authorization for TRACK to use the name, image, or likeness of individual horses for promotion of attendance at and wagering on such races, whether live or at simulcast locations.

XXIII.
RACE SPONSORSHIPS

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

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

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

XXIV.
INTRASTATE SIMULCASTING

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

XXV.
INTERSTATE SIMULCASTING (EXPORT)

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

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

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

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

XXVI.
INTERSTATE SIMULCASTING (IMPORT)

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

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XXVII.
INTERNATIONAL SIMULCASTING (EXPORT)

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

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

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

XXVIII.
INTERNATIONAL SIMULCASTING (IMPORT)

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

XXIX.
INTRASTATE ADVANCE DEPOSIT WAGERING ("ADW")

TRACK has requested the consent of TOC to the simulcast of races conducted at TRACK during its 2022 Fall Meet for the purposes of intrastate advance deposit wagering by and/or wagering instructions to California licensed advance deposit wagering providers as listed on Exhibit "E." TOC consents to the simulcast of the specified races for the purposes of intrastate advance deposit wagering in accordance with the terms and conditions of TOC's consent letters, and pursuant to California Business & Professions Code, section 19604(b)(1)(C) and the Interstate Horseracing Act, 15 USC 3001, et. seq.

In addition to any other terms set forth in the consent letters or otherwise required by law, TOC conditions its consent to the acceptance of advance deposit wagers and/or wagering instructions by approved California licensed ADW providers from California residents on Thoroughbred races conducted at TRACK during its 2022 Fall Meet as follows:

1. The contractual compensation received by any such provider does not exceed five percent (5%) of handle directly derived by such wagering or wagering instructions facilitated by that provider;

2. Approved ADW providers' "broadcast partners" agree to pay and/or to accept no more than two percent (2%) from other approved California licensed ADW providers as compensation for the broadcast or televising of races conducted at TRACK during its 2022 Fall Meet, as negotiated and agreed to by both TRACK and TOC;

3. Approved ADW providers shall enter into agreement with CHRIMS to deliver on a timely basis such information as is necessary to comply in all respects with the reporting requirements of Section 19604(d)(2)(D) of the California Horse Racing Law and in doing so shall submit daily data files as required by Section 19604(c) of the California Horse Racing Law. CHRIMS shall receive a fee for services as agreed by the parties. In the event an ADW provider does not enter into said agreement with CHRIMS, the ADW provider shall comply with the items #4 #6 below; otherwise, items #4 #6 shall not apply.

4. Approved ADW providers agree to disclose to CHRIMS, in a timely fashion and a form reasonably acceptable to CHRIMS, its respective ADW wagering handle information;

5. Approved ADW providers agree that all costs associated with such CHRIMS disclosures, and/or the preparation and submission of such information and the audit thereof as set forth herein, are to be borne individually by each provider; and,

6. Approved ADW providers agree that the audit and disclosure requirements referred to in sections XXIX (4) and (5) immediately above are as follows:

   A. Providers shall be required to undergo an annual pari-mutuel audit prepared in accordance with GAAP of their California wagering operations including, but not limited to, all wagers placed by California residents on horse races, and by out-of-state residents on California horse races;

   B. Providers shall be required to provide an end-of-meet pari-mutuel audit report similar in scope and detail to that required of and submitted to pari-mutuel auditors relating to wagers placed at a licensed California racing association and/or satellite facility;

   C. The end-of-meet audits required shall be "agreed upon procedures audits," which include, but are not limited to:

      (i) Disclosure of all hub fee rate schedules executed with a California racing association and/or horsemen's organization, and a provider to CHRIMS prior to the opening of each California race meet;

      (ii) or wagers placed in California on races conducted out-of-state, disclosure of any and all host fee rates to be deducted from takeout for out-of-state racing interests to CHRIMS, and to all California racing associations and horsemen's

organizations affected by the deduction prior to the acceptance of wagers in California on such races. Said disclosure shall set forth such rates in the data format reasonably prescribed by CHRIMS, and shall include a copy of the applicable rate page from any executed agreement between an out of-state race association and provider;

(iii) Disclosure of all host fee rates to be paid to California racing associations and horsemen's organizations on wagers placed on California races by non-California residents to CHRIMS, and to all California racing associations and horsemen's organizations authorizing and/or approving such wagers seven days prior to the opening of the affected California race meet. Said disclosure shall set forth such export host fee rates in the data format reasonably prescribed by CHRIMS, and shall include a copy of the rate page from the executed agreement between the host track and provider;

(iv) The provider shall provide true, complete, and correct industry standard TRA Settlement and TAW data files, pertaining to all wagers placed by California residents and wagers placed by non-California residents on races conducted in California, to CHRIMS on a daily basis by 8:00 a.m. Pacific Time following the day of the event. Additionally, if requested to do so, provider shall also disclose and provide a true, complete, and correct copy of all such files on a weekly basis to affected California racing associations and horsemen's organizations. Such disclosure, files, and/or documentation shall include, but is not limited to, the date of all relevant wagers, corresponding TRA code, pool, conventional and exotic takeout, positive breakage, negative breakage, runner pay, postal code, off time, and breed; If during the term of this Agreement, the "TRA Account Wagering File" becomes the industry accepted ADW wagering data file format, then provider shall disclose and provide true, complete, and correct copies of said file, pertaining both to wagers placed by California residents and wagers placed by non-California residents on races conducted in California, to CHRIMS daily in lieu of providing both the "TRA Data File" and the California Account Wagering File; and,

(v) A detailed breakdown of the distribution of takeout for any wager placed outside of California on a race conducted in California.

(vi) Provider shall each remit to CHRIMS a monthly data fee of $2,000.00. Said data fee paid by provider may be increased to cover the reasonable costs to CHRIMS resulting from any recalculation, data handling, or reprogramming necessitated by the failure of provider to submit data as set forth hereinabove. Additionally, said monthly data fee may be increased upon the mutual consent of Provider and CHRIMS.

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XXX.
DAILY FANTASY SPORTS

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

XXXI.
FIRE AND DISASTER INSURANCE

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

The obtaining of a fire and disaster policy by TRACK does not in any way preclude the individual owner or trainer from taking individual legal action against the TRACK that the owner or trainer deems appropriate, or to prevent the owner or trainer from seeking legal action against the TRACK directly as a consequence of any acts, conduct, negligence, or other occurrence attributable to TRACK.

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

XXXII.
TOC COVENANTS

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

XXXIII.
TRACK COVENANTS

During the term of this Agreement and as long thereafter as TOC is not in violation of the terms of this Agreement or of applicable law, TRACK shall recognize TOC as the official organization representing owners at TRACK's 2022 Fall Meet and shall not file or participate in any action, claim or proceeding seeking the decertification of the TOC as the official and exclusive

representative of California thoroughbred owners, nor will TRACK engage in a lockout of TOC members.

XXXIV.
MUTUALITY

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

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

A Horsemen Management Committee may be created, composed of such members of the TOC and CTT as they may designate and the President and/or General Manager, the Racing Secretary, and other administrative officials to be designated by TRACK. All matters concerning problems of the horsemen with the TRACK will be referred to this committee in an effort amicably and equitably to adjust and resolve any problems which may arise.

XXXV.
DEFAULT

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

XXXVI.
INCONSISTENT LANGUAGE

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

XXXVII.
FUTURE RACE MEET AGREEMENTS

TOC will submit a Race Meet Agreement for the Next Year Meet to TRACK at least three (3) months prior to the first (1st) day of the Next Year Meet. TRACK shall notify TOC within 21

days of receipt of the Race Meet Agreement for the Next Year Meet of any specific objections of TRACK to such Race Meet Agreement. If TRACK notifies TOC of objections to the Race Meet Agreement for the Next Year Meet, then TOC and TRACK shall meet within 14 days thereafter in good faith effort to reach agreement on the Race Meet Agreement for the Next Year Meet and, if no such agreement can be reached within 30 days after receipt of the original objections TOC and TRACK shall submit such objections for hearing before the CHRB pursuant to Article XXXI herein.

XXXVIII.
NOTICES

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

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

(b) If to TOC: Ms. Jordyn B. Egan
Executive Director
Thoroughbred Owners of California
285 W. Huntington Drive
Arcadia, CA 91007

XXXIX.
SUCCES ORS AND AS IGNS

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

XL.
MODIFICATIONS

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

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XLI.
INTERPRETATION

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

XLII.
RESERVATION OF RIGHTS

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

DEL MAR THOROUGHBRED CLUB

8/27/22

Dated:

Mr. Josh Rubinstein
Chief Operating Officer

THOROUGHBRED OWNERS OF CALIFORNIA, INC

Dated:

Ms. Jordyn B. Egan
Executive Director

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EXHIBIT A
DEL MAR FALL STAKES SCHEDULE*

2022 DEL MAR FALL STAKES Tentative

CLOSE DATE	RUN DATE	RACE	AGE	DISTANCE	2022 VALUE
3-Nov	11-Nov	Let it Ride Stakes N/W S/S of $60,000 at 1 M o/o since April 1	3 YO	1 mile Turf	$75,000
3-Nov	12-Nov	Kathryn Crosby Stakes N/W S/S of $60,000 at 1 M o/o since April 1	F/M 3 & up	1 mile Turf	$75,000
3-Nov	13-Nov	Betty Grable Stakes	F/M 3 & up (CA)	7 furlongs	$100,000
10-Nov	19-Nov	Desi Arnaz Stakes	F, 2YO	7 furlongs	$100,000
10-Nov	19-Nov	Cary Grant Stakes	3 & up (CA)	7 furlongs	$100,000
10-Nov	20-Nov	Bob Hope Stakes- Grade III	2 YO	7 furlongs	$100,000
10-Nov	24-Nov	Red Carpet Stakes- Grade III	F/M 3 & up	1 3/8 miles Turf	$150,000
17-Nov	25-Nov	Hollywood Turf Cup - Grade II	3 & up	1 1/2 miles Turf	$250,000
17-Nov	26-Nov	Seabiscuit Handicap- Grade II	3 & up	1 1/16 miles Turf	$250,000
17-Nov	27-Nov	Native Diver Stakes- Grade III	3 & up	1 1/8 miles	$150,000
24-Nov	3-Dec	Jimmy Durante Stakes- Grade III	F, 2 YO	1 mile Turf	$100,000
24-Nov	3-Dec	Hollywood Derby- Grade I	3 YO	1 1/8 miles Turf	$400,000
24-Nov	3-Dec	Stormy Liberal Stakes	3 & up	5 furlongs Turf	$100,000
24-Nov	4-Dec	Cecil B. DeMille Stakes - Grade III	2 YO	1 mile Turf	$100,000
24-Nov	4-Dec	Matriarch Stakes- Grade I	F/M 3 & up	1 mile Turf	$400,000
					$2,450,000
				Less O/N Stakes	150,000
				Less Cal Funds	40,000
				Less NES Fees(est.)	310,000
				Net Purses:	$1,950,000

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EXHIBIT B
DEL MAR FALL OVERNIGHT PURSE SCHEDULE*

		2021 FALL Overnight Purse Schedule		2022 Overnight Proposed Purse Schedule	
		SHORT/LONG	TOC/CTBA $	SHORT/LONG	TOC/CTBA $
O/STK		$100,000	30,000	$100,000	30,000
$ALW		$76,000	22,800	$76,000	22,800
3X		$76,000	22,800	$76,000	22,800
2X		$74,000	22,200	$74,000	22,200
1X		$72,000	21,600	$72,000	21,600
$50,000		$55,000	6,600	$55,000	6,600
$40,000		$47,000	5,640	$47,000	5,640
$32,000		$45,000		$45,000	
$25,000		$39,000		$39,000	
$25,000 NW2		$28,000		$28,000	
$20,000		$33,000		$33,000	
STR/16,/Year		$32,000		$32,000	
$16,000		$30,000		$30,000	
$16,000 NW2		$25,000		$25,000	
$16,000 NW3		$28,000		$28,000	
$12,500		$28,000		$28,000	
$10,000		$25,000		$25,000	
$8,000		$23,000		$23,000	
Str $50,000 < NW 2		$38,000	4,560	$38,000	4,560
MSW		$70,000	21,000	$70,000	21,000
MDN/$100,000					
MDN/$80,000		$44,000		$44,000	
MDN/$62,500		$40,000		$40,000	
MDN/$50,000		$36,000		$36,000	
MDN/$40,000		$31,000		$31,000	
MDN/$32,000		$27,000		$27,000	
MDN/$20,000		$25,000		$25,000	

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EXHIBIT C
INTERSTATE SIMULCAST AGREEMENTS

To be provided

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EXHIBIT D
INTERNATIONAL SIMULCAST AGREEMENTS

To be provided

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EXHIBIT E
APPROVED ADW PROVIDERS

To be provided

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EXHIBIT F
FIRE AND DISASTER INSURANCE

Attached hereto.

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EXHIBIT G
MEDICATION REFORMS

Attached hereto.

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EXHIBIT H

Del Mar Thoroughbred Club
Summary of 2021 Actual and Estimated 2022 Summer Purses and Under/(Overpayment)
8/25/22

Purse Generation	2021 Actual	2022 Projection	2022 vs 2021	Original Exh H 2022 Projection
Live				
On-track	3,714,940	4,147,696		3,909,837
ITW	1,462,471	1,540,107		1,518,745
Cal ADW	2,619,207	2,577,172		2,710,525
Brick & Mortar OOS	6,934,622	7,629,042		6,670,162
ADW OOS	3,397,190	3,538,372		3,412,260
Total Live	**18,128,431**	**19,432,389**	1,303,958	18,221,529
Import				
On-track	163,077	155,562		153,101
ITW	1,519,804	1,509,308		1,553,020
Cal ADW	1,647,263	1,431,863		1,642,285
Total Import	**3,330,144**	**3,096,733**	(233,411)	3,348,406
North				
On-track	44,735	21,848		50,676
ITW	345,080	202,433		358,218
Cal ADW	196,862	89,320		203,510
Total North	**586,676**	**313,601**	(273,075)	612,404
Separate Pool/Proxy	144,468	138,158	(6,310)	110,000
Excess SCOT Expense Fund	1,082,743	657,462	(425,281)	540,000
AB 480	717,365	566,331	(151,035)	680,000
Prior Year CHRB Surplus/(shortfall)	45,172	84,169	38,997	-
PY Outs	34,322	177,008	142,686	70,000
Ship & Win	(774,534)	(968,168)	(193,634)	(900,000)
Other:MSCB Bonus, Excess Co Op, ADW rebate	(321,217)	(254,100)	67,117	(304,500)
Total Generation	22,973,571	23,243,584	270,014	22,377,839
TOC/CTT/Backstretch pension/NTRA	529,968	537,802	7,834	511,430
Net purses due	**22,443,602**	**22,705,782**	22,705,782	21,866,409
Purses				
Overnights	13,792,776	16,100,000		15,800,000
Starter fees	506,160	575,000		500,000
TOC Cal Bred Bonus	146,086	175,000		175,000
Stakes	5,660,750	6,300,000		6,350,000
Total purse paid	**20,105,772**	**23,150,000**	3,044,228	22,825,000
Summer Under/(Overpayment)- w/o prior yr underpayment	2,337,830	(444,218)		(958,591)

	2021 Under/(over)	Proj'd 22 Under/(over)
Underpayment Beginning of year	2,144,518	3,848,274
Summer underpay	2,337,830	(444,218)
Fall overpayment	(634,075)	(991,893)
Projected end of year underpayment	3,848,274	2,412,163
ADW special funding Beginning year	0	1,365,429
2021 ADW special funding	1,365,429	
2022 ADW special funding		964,124
ADW special funding End of year	1,365,429	2,329,552
Purse and ADW funding underpayment	5,213,702	4,741,715

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RECOMMENDATION

This item is presented for Board discussion and action.

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CHRB ANALYSIS

Watchandwager.com, LLC (WAW), Combined Charity Day Proceeds

October 27, 2021-December 21, 2021, and December 22, 2021-May 10, 2022

#	Nonprofit Organization	Statutory Distribution Amounts	Disbursement Percentage	Percentage Required By Horse Racing Law (from the 2/10 of 1%)	Notes	WAW Voluntary - Supplemental Distributions	Total Distributions
1	Disabled Jockeys Fund*	$ 228.04	22%	minimum of 20%	d	$ 771.96	$ 1,000.00
2	Standardbred Retirement Foundation*	331.70	32%	minimum of 30%	a	1,368.30	1,700.00
3	Sacramento Horsemen's Association*	331.70	32%	minimum of 30%	a	168.30	500.00
4	Winners Foundation*	72.56	7%	minimum of 5%	c	427.44	500.00
5	CA Harness Horsemen's Benevolent Foundation*	72.57	7%	minimum of 5%	b	227.43	300.00
	Total	$ 1,036.57	100%	minimum of 60%	e	$ 2,963.43	$ 4,000.00
	Notes:						
	a	30% to charities associated with the horse racing industry (B&P 19556 (b))					
	b	5% to welfare fund for backstretch personnel (B&P 19556 (b))					
	c	5% to nonprofit organization to assist alcohol abuse victims (B&P 19556 (b))					
	d	20% to nonprofit organization that benefits qualified disabled jockeys (B&P 19556 (c)(1))					
	e	overall a minimum of 60% should go to horse racing industry related nonprofit organizations.					

*Equine and/or horse racing related organization

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watch wager

Operating Harness Racing at Cal Expo

August 8th, 2022

Ms. Cynthia Alameda
Assistant Executive Director
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

Dear Ms. Alameda:

Watchandwager.com, LLC has allocated charity day proceeds from our 2021/2022 Race Meet (11/20/21-5/01/2022) as set forth below for the California Horse Racing Board's consideration and approval:

Sacramento Horsemen's Association (a)	$500.00
Standardbred Retirement Foundation (a)	$1,700.00
CA Harness Horsemen's Benevolent Foundation (b)	$300.00
Winners Foundation (c)	$500.00
Disabled Jockeys Fund (d)	$1,000.00
Total:	$4,000.00
Equine Related Charities	$4,000.00
Non-Equine Related Charities	$ 0.00
Percentage of Equine Related Charities	100%

Attached you will find a schedule describing the charitable organizations listed above. Thank you for your attention to this matter. If you need further information, please contact Chris Schick or me.

Sincerely,

Benjamin Kenney
Watchandwager.com, LLC

25 Cadillac Drive, Suite 201, Sacramento, CA 95825 Tel: (916) 800-1395 Fax: (916) 760-7410

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Sacramento Horsemen's Association: non-profit regional equestrian club established in 1942, hosts horse shows and provides boarding. (contact phone: 916-470-1337; http://www.sachorsemen.com)

Standardbred Retirement Foundation: non-profit, tax exempt organization created to care for, rehabilitate, and secure lifetime adoption of non-competitive Standardbred racehorses, to ensure their proper care with follow-up, and combine the needs of youth at risk with these horses in therapeutic equine programs to benefit both. (contact phone: 732-446-4422; http://www.adoptahorse.org)

CA Harness Horsemen's Benevolent Foundation: non-profit established by the CA Harness Horsemen's Association to provide funding and support for backstretch employees in need.
(contact phone: 916-263-7888)

Winners Foundation: established in 1984 as a non-profit organization to provide information, support and referral sources to employees and family members of the California horse racing community who are being adversely affected as a result of alcohol and/or substance abuse. There is no charge to anyone seeking aid through this group, which has aided and guided thousands of individuals. (Contact phone: 626-574-6498; http://winnersfoundation.org)

Permanently Disabled Jockeys Fund – Founded in 2006, it is a collaborative effort of many leaders in the horse racing industry, including racetracks, jockeys, horsemen and others. It is a public charity that currently provides financial assistance to approximately 60 former jockeys who have suffered catastrophic on-track injuries. It recently was the winner of the National Turf Writers and Broadcasters prestigious Joe Palmer Award for its exceptional work. Nancy LaSala is the group's president. (Contact phone: 630-595-7660; www.pdjf.org/)

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STAFF ANALYSIS

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

Regular Board Meeting
September 15, 2022

ISSUE:

The California Horse Racing Board (Board) is constantly looking for areas to both improve animal and human welfare and ensure that rules established by the Board are effectively serving the purposes of their intent. As humans evolve and nutrition (and dieting) are better understood, the ability for apprentice jockeys to realize the benefit of specified weight allowances is increasingly difficult and unhealthy when achieved. In fact, at the lower end of the assigned weight for particular races, most apprentice jockeys simply cannot ride at that weight and are therefore not able to realize the intended benefit of the allowances provided. Further, the current jockey apprentice allowance rule is difficult to implement effectively due to the complexity and specificity.

ANALYSIS:

In collaboration with The Jockeys' Guild the Board is proposing consideration to amend two regulations regarding apprentice jockeys to reflect the reality of changing health standards and to clarify allowance criteria. Specifically, the Board is proposing amendments to Board Rule 1500, Apprentice Jockey, and Board Rule 1619, Apprentice Allowance, to align with proposed language for the Association of Racing Commissioner's International (ARCI) model rule by specifying general license eligibility to include modified requirements for five-pound and seven-pound allowances.

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

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

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

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RECOMMENDATION:

This item is presented for Board discussion.

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

1500. APPRENTICE JOCKEY.

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

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

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

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

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

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

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(g) An apprentice certificate may be obtained by from the stewards on a form provided by the Board. An individual shall not receive more than one apprentice license. In case of emergencies, a copy of the original certificate may be obtained from a CHRB office.

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

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

(j) If an apprentice jockey is unable to ride for a period of seven (7) consecutive days or more after the date of their tenth (10th) winning mount because of the services in the national armed forces, enrollment in an institution of secondary or higher education, restrictions on racing, physical disablement or illnesses, or pregnancy, the stewards or CHRB may extend the time during which such apprentice weight allowance may be claimed for a period not to exceed the period such apprentice jockey was unable to ride. The CHRB will only take jurisdiction only on licenses or certificates which it has issued. All other requests for extensions shall be directed to the jurisdiction that approved the apprentice license or certificate.(1) An apprentice jockey can submit an Apprentice Jockey Extension Form CHRB Form-248 (New 08/22), which is hereby incorporated by reference, to a CHRB licensing office if they meet the requirements of subsection (j).

Authority: Sections 19440 and 19460
Business and Professions Code

Reference: Section 19440 and 19460
Business and Professions Code

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

1619. APPRENTICE ALLOWANCE.

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

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

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

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

(~~d~~c) If after one year from the date of ~~his or her fifth~~their tenth (10th) winning mount the apprentice has not ridden a total of forty 40 winners from the date of their first winning mount, they may continue to ride with a five (5) pound weight allowance for one more year from the date of their tenth (10th) winning mount or until they have ridden forty (40) winners~~, the applicable weight allowance shall continue for one more year or until the date of the 40th winner,~~ whichever comes first.(d) An apprentice allowance may be waived with ~~consent of~~ the steward's permission at the time of entry by the trainer or the trainer's designee.

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

Authority: Section 19562
Business and Professions Code

Reference: Section 19562
Business and Professions Code

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

APPRENTICE JOCKEY EXTENSION FORM

Date:

To:

To Whom It May Concern:

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

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

My jockey apprentice allowance expires on:
(DATE)

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

If due to Restrictions on Racing, please explain:

_____

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

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

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

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

_____
(ADDRESS OF EXAMINING PHYSICIAN)

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

(ADDRESS OF EXAMINING PHYSICIAN)

Attached is a letter from my physician verifying above facts.

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

Respectfully submitted by,

_____ _____
(PRINT FULL NAME) (DATE)

_____
(SIGNATURE)

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Agenda Item 13

STAFF ANALYSIS

DISCUSSION AND ACTION BY THE BOARD REGARDING THE PROPOSED AMENDMENT TO CHRB RULE 1846.5, POSTMORTEM EXAMINATION, AND RULE 1846.6, POSTMORTEM EXAMINATION REVIEW, TO REQUIRE A NECROPSY AND NECROPSY REVIEW OF HORSES THAT DIE OR ARE EUTHANIZED WITHIN 72 HOURS OF LEAVING A CHRB REGULATED FACILITY.

Regular Board Meeting
September 15, 2022

ISSUE:
Currently, under California Horse Racing Board (Board) Rules 1846.5, Postmortem Examination, and 1846.6, Postmortem Examination Review, a postmortem examination, or necropsy, is performed in a diagnostic laboratory on every horse that dies within an area under jurisdiction of the Board. All euthanizations and deaths that occur at a Board regulated facility, or that occur shortly after leaving regulated facilities are reported on the Board website. However, both the Board and the Horse Integrity and Safety Authority (HISA) regulations only require necropsies and post mortem reports for horses that expire at facilities under the jurisdiction of the Board, even if the horses are euthanized or die shortly after leaving a regulated facility as a result of an injury or the sickness that occurred or began at the regulated facility.

ANALYSIS:
The proposed amendment to Board Rules 1846.5 and 1846.6 would seek to address the above described situation. Specifically, the proposed amendments would require that every horse that dies or is euthanized in California within 72 hours of leaving a facility under the jurisdiction of the Board be required to undergo a postmortem examination. While the proposed amendments to Board Rules 1846.5 and 1846.6 do not seek to sanction the licensees involved, and statistical reporting already captures these horses (which are approximately 2-3 horses per year), a necropsy and a report following the investigation of horses who die shortly after leaving a Board regulated facility is critical to understanding track related fatalities. Additionally, the proposed amendments to Board Rules 1846.5 and 1846.6 would create affirmative duties for the owner and trainer, who are in the best position to know this information, and to alert the regulator of a death occurring within 72 hours of leaving a regulated facility.

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

BPC section 19444 further states that in performing its responsibilities, the Board may conduct research to determine more fully the cause and prevention of horse racing accidents, the effects of drug substances on the race horses, and the means for detection of foreign drug substances.

RECOMMENDATION:
This item is presented for Board discussion.

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

1846.5. Postmortem Examination.

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

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

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

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

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

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

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

(e) If the official veterinarian is not available, the owner's or trainer's veterinarian must phone the diagnostic laboratory within one hour of the death and fax or email CHRB-72 to the laboratory as

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notification that the horse is due for necropsy. On the official veterinarian's next scheduled work day, the owner's or trainer's veterinarian shall give the original CHRB-72 to the official veterinarian. In the case of a horse which dies or is euthanized in California within 72 hours of leaving a facility under the jurisdiction of the Board, the owner or trainer must phone the diagnostic laboratory within one hour of death and fax or email CHRB-72 to the laboratory as notification that the horse is due for necropsy. On the official veterinarian's next scheduled work day of the racing association or training facility where the horse last resided, the owner or trainer shall give the original CHRB-72 to the official veterinarian.

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

(g) Upon completion of the postmortem examination the diagnostic laboratory shall file a written report with the Executive Director, the Equine Medical Director and the official veterinarian.

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

NOTE:
Authority cited: Section 19440, Business and Professions Code.
Reference: Section 19444(c), Business and Professions Code.

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

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

1846.6. Postmortem Examination Review.

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

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

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

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

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

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

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

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

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

(5) Daily progress and disposition of the case.

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

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

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

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(g) Upon completion of the postmortem examination review, the postmortem examination review panel shall file a written report with the Executive Director and the owner and trainer of the expired horse.

NOTE:
Authority cited: Section 19440, Business and Professions Code.
Reference: Sections 19435 and 19444, Business and Professions Code.

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

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Agenda Item 14

CALIFORNIA HORSE RACING BOARD

September 15, 2022

REGULAR BOARD MEETING

There is no board package material for Item 14

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Agenda Item 15

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Agenda Item 16

CALIFORNIA HORSE RACING BOARD

September 15, 2022

REGULAR BOARD MEETING

There is no board package material for Item 16