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

REGULAR MEETING

Of the **California Horse Racing Board (CHRB/Board)** will be held on **Thursday, November 16, 2023,** commencing at **9:30 a.m. i**n the **Finish Line Room at the Los Alamitos Race Course, 4961 Katella Avenue, Los Alamitos, 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" via the Media Room tab.

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

AGENDA

Action Items:

1. **Approval of the minutes of October 19, 2023.**
2. Discussion and action on **adopting the Horseracing Integrity and Safety Authority's (HISA) recommended national concussion protocol for jockeys,** dependent on the Federal Trade Commission's approval of HISA's proposed rule.
3. Discussion and action by the Board on the **Application for License to Conduct a Horse Racing Meeting of the Los Alamitos Racing Association (LARA) at Los Alamitos Race Course,** commencing December 6, 2023, through December 19, 2023, inclusive.
4. Discussion and action by the Board on the **Application for License to Conduct a Horse Racing Meeting of the Los Alamitos Quarter Horse Racing Association (LAQHRA) at Los Alamitos Race Course,** commencing December 20, 2023, through December 24, 2024.
5. Discussion and action by the Board on the **Application for License to Conduct a Horse Racing Meeting of the Los Angeles Turf Club (LATC), at Santa Anita,** commencing December 20, 2023, through June 18, 2024, inclusive.
6. Discussion and action by the Board on the **Application for License to Conduct a Horse Racing Meeting of the Pacific Racing Association (PRA), at Golden Gate Fields**, commencing December 20, 2023, continuing through June 11, 2024, inclusive.
7. Discussion and action by the Board on **whether to elect to collect and remit fees on behalf of the Horseracing Integrity and Safety Authority** for calendar year 2023.
8. Discussion and action by the Board regarding the **Distribution of Race Day Charity Process of Los Alamitos Quarter Horse Racing Association**, from its 2022 Race Meeting.
9. Discussion and action by the Board regarding the request to **modify the distribution of market access fees from Advanced Deposit Wagering for wagering conducted by the signatory racing associations for 2024 to include a distribution to be utilized to fund a California co-op marketing program.**

10. 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.

11. Reports

    A. **Executive Director's Report.**
    B. **Equine Medical Director's Report.**

12. **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.

13. **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).
    C. The Board may convene a Closed Session for the purposes of considering personnel matters as authorized by Government Code section 11126(a).

14. **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. 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 Mike Marten 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, Deputy Executive Director

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PENDING LITIGATION
NOVEMBER 2023

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
Court of Appeal, 4th Appellate District

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

D. Jamgotchian v. California Horse Racing Board
U.S. District Court, Central District of California

E. Jamgotchian v. Lewis et al.
Superior Court of California, County of Alameda

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REGULAR BOARD MEETING MINUTES

Date and Time: **October 19, 2023, at 9:30 a.m.**

Location: **California Exposition and State Fair Grandstand**
1600 Exposition Boulevard
Sacramento, CA

Board Members Present:
Gregory Ferraro, Chairman
Oscar Gonzales, Vice-Chairman
Damascus Castellanos, Member
Brenda Washington Davis, Member
Dennis Alfieri, Member
Thomas Hudnut, Member

Staff Members Present:
Scott Chaney, Executive Director
Cynthia Alameda, Deputy Executive Director
Robert Brodnik, Chief Counsel
Jeff Blea, Equine Medical Director

1. **APPROVAL OF THE MINUTES OF SEPTEMBER 21, 2023.**

   Motion: Approve.
   Motioned/Seconded: Davis/Hudnut
   Roll call vote: Aye: Castellanos, Davis, Gonzales, Alfieri, Hudnut, Ferraro. **Nay:** None.
   Motion carried.
   Page 3 in the Board transcript.

2. DISCUSSION AND ACTION BY THE BOARD ON **THE APPLICATION FOR A LICENSE TO CONDUCT A HORSE RACING MEETING OF THE DEL MAR THOROUGHBRED CLUB (T) AT DEL MAR, COMMENCING NOVEMBER 8, 2023, THROUGH DECEMBER 5, 2023, INCLUSIVE.**

   Motion: Approve.
   Motioned/Seconded: Hudnut/Alfieri.
   Roll call vote: Aye: Castellanos, Davis, Gonzales, Alfieri, Hudnut, Ferraro. **Nay:** None.
   Motion carried.
   Pages 3–10 in the Board transcript.

3. DISCUSSION AND ACTION BY THE BOARD ON THE **APPLICATION FOR A LICENSE TO CONDUCT A HORSE RACING MEETING OF WATCH AND WAGER LLC (H), AT CAL EXPO, COMMENCING NOVEMBER 1, 2023, THROUGH MAY 7, 2023, INCLUSIVE.**

Motion: Approve.
Motioned/Seconded: Hudnut/Davis.
Roll call vote: Aye: Castellanos, Davis, Gonzales, Alfieri, Hudnut, Ferraro. **Nay:** None.
Motion carried.
Pages 10–17 in the Board transcript.

4. DISCUSSION AND ACTION BY THE BOARD REGARDING **THE PROPSED AMENDMENTS OF CHRB RULE 1433, APPLICATION FOR A LICENSE TO CONDUCT HORSE RACING MEETING, CHRB RULE 1440, APPROVAL OF CONCESSIONAIRES, CHRB RULE 1440.5, LICENSING OF CONTACTORS AND SUBCONTRACTORS, CHRB RULE 2057, INITIAL APPLICATION AND APPROVAL OF A SIMULCAST FACILITY, CHRB RULE 2059, INITIAL APPLICATION AND APPROVAL OF A SIMULCAST ORGANIZATION, CHRB 2066, APPLICATION FOR A LICENSE TO OPERATE A MINISATTELLITE FACILTY, CHRB RULE 2071, LICENSE TO CONDUCT ADVANCE DEPOSIT WAGERING BY AN OUT-OF-STATE APPLICANT, TO UPDATE CHRB APPLICATIONS AND APPLICABLE FORMS.**

   Motion: Approve
   Motioned/Seconded: Hudnut/Castellanos
   Roll call vote: Aye: Castellanos, Washington Davis, Gonzales, Alfieri, Hudnut. **Nay:** None.
   Motion carried.
   Pages 17–22 in the Board transcript.

5. DISCUSSION AND ACTION BY THE BOARD REGARDING **AN AMENDMENT TO THE APPLICATION FOR ADVANCE DEPOSIT WAGERING (ADW) PROVIDER CHURCHILL DOWN TECHNOLOGY INITIATIVES COMPANY DBA TWINSPIRES AND DBA BETAMERICA, PURSUANT TO BOARD RULE 2072(1).**

   Motion: Approve.
   Motioned/Seconded: Davis/Hudnut
   Roll call vote: Aye: Castellanos, Davis, Gonzales, Alfieri, Hudnut, Ferraro. **Nay:** None.
   Motion carried.
   Pages 22–24 in the Board transcript.

6. DISCUSSION AND ACTION BY THE BOARD ON THE **RENEWAL APPLICATION FOR LICENSE TO OPERATE A MINISATTELITE WAGERING FACILITY AT CA HORSE RACING AND SPORTS LLC DBA THE DERBY ROOM, SPORTS GIRLL & TURF CLUB IN NORCO, CA.**

   Motion: Approve.
   Motioned/Seconded: Alfieri/Gonzales.
   Roll call vote: Aye: Castellanos, Davis, Gonzales, Alfieri, Hudnut, Ferraro. **Nay:** None.
   Motion carried.
   Pages 24–29 in the Board transcript.

7. UPDATE BY TOC ON JOCKEY WELFARE.

Motion: None.
Motioned/Seconded: None./None.
Roll call vote: Aye: None. **Nay:** None. **No action needed, informational only.**
Pages 29–32 in the Board transcript.

8. DISCUSSION AND ACTION BY THE BOARD REGARDING THE **DISTRIBUTION OF RACE DAY CHARITY PROCEEDS OF THE LOS ANGELES TURF CLUB 2022-2023 WINTER-SPRING RACE MEETING.**

Motion: Approve
Motioned/Seconded: Hudnut/Washington Davis
Roll call vote: Aye: Castellanos, Washington Davis, Gonzales, Alfieri, Hudnut, Ferraro.
Nay: None. **Motion carried.**
Pages 32–34 in the Board transcript.

9. DISCUSSION AND ACTION BY THE BOARD REGARDING THE **DISTRIBUTION OF RACE DAY CHARITY PROCEEDS OF THE PACIFIC RACING ASSOCIATION 2022-2023 WINTER-SPRING RACE MEETING.**

Motion: Approve.
Motioned/Seconded: Alfieri/Castellanos
Roll call vote: Aye: Castellanos, Davis, Gonzales, Alfieri, Hudnut, Ferraro. **Nay:** None.
Motion carried.
Pages 34–35 in the Board transcript.

10. REPORTS.

A. EXECUTIVE DIRECTOR'S REPORT
Pages 35–40 in the Board transcript.

B. EQUINE MEDICAL DIRECTOR'S REPORT.
Pages 40–60 in the Board transcript.

11. PUBLIC COMMENT.
Pages 60-61 in the Board transcript.

MEETING ADJOURNED AT 10:55 A.M.

Proceedings of the Regular Meeting of October 19, 2023

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

Agenda Item 2

Horseracing Integrity and Safety Authority (HISA) Rules and Regulations

Rule 2192. Concussion Management

State Racing Commissions, or Racetracks if the applicable State Racing Commission does not enter into an agreement with the Authority, shall implement a Concussion management program for Jockeys containing the following elements:

(a) Each Jockey shall acknowledge in writing that they have been made aware of the Concussion protocols in place for the facility at which they are riding;

(b) A minimum assessment shall include a current Concussion assessment tool examination;

(c) A return-to-ride guideline shall be established in order to clear a Jockey who has been concussed, or is believed to have been concussed, once the Jockey is declared fit-to-ride; and

(d) The stewards shall be notified when a Jockey is not permitted to ride and when the Jockey has been authorized to return to riding.

National Concussion Protocol For Jockeys

HISA HORSERACING INTEGRITY AND SAFETY AUTHORITY

Due to the inherent risks of riding racehorses, jockeys are at high risk of sustaining a head injury. It is important for jockeys and their families to understand the possible consequences of head injuries as well as assessment tools for detecting brain damage due to a blow to the head (concussion) and care of individuals that have suffered a concussion. This document provides a basic understanding of concussion and outlines the protocols in place at each Covered Racetrack to respond to injuries that may result in a concussion.

What is a Concussion?

A concussion results from a head injury that causes damage to the brain.

A concussion is most often due to trauma from a direct hit to the head. Jockeys are at high risk for a concussion during a fall from a horse, either from collision with the ground or a horse. However, a concussion may also occur without contact with an object when the head moves suddenly and the brain collides with the inner surface of the bony skull.

Though a concussion is usually limited to injury of the brain, damage to the major blood vessels around the brain occasionally occurs. Damage to blood vessels around the brain can be life threatening and is not always immediately evident. Continued bleeding from damaged vessels can lead to worsening signs, and potentially coma and death in the 24 hours following injury. Internal bleeding requires treatment at a medical facility. This possibility demonstrates the need to seek evaluation and treatment at a medical facility whenever a concussion is suspected.

Diagnosis and Recovery

Full recovery from a concussion is common if the jockey receives prompt and correct care. Time to recover is usually a few weeks but can vary. Some cases may require prolonged rest and limitation of activities for months or longer depending on the severity of symptoms and significance of the injury.

Suspecting that a jockey may have sustained a concussion is the most critical first step in diagnosing a concussion. The jockey and those people around them, must be familiar with the signs and symptoms of concussion and should immediately alert a member of the racetrack medical team, as prompt medical evaluation and care is crucial to recovery as well as identifying more severe injury such as blood vessel damage.

Signs, symptoms and common complaints of patients with suspected concussions

(See appendix A for additional information)

- Amnesia (loss of memory) of the traumatic event
- Answering questions slowly
- Anxiety
- Balance problems
- Blacking out
- Cognitive (clear thinking) changes
- Compromised speech
- Coordination difficultyAA
- Confusion
- Dazed appearance
- Depression
- Difficulty concentratingAA
- Dizziness
- Ears ringing
- Not feeling “right"
- Drowsiness
- Fatigue
- Feeling clumsy
- Feeling emotional - sad, angry
- Feeling foggy
- Forgetfulness
- Headache or head pressure
- Irritability
- Light sensitivity
- Loss of consciousness
- Low energy
- Memory difficultyAA
- Moving slowly
- Nausea
- Neck pain
- Nervousness
- Noise sensitivity
- Numbness anywhere
- Repeating questions
- Seizure
- Sleep changes/problems
- Slurred speech
- Trouble focusing
- Vision changes or problems
- Vomiting
- Weakness

Racetrack Response Plan for Jockeys with a Suspected Concussion

All jockeys who fall or are thrown from a horse will be evaluated by the racetrack’s medical team for injury and signs of concussion.

All jockeys witnessed to have sustained a possible head injury by any means, including head-to-head contact with a horse or direct contact with the structure of the starting gate, will be evaluated by the racetrack’s medical team for injury and signs of concussion.

The required evaluation will be documented on the HEADCHECK digital concussion platform. Based on the medical staff’s scope of practice, either the Concussion Recognition Tool or the Sport Concussion Assessment Tool will be conducted.

An accident report is to be submitted on HEADCHECK with a corresponding Health Status update to notify authorized individuals (track staff, staff at other tracks that the jockey frequently races at, emergency contacts).

Medical Team Evaluates and Does Not Suspect a Concussion

If after evaluation, the medical team **does not suspect a concussion**, where all testing is within normal limits and the jockey has no signs or symptoms of a concussion, the jockey will be allowed to return to ride the same day.

- The medical team will notify the clerk of scales and the stewards that the jockey is cleared to ride for the remainder of the day.
  - » In the HEADCHECK platform, the concussion assessment that was added at evaluation should reflect that a concussion was not suspected.
  - » An accident report is to be logged reflecting that the jockey is eligible to ride (if no other injuries are suspected).

- The jockey must meet with the medical team the next race day for a follow-up evaluation to determine if there are any late-developing concussion symptoms.
  - » The HEADCHECK platform is to be used to document the follow-up assessments, including a symptom assessment at minimum.

- If on the day following the traumatic event, the jockey is riding at a different racetrack, then a medical professional at the different track must evaluate the jockey.
  - » If authorized, the medical professional may view the jockey's concussion history (previous concussions, baseline test, initial post-injury assessment, etc.) on HEADCHECK to compare symptom scores.
  - » This follow-up evaluation must be reported to the medical team at the racetrack where the jockey sustained the injury and in the HEADCHECK platform, including a symptom assessment at minimum.

Medical Team Evaluates and Does Suspect a Concussion

If after evaluation, the medical team **does suspect a concussion**, then the jockey will be removed from riding for a period of time determined by the medical team for observation. The observation period will be no less than 45 minutes and may be extended if the medical team feels additional time is warranted.

- The medical team will notify the clerk of scales and the stewards that the jockey will be observed for concussion signs or symptoms.
- Following the observation period, should the racetrack medical team determine that testing is within normal limits and there are no signs or symptoms of concussion, the jockey will be allowed to return to ride the remainder of that day.
- The jockey must meet with the medical team the next race day for a follow-up evaluation to determine if there are any late-developing concussion symptoms.
- If on the day following the traumatic event, the jockey is riding at a different racetrack, then a medical professional at the different track must evaluate the jockey.

- If authorized, the medical professional may view the jockey's concussion history (previous concussions, baseline test, initial post-injury assessment, etc.) on HEADCHECK to compare symptom scores.
- This follow-up evaluation must be reported to the medical team at the racetrack where the jockey sustained the injury and in the HEADCHECK platform, including a symptom assessment at minimum.

Medical Team Continues to Suspect a Concussion

If following the observation period, the racetrack medical team **continues to suspect a concussion**, then the jockey will be removed from riding for the remainder of the day and may be transferred to a hospital emergency department if the racetrack medical team determines it is warranted.

- The racetrack medical team will notify the clerk of scales and the stewards that the jockey is ineligible to ride until a qualified medical provider knowledgeable in concussionA management and familiar with the skills needed to perform the job of a jockey provides a written release for the jockey to return to ride.
- The written release must be presented to the racetrack medical team, the stewards and the clerk of scales.
  - The written release must be uploaded to the HEADCHECK platform as a "clearance to ride" note.
  - The addition of a "clearance to ride" note will update the jockey's health status to "eligible" (if all requirements have been met, otherwise, the health status will update to "missing requirements").
- The jockey must meet with the racetrack's medical team for a follow-up evaluation, once per day, prior to riding, for a period determined by the racetrack's medical team.
  - If authorized, the medical professional may view the jockey's concussion history (previous concussions, baseline test, initial post-injury assessment, etc.) on HEADCHECK to compare symptom scores.
  - This follow-up evaluation must be reported to the medical team at the racetrack where the jockey sustained the injury and in the HEADCHECK platform, including a symptom assessment at minimum.

Medical Team Confirms Concussion

Any jockey with a **confirmed concussion** as determined by the racetrack's medical team will be ineligible to ride the remainder of that day and will be transferred to a hospital emergency department.

- The racetrack medical team will notify the clerk of scales and the stewards that the jockey is ineligible to ride until a qualified medical provider knowledgeable inA concussion management and familiar with the skills needed to perform the job of a jockey provides a written release for the jockey to return to ride.

- The written release must be presented to the racetrack medical team, the stewards, and the clerk of scales.
  - » The written release must be uploaded to the HEADCHECK platform as a "clearance to ride" note.
  - » The addition of a "clearance to ride" note will update the jockey's health status to "eligible" (if all requirements have been met, otherwise, the health status will update to "missing requirements").

- The jockey must meet with the racetrack's medical team for a follow-up evaluation, once per day, prior to riding, for a period determined by the racetrack's medical team.
  - » If authorized, the medical professional may view the jockey's concussion history (previous concussions, baseline test, initial post-injury assessment, etc.) on HEADCHECK to compare symptom scores.
  - » This follow-up evaluation must be reported to the medical team at the racetrack where the jockey sustained the injury and in the HEADCHECK platform, including a symptom assessment at minimum.

Care Plan for a Jockey Diagnosed with a Concussion

Jockeys with a suspected concussion:

- should not be left alone,
- should have their family and friends involved and educated about concussions, how to care for and recognize symptoms and to report worsening conditions to medical professionals.

Physical and Cognitive Rest

Physical rest and relative cognitive rest for a few days will usually result in a reduction in symptoms.

The early phase of recovery is especially important. Returning to a demanding physical activity, like horse racing, too soon after a concussion can result in cumulative brain damage that increases the risk of permanent loss of physical or cognitive functions.

In most cases, a gradual increase in daily activity level is allowed if symptoms do not worsen.

Progressive Exercise Program

Once usual daily activities can be conducted without concussion-related symptoms returning, a medically managed progressive exercise program supervised by a health care provider may be appropriate. If symptoms return, physical and relative cognitive rest should be resumed until concussion related symptoms have resolved. Once symptoms are resolved, a progressive exercise program is initiated to recondition the rider for the vigorous demands of horse racing.

When returning to ride, a jockey, like all athletes, should follow a graduated, medically managed exercise sport specific progression, with increasing amounts of exercise supervised by a healthcare provider. ***See appendix B for an example of one such program.***

General information

- The HISA National Concussion Protocol for Jockeys is available on the HISA website, www.HISAus.org.
- Covered Racetracks using the HISA National Concussion Protocol for Jockeys are encouraged to post a printed copy of it in a prominent place in the jockeys' quarters.
- Jockeys are responsible for familiarizing themselves with this HISA National Concussion Protocol for Jockeys.
- Jockeys must annually acknowledge that they have read the HISA National Concussion Protocol in the HISA portal, prior to riding any race held at a covered racetrack. Jockeys will be notified via the HISA portal each time the Protocol is updated.
- Jockeys must complete a baseline concussion test annually, using a concussion assessment tool (preferably SCAT6) before being allowed to race.
- Jockeys must report all injuries and any signs or symptoms of a concussion immediately to the racetrack's medical team.

Appendix A – Concussion Recognition Tool

CRT6™

Concussion Recognition Tool

To Help Identify Concussion in Children, Adolescents and Adults

What is the Concussion Recognition Tool?

A concussion is a brain injury. The Concussion Recognition Tool 6 (CRT6) is to be used by non-medically trained individuals for the identification and immediate management of suspected concussion. It is not designed to diagnose concussion.

Recognise and Remove

Red Flags: CALL AN AMBULANCE

If **ANY** of the following signs are observed or complaints are reported after an impact to the head or body the athlete should be immediately removed from play/game/activity and transported for urgent medical care by a healthcare professional (HCP):

- **Neck pain or tenderness**
- **Seizure, 'fits', or convulsion**
- **Loss of vision or double vision**
- **Loss of consciousness**
- **Increased confusion or deteriorating conscious state (becoming less responsive, drowsy)**
- **Weakness or numbness/tingling in more than one arm or leg**
- **Repeated Vomiting**
- **Severe or increasing headache**
- **Increasingly restless, agitated or combative**
- **Visible deformity of the skull**

Remember

- In all cases, the basic principles of first aid should be followed: assess danger at the scene, check airway, breathing, circulation; look for reduced awareness of surroundings or slowness or difficulty answering questions.
- Do not attempt to move the athlete (other than required for airway support) unless trained to do so.
- Do not remove helmet (if present) or other equipment.
- Assume a possible spinal cord injury in all cases of head injury.
- Athletes with known physical or developmental disabilities should have a lower threshold for removal from play.

This tool may be freely copied in its current form for distribution to individuals, teams, groups, and organizations. Any alteration (including translations and digital re-formatting), re-branding, or sale for commercial gain is not permissible without the expressed written consent of BMJ.

If there are no Red Flags, identification of possible concussion should proceed as follows:

Concussion should be suspected after an impact to the head or body when the athlete seems different than usual. Such changes include the presence of **any one or more** of the following: visible clues of concussion, signs and symptoms (such as headache or unsteadiness), impaired brain function (e.g. confusion), or unusual behaviour.

Developed by: The Concussion in Sport Group (CISG)

Supported by:

International Olympic Committee · FEI · FIA · FIFA · IIHF · World Rugby

Appendix B –
Return to Ride Communication Tool Example

Protocolo Nacional De Conmoción Cerebral Para Jinetes

HISA HORSERACING INTEGRITY AND SAFETY AUTHORITY

Debido a los riesgos inherentes de montar caballos de carreras, los jinetes corren un alto riesgo de sufrir una lesión en la cabeza. Es importante que los jinetes y sus familias comprendan las posibles consecuencias de las lesiones en la cabeza, así como las herramientas de evaluación para detectar el daño cerebral debido a un golpe en la cabeza (conmoción cerebral) y el cuidado de las personas que han sufrido una conmoción cerebral. Este documento proporciona una comprensión básica de la conmoción cerebral y describe los protocolos vigentes en cada hipódromo para responder a las lesiones que pueden resultar en una conmoción cerebral.

¿Qué es una conmoción cerebral?

Una conmoción cerebral es el resultado de una lesión en la cabeza que causa daño al cerebro.

Una conmoción cerebral se debe con mayor frecuencia a un traumatismo por un golpe directo en la cabeza. Los jinetes corren un alto riesgo de sufrir una conmoción cerebral durante una caída de un caballo, ya sea por colisión con el suelo o con un caballo. Sin embargo, una conmoción cerebral también puede ocurrir sin contacto con un objeto cuando la cabeza se mueve repentinamente y el cerebro choca con la superficie interna del cráneo óseo.

Aunque una conmoción cerebral generalmente se limita a una lesión del cerebro, ocasionalmente se produce daño a los vasos sanguíneos principales que rodean el cerebro. El daño a los vasos sanguíneos alrededor del cerebro puede poner en peligro la vida y no siempre es evidente de inmediato. El sangrado continuo de los vasos dañados puede provocar un empeoramiento de los signos y, potencialmente, el coma y la muerte en las 24 horas posteriores a la lesión. La hemorragia interna requiere tratamiento en un centro médico. Esta posibilidad demuestra la necesidad de buscar evaluación y tratamiento en un centro médico cada vez que se sospecha una conmoción cerebral.

Diagnóstico y recuperación

La recuperación completa de una conmoción cerebral es común si el jinete recibe atención rápida y correcta. El tiempo de recuperación suele ser de unas pocas semanas, pero puede variar. Algunos casos pueden requerir reposo prolongado y limitación de actividades durante meses o más, dependiendo de la gravedad de los síntomas y la importancia de la lesión.

Sospechar que un jinete puede haber sufrido una conmoción cerebral es el primer paso más crítico para diagnosticar una conmoción cerebral. El jinete y las personas que lo rodean deben estar familiarizados con los signos y síntomas de la conmoción cerebral y deben alertar inmediatamente a un miembro del equipo médico del Hipódromo, ya que la evaluación y el cuidado médicos inmediatos son cruciales para la recuperación, así como para identificar lesiones más graves, como daños en los vasos sanguíneos.

Signos, síntomas y quejas comunes de los pacientes con sospecha de conmociones cerebrales *(Consulte el apéndice A para obtener información adicional)*

- Amnesia (pérdida de memoria) del evento traumático
- Responde a las preguntas con lentitud
- Ansiedad
- Problemas de equilibrio
- Desmayos
- Cambios cognitivos (pensamiento claro)
- Discurso comprometido
- Di icultad de coordinación
- Confusión
- Apariencia aturdida
- Depresión
- Di icultad para concentrarse
- Mareos
- Zumbido en los oídos
- No sentirse “bien”
- Somnolencia
- Fatiga
- Sentirse torpe
- Sentirse emocional: triste, enojado
- Sensación de nublado
- Olvidadizo
- Dolor de cabeza o presión en la cabeza
- Irritabilidad
- Sensibilidad a la luz
- Pérdida del conocimiento
- Baja energía
- Di icultad de memoria
- Movimientos Lentos
- Náuseas
- Dolor de cuello
- Nerviosismo
- Sensibilidad al ruido
- Adormecimiento en el cuerpo
- Preguntas repetidas
- Convulsión
- Cambios / problemas de sueño
- Di icultad para hablar
- Di icultad para concentrarse
- Cambios o problemas en la visión
- Vómito
- Debilidad

Plan de respuesta en Hipódromos para Jinetes con Sospecha de Contusión Cerebral

Todos los jinetes que se caen o sean arrojados de un caballo serán evaluados por el equipo médico del hipódromo para detectar lesiones y signos de conmoción cerebral.

Todos los jinetes que hayan sufrido una posible lesión en la cabeza por cualquier medio, incluido el contacto cabeza a cabeza con un caballo o el contacto directo con la estructura del partidor, serán evaluados por el equipo médico del Hipódromo para detectar lesiones y signos de conmoción cerebral.

La evaluación requerida se documentará en la plataforma digital de conmociones cerebrales HEADCHECK. Según el alcance de la práctica del personal médico, se llevará a cabo la Herramienta de Reconocimiento de Conmociones Cerebrales o la Herramienta de Evaluación de Conmociones Cerebrales Deportivas.

Se debe enviar un informe de accidente en HEADCHECK con una actualización del Estado de Salud correspondiente para notificar a las personas autorizadas (personal del Hipódromo, personal de otros Hipódromos en las que el jinete monta con frecuencia, contactos de emergencia).

El Equipo Médico Evalúa y NO Sospecha una Conmoción Cerebral

Si después de la evaluación, el equipo médico **no sospecha de una conmoción cerebral**, donde todas las pruebas están dentro de los límites normales y el jinete no tiene signos o síntomas de una conmoción cerebral, se le permitirá al jinete volver a montar el mismo día.

- El equipo médico notificará al secretario de básculas y a los comisarios que el jinete está autorizado para montar durante el resto del día.
  - » En la plataforma HEADCHECK, la evaluación de la conmoción cerebral que se agregó en la evaluación debe reflejar que no se sospechó una conmoción cerebral.
  - » Se debe registrar un informe de accidente que refleje que el jinete es elegible para montar (si no se sospecha de otras lesiones).

- El jinete debe reunirse con el equipo médico el siguiente día de carreras para una evaluación de seguimiento para determinar si hay algún síntoma de conmoción cerebral de desarrollo tardío.
  - » La plataforma HEADCHECK se utilizará para documentar las evaluaciones de seguimiento, incluida una evaluación de los síntomas como mínimo.

- Si al día siguiente del evento traumático, el jinete está montando en un Hipódromo diferente, entonces un profesional médico en ese Hipódromo debe evaluar al jinete.
  - » Si está autorizado, el profesional médico puede ver el historial de conmociones cerebrales del jinete (conmociones cerebrales previas, prueba de referencia, evaluación inicial posterior a la lesión, etc.) en HEADCHECK para comparar las puntuaciones de los síntomas.
  - » Esta evaluación de seguimiento debe ser informada al equipo médico en el hipódromo donde el jinete sufrió la lesión y en la plataforma HEADCHECK, incluyendo una evaluación de síntomas como mínimo.

El Equipo Médico Evalúa y Sospecha una Conmoción Cerebral

Si después de la evaluación, el equipo médico **sospecha de una conmoción cerebral**, entonces el jinete será retirado de las montas durante un período de tiempo determinado por el equipo médico para observación. El período de observación no será inferior a 45 minutos y puede extenderse si el equipo médico considera que se justifica un tiempo adicional.

- El equipo médico notificará al secretario de la báscula y a los comisarios que el jinete está en observación para detectar signos o síntomas de conmoción cerebral.
- Después del período de observación, si el equipo médico de la pista de carreras determina que las pruebas están dentro de los límites normales y no hay signos o síntomas de conmoción cerebral, se le permitirá al jinete volver a montar el resto de ese día.
- El jinete debe reunirse con el equipo médico el siguiente día de carreras para una evaluación de seguimiento para determinar si hay algún síntoma de conmoción cerebral de desarrollo tardío.
- Si al día siguiente del evento traumático, el jinete está montando en un Hipódromo diferente, entonces un profesional médico en ese Hipódromo debe evaluar al jinete.
  - » Si está autorizado, el profesional médico puede ver el historial de conmociones cerebrales del jinete (conmociones cerebrales previas, prueba de referencia, evaluación inicial posterior a la lesión, etc.) en HEADCHECK para comparar las puntuaciones de los síntomas.

» Esta evaluación de seguimiento debe ser informada al equipo médico en el hipódromo donde el jinete sufrió la lesión y en la plataforma HEADCHECK, incluyendo una evaluación de síntomas como mínimo.

El Equipo Médico Sigue Sospechando de una Conmoción Cerebral

Si después del período de observación, el equipo médico del Hipódromo **continúa sospechando una conmoción cerebral**, entonces el jinete será retirado de las montas por el resto del día y puede ser transferido a la sala de emergencias de un hospital si el equipo médico de la pista de carreras determina que está justificado.

- El equipo médico del hipódromo notificará al secretario de básculas y a los comisarios que el jinete no es elegible para montar hasta que un proveedor médico calificado con conocimientos en el manejo de conmociones cerebrales y familiarizado con las habilidades necesarias para realizar el trabajo de un jinete proporcione una autorización por escrito para que el jinete regrese a montar.

- La autorización por escrito debe presentarse al equipo médico del hipódromo, a los comisarios y al secretario de básculas.
  - » La autorización por escrito debe cargarse en la plataforma HEADCHECK como una nota de "autorización para montar".
  - » La adición de una nota de "autorización para montar" actualizará el estado de salud del jinete a "elegible" (si se han cumplido todos los requisitos, de lo contrario, el estado de salud se actualizará a "requisitos faltantes").

- El jinete debe reunirse con el equipo médico del hipódromo para una evaluación de seguimiento, una vez al día, antes de montar, durante un período determinado por el equipo médico del hipódromo.
  - » Si está autorizado, el profesional médico puede ver el historial de conmociones cerebrales del jinete (conmociones cerebrales previas, prueba de referencia, evaluación inicial posterior a la lesión, etc.) en HEADCHECK para comparar las puntuaciones de los síntomas.
  - » Esta evaluación de seguimiento debe ser informada al equipo médico en el hipódromo donde el jinete sufrió la lesión y en la plataforma HEADCHECK, incluyendo una evaluación de síntomas como mínimo.

Equipo Médico Conirma Conmoción Cerebral

Cualquier jinete con una **conmoción cerebral confirmada** según lo determine el equipo médico del Hipódromo no será elegible para montar el resto de ese día y será transferido al departamento de emergencias de un hospital.

- El equipo médico del hipódromo notificará al secretario de básculas y a los comisarios que el jinete no es elegible para montar hasta que un proveedor médico calificado con conocimientos en el manejo de conmociones cerebrales y familiarizado con las habilidades necesarias para realizar el trabajo de un jinete proporcione una autorización por escrito para que el jinete regrese a montar.

- La autorización por escrito debe presentarse al equipo médico del hipódromo, a los comisarios y al secretario de la báscula.
  - » La autorización por escrito debe cargarse en la plataforma HEADCHECK como una nota de "autorización para montar".
  - » La adición de una nota de "autorización para montar" actualizará el estado de salud del jinete a "elegible" (si se han cumplido todos los requisitos, de lo contrario, el estado de salud se actualizará a "requisitos faltantes").

- El jinete debe reunirse con el equipo médico del hipódromo para una evaluación de seguimiento, una vez al día, antes de montar, durante un período determinado por el equipo médico del hipódromo.
  - » Si está autorizado, el profesional médico puede ver el historial de conmociones cerebrales del jinete (conmociones cerebrales previas, prueba de referencia, evaluación inicial posterior a la lesión, etc.) en HEADCHECK para comparar las puntuaciones de los síntomas.
  - » Esta evaluación de seguimiento debe ser informada al equipo médico en el hipódromo donde el jinete sufrió la lesión y en la plataforma HEADCHECK, incluyendo una evaluación de síntomas como mínimo.

Plan de Atención para un Jinete Diagnosticado con una Conmoción Cerebral

Jinetes con sospecha de conmoción cerebral:

- no se debe dejar solo,
- deben involucrar a sus familiares y amigos y educarlos sobre las conmociones cerebrales, cómo cuidar y reconocer los síntomas y reportar el empeoramiento de las condiciones a los médicos profesionales.

Descanso Físico y Cognitivo

El reposo físico y el descanso cognitivo relativo durante unos días suelen dar lugar a una reducción de los síntomas.

La fase inicial de la recuperación es especialmente importante. Volver a una actividad física exigente, como las carreras de caballos, demasiado pronto después de una conmoción cerebral puede provocar un daño cerebral acumulativo que aumenta el riesgo de pérdida permanente de las funciones físicas o cognitivas.

En la mayoría de los casos, se permite un aumento gradual en el nivel de actividad diaria si los síntomas no empeoran.

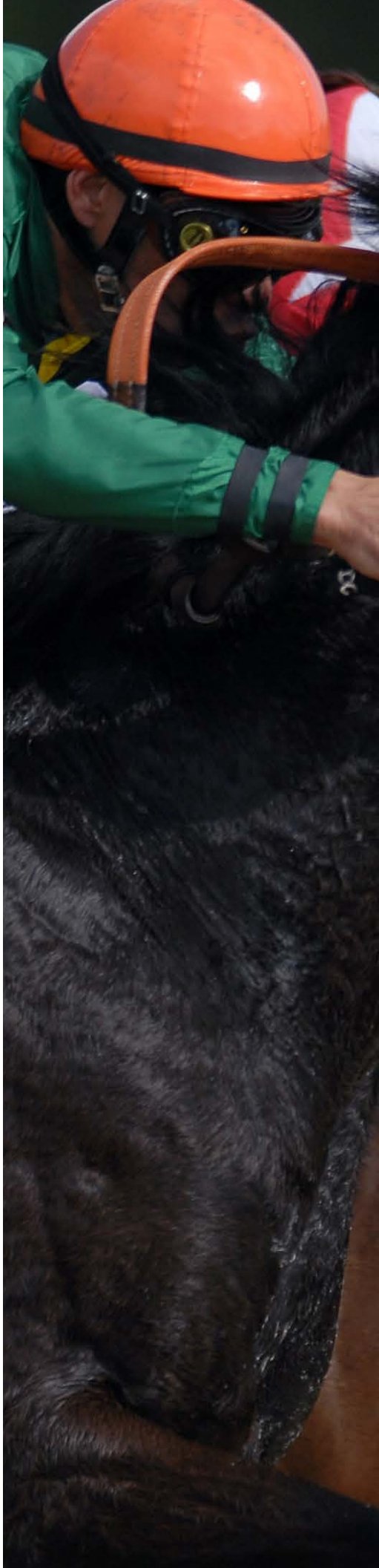
Programa de Ejercicios Progresivos

Una vez que se puedan realizar las actividades diarias habituales sin que los síntomas relacionados con la conmoción cerebral regresen, puede ser apropiado un programa de ejercicio progresivo administrado médicamente y supervisado por un proveedor de atención médica. Si los síntomas regresan, se debe reanudar el descanso físico y cognitivo relativo hasta que los síntomas relacionados con la conmoción cerebral se hayan resuelto. Una vez que se resuelven los síntomas, se inicia un programa de ejercicio progresivo para reacondicionar al jinete para las vigorosas demandas de las carreras de caballos.

Al volver a montar, un jinete, como todos los atletas, debe seguir una progresión específica de deporte de ejercicio graduada y administrada médicamente, con cantidades crecientes de ejercicio supervisadas por un proveedor de atención médica. ***Véase en el apéndice B un ejemplo de uno de esos programas.***

Información General

- El Protocolo Nacional de Conmociones Cerebrales para Jinetes de HISA está disponible en el sitio web de HISA, www.HISAus.org.
- Se recomienda a los hipódromos cubiertos que utilicen el Protocolo Nacional de Conmociones Cerebrales para Jinetes de HISA que coloquen una copia impresa del mismo en un lugar destacado en los cuartos de los jinetes.
- Los jinetes son responsables de familiarizarse con este Protocolo Nacional de Conmoción Cerebral de HISA para Jinetes.
- Los jinetes deben reconocer anualmente que han leído el Protocolo Nacional de Conmociones Cerebrales de HISA en el portal de HISA, antes de participar en cualquier carrera que se celebre en un hipódromo cubierto. Los jinetes serán notificados a través del portal de HISA cada vez que se actualice el Protocolo.
- Los jinetes deben completar una prueba de conmoción cerebral de referencia anualmente, utilizando una herramienta de evaluación de conmoción cerebral (preferiblemente SCAT6) antes de que se les permita competir.
- Los jinetes deben reportar todas las lesiones y cualquier signo o síntoma de una conmoción cerebral inmediatamente al equipo médico del hipódromo.



Apéndice A- Herramienta de reconocimiento de conmociones cerebrales.

CRT6™

Concussion Recognition Tool

To Help Identify Concussion in Children, Adolescents and Adults

What is the Concussion Recognition Tool?

A concussion is a brain injury. The Concussion Recognition Tool 6 (CRT6) is to be used by non-medically trained individuals for the identification and immediate management of suspected concussion. It is not designed to diagnose concussion.

Recognise and Remove

Red Flags: CALL AN AMBULANCE

If **ANY** of the following signs are observed or complaints are reported after an impact to the head or body the athlete should be immediately removed from play/game/activity and transported for urgent medical care by a healthcare professional (HCP):

- **Neck pain or tenderness**
- **Seizure, 'fits', or convulsion**
- **Loss of vision or double vision**
- **Loss of consciousness**
- **Increased confusion or deteriorating conscious state (becoming less responsive, drowsy)**
- **Weakness or numbness/tingling in more than one arm or leg**
- **Repeated Vomiting**
- **Severe or increasing headache**
- **Increasingly restless, agitated or combative**
- **Visible deformity of the skull**

Remember

- In all cases, the basic principles of first aid should be followed: assess danger at the scene, check airway, breathing, circulation; look for reduced awareness of surroundings or slowness or difficulty answering questions.
- Do not attempt to move the athlete (other than required for airway support) unless trained to do so.
- Do not remove helmet (if present) or other equipment.
- Assume a possible spinal cord injury in all cases of head injury.
- Athletes with known physical or developmental disabilities should have a lower threshold for removal from play.

This tool may be freely copied in its current form for distribution to individuals, teams, groups, and organizations. Any alteration (including translations and digital re-formatting), re-branding, or sale for commercial gain is not permissible without the expressed written consent of BMJ.

If there are no Red Flags, identification of possible concussion should proceed as follows:

Concussion should be suspected after an impact to the head or body when the athlete seems different than usual. Such changes include the presence of **any one or more** of the following: visible clues of concussion, signs and symptoms (such as headache or unsteadiness), impaired brain function (e.g. confusion), or unusual behaviour.

Developed by: The Concussion in Sport Group (CISG)

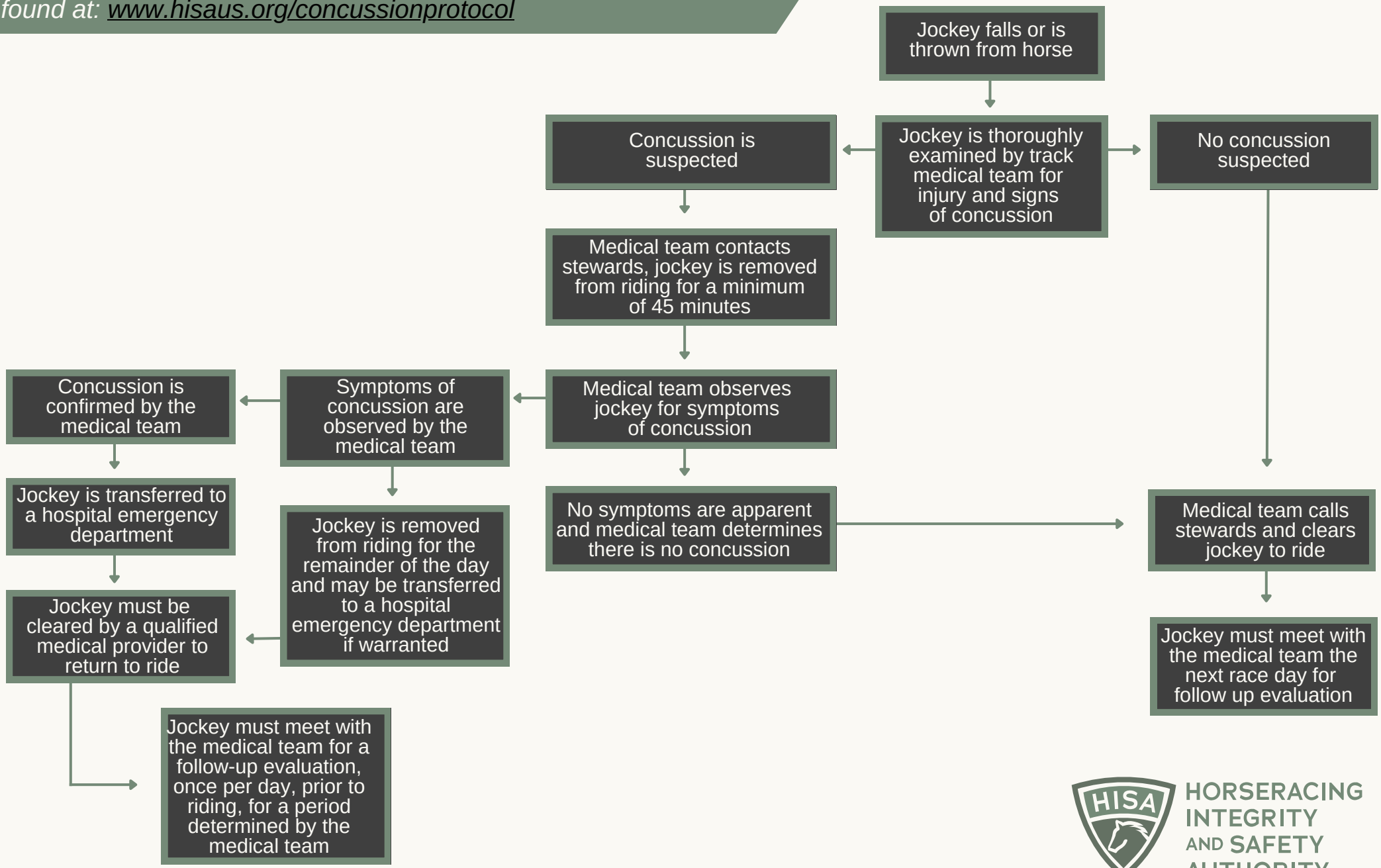
Supported by:

International Olympic Committee · FEI · FIA · FIFA · IIHF · World Rugby

Apéndice B – Ejemplo de herramientas de comunicación para regresar a montar.

Jockey Concussion Protocol

This chart summarizes the HISA National Concussion Protocol but is not a substitute for the protocol itself. Complete requirements can be found at: www.hisaus.org/concussionprotocol

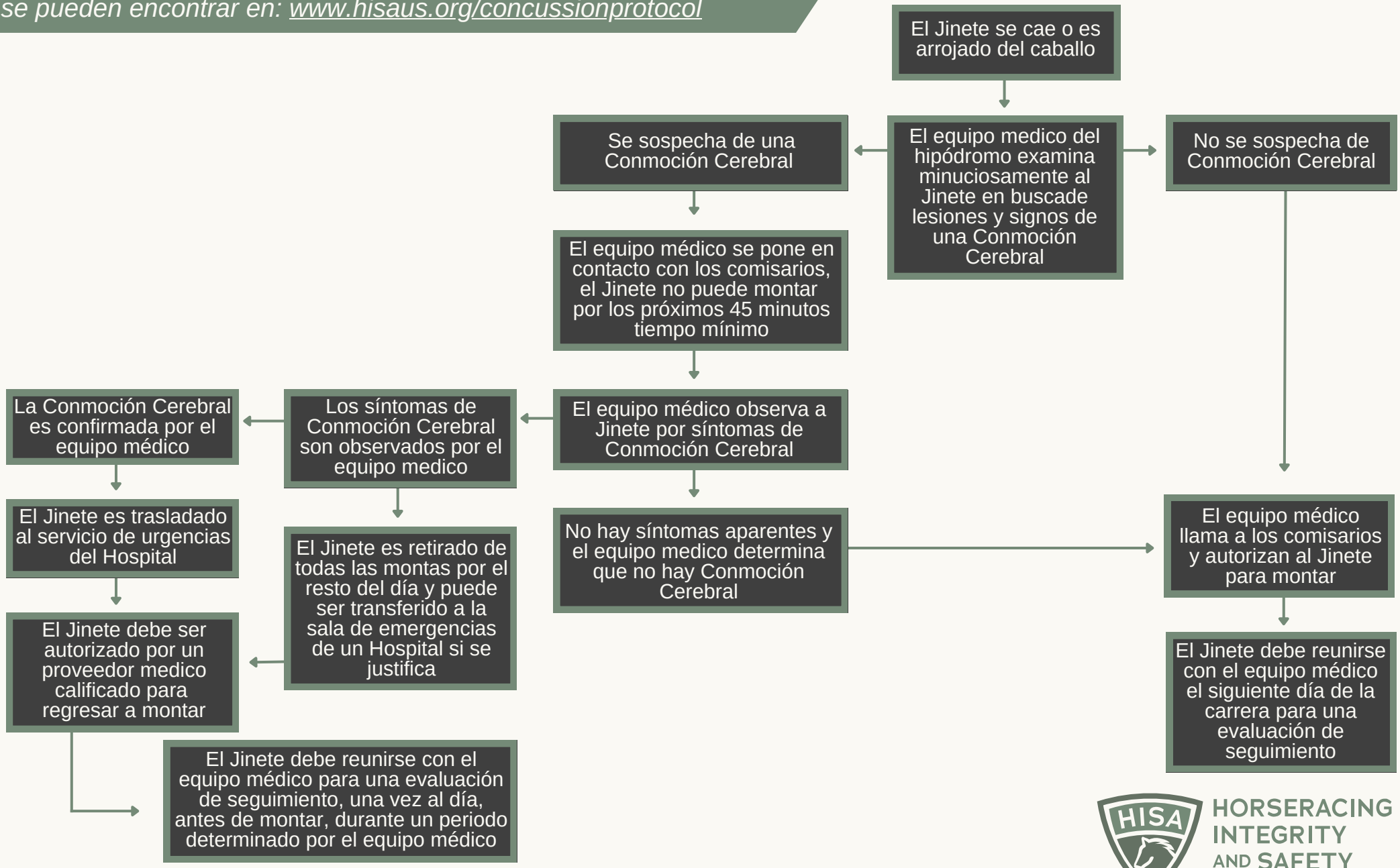


HISA HORSERACING INTEGRITY AND SAFETY AUTHORITY

Track medical teams must document all evaluations in the HEADCHECK digital concussion platform.

Protocolo de Conmoción Cerebral del Jinete

Esta tabla resume el Protocolo Nacional de Conmoción Cerebral de HISA, pero no sustituye el protocolo en sí. Los requisitos completos se pueden encontrar en: www.hisaus.org/concussionprotocol



El equipo médico de seguimiento del Hipódromo debe de documentar todas las evaluaciones en la plataforma digital de Conmociones Cerebrales de HEADCHECK

HISA HORSERACING INTEGRITY AND SAFETY AUTHORITY

Agenda Item 3

STAFF ANALYSIS
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 DECEMBER 6, 2023 THROUGH DECEMBER 19, 2023, INCLUSIVE.

Regular Board Meeting
November 16, 2023

Application: Los Alamitos Racing Association at Los Alamitos Race Course

Breeds: Thoroughbred

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

December 2023						
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 Park fire clearance valid through 12/10/23; San Luis Rey Downs valid through 08/07/24. 45-day exemption to Rule 1927 received 09/29/23.	Rule 1420(g)
Stabling and Vanning Agreement	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Southern California Stabling and Vanning Agreement valid through 12/31/23.	BPC 19607.1
Fire Clearance	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Fire clearance valid through 03/22/24; 45-day exemption to Rule 1927 received 09/11/23.	Rule 1927
Backstretch Inspection	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Inspection has been requested and will be completed prior to start of race meet.	Rule 2102
Track Safety Inspection	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Track safety inspection completed 11/06/2023.	Rule 1471(g)

Inclement Weather Plan	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Consistent with CHRB guidelines – received 09/11/23.	Rule 1432
Workers' Compensation Insurance	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Acord Insurance. Valid 01/01/23 through 01/01/24.	Rule 1501
Horsemen's Race Meet Agreements	☒ Accepted ☐ Follow Up Required ☐ Outstanding	**Thoroughbred Owners of California** – received 11/02/23. **California Thoroughbred Trainers Association** – received 09/11/23.	Rule 2044
CHRB Policies	☒ Accepted ☐ Follow Up Required ☐ Outstanding	**Inclement Weather Policy** – received 09/11/23. **Concussion Protocol Policy** – received 09/29/23. **Track Emergency Procedures** – received 09/11/23.	
Wagering Information	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 41-49	BPC 19599
Emergency and Security	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 61-94	BPC 19481.3
Veterinary Services	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 46-47	Rule 1481 Rule 1840 Rule 1841
ADW Providers and Horsemen's Approvals	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 49-59	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	Rule 1439 Rule 1470 Rule 2046 Rule 1481 BPC 19490 Rule 1433 Rule 1437

RECOMMENDATION: Staff recommends approval; application satisfactorily meets requirements for licensure.

4961 Katella Avenue, Los Alamitos, CA 90720

LOS ALAMITOS
RACING ASSOCIATION
Thoroughbred Racing at Los Alamitos Race Course

714-820-2800 • www.losalamitos.com

September 5, 2023

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

Dear Scott:

During its 2023 Race Meets, Los Alamitos Racing Association hereby agrees to adhere to the CHRB Track Veterinarian Emergency Procedure protocols, as posted on the CHRB Website.

Very truly yours,
Los Alamitos Racing Association

By _____
Jack Liebau, Vice President

September 5, 2023
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, California 95825

Attn: Scott Chaney
Executive Director

Re: CHRB Inclement Weather Policy

Commissioners:

During the 2023 Los Alamitos Racing Association Meet from December 6, 2023, through December 19, 2023, the Los Alamitos Racing Association hereby agrees to adopt and abide by the CHRB Inclement Weather Policy posted on the CHRB website.

Respectfully submitted
By Los Alamitos Racing Association, Manager

By _____
Jack Liebau, Vice President

Los Alamitos Racing Association
4961 Katella Avenue
Cypress, CA 90720

September 22, 2023

California Horse Racing Board
1010 Hurley Way Ste. 300,
Sacramento, CA 95825
Attn: Scott Chaney

Board Members:

Los Alamitos Racing Association ("the Association") is aware of the "Concussion Management and Return to Ride Guidelines" that appears on the CHRB website. The Association hereby agrees to abide by and adopt such protocol throughout its upcoming 2023 Meet, December 6, 2023, through December 19, 2023.

Respectfully submitted
Los Alamitos Racing Association, Manager

By _____
Jack Liebau, Vice President

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: F. Jack Liebau, c/o Los Alamitos Race Course, 4961 Katella Avenue, Los Alamitos, CA 90720 Telephone (714) 820-2800, Fax (714) 820-2743

B. Breed of horse: Thoroughbred ☒ Quarter Horse ☐ Harness ☐

C. Racetrack name: Los Alamitos Race Course

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

E. Was the association licensed to operate a race meeting prior to January 1, 2001?
Yes ☐ No ☒
If no, attach a surety bond in the amount of one hundred thousand dollars.

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

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

2. DATES OF RACE MEETING

A. Inclusive dates allocated for the entire meeting: December 6th through December 19th, 2023

B. Actual dates racing will be held: 12/8, 12/9, 12/10, 12/15*, 12/16, 12/17

C. Total number of days or nights of racing: Six, provided that there are sufficient entries to fill a card on *Friday, 12/15.

D. Days or nights of the week races will be held: Friday, Saturday, Sunday
Wednesday – Sunday ☐ Tuesday – Saturday ☐ Other (specify) ☒

E. Number of days or nights of racing per week: Three

CHRB CERTIFICATION

Application received: 09/11/2023
Deposit received: On-File
Reviewed: YG

Hearing date: 11/16/2023
Approved date:
License number:

3. RACING PROGRAM

A. Total number of races: 52

B. Number of races for each day or night: 8 races on Fridays, 9 on Saturdays and 9 on Sundays

C. Total number of stakes races: Four

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). No changes

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. No changes

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. 1st race-12:30 pm, 2nd race-1:00 pm, 3rd race-1:30 pm, 4th race-2:00 pm, 5th race-2:30 pm, 6th race-3:00 pm, 7th race-3:30 pm, 8th race-4:00 pm, 9th race-4:30 pm

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

4. RACING ASSOCIATION

A. Association is a: ☒ Corporation (complete subsection C)
☐ LLC (complete subsection D)
☐ Other (specify, and complete subsection E)

B. Complete the applicable subsection and attached Addendum, Background Information and Ownership.

C. CORPORATION

LOS ALAMITOS RACE COURSE
STAKES SCHEDULE

Closing Thursday, August 31, 2023

Saturday, December 9, 2023 — $300,000 Guaranteed

The Starlet - Grade I
For Fillies Two Year Olds
One Mile And One Sixteenth

Closing Thursday, November 30, 2023

Sunday, December 10, 2023 — $100,000 Guaranteed

Soviet Problem Stakes
California Bred OR California Sired
For Fillies Two Year Olds
One Mile

Closing Thursday, August 31, 2023

Saturday, December 16, 2023 — $200,000 Guaranteed

Los Alamitos Futurity - Grade II
For Two Year Olds
One Mile And One Sixteenth

Closing Thursday, December 7, 2023

Sunday, December 17, 2023 — $100,000 Guaranteed

King Glorious Stakes
California Bred OR California Sired
For Two Year Olds
One Mile

LOS ALAMITOS RACE COURSE
STAKES SCHEDULE

Closing Friday, August 26, 2022

Saturday, December 10, 2022 — $300,000 Guaranteed

The Starlet - Grade I
For Fillies Two Year Olds
One Mile And One Sixteenth

Closing Thursday, December 1, 2022

Sunday, December 11, 2022 — $100,000 Guaranteed

Soviet Problem Stakes
California Bred OR California Sired
For Fillies Two Year Olds
One Mile

Closing Friday, August 26, 2022

Saturday, December 17, 2022 — $200,000 Guaranteed

Los Alamitos Futurity - Grade II
For Two Year Olds
One Mile And One Sixteenth

Closing Thursday, December 8, 2022

Sunday, December 18, 2022 — $100,000 Guaranteed

King Glorious Stakes
California Bred OR California Sired
For Two Year Olds
One Mile

LOS ALAMITOS RACE COURSE
STAKES SCHEDULE

Closing Thursday, August 26, 2021

Saturday, December 4, 2021 — $300,000 Guaranteed

The Starlet - Grade I
For Fillies Two Year Olds
One Mile And One Sixteenth

Closing Saturday, November 27, 2021

Sunday, December 5, 2021 — $100,000 Guaranteed

Bayakoa Stakes - Grade III
For Fillies And Mares Three Year Olds and Upward
One Mile And One Sixteenth

Closing Saturday, December 4, 2021

Friday, December 10, 2021 — $100,000 Guaranteed

Soviet Problem Stakes
For Fillies Two Year Olds
One Mile

Closing Thursday, August 26, 2021

Saturday, December 11, 2021 — $300,000 Guaranteed

Los Alamitos Futurity - Grade II
For Two Year Olds
One Mile And One Sixteenth

Closing Saturday, December 4, 2021

Sunday, December 12, 2021 — $100,000 Guaranteed

King Glorious Stakes
For Two Year Olds
One Mile

LOS ALAMITOS RACE COURSE
STAKES SCHEDULE

Closing Thursday, August 27, 2020

Saturday, December 5, 2020 — $300,000 Guaranteed

The Starlet - Grade I
For Fillies Two Year Olds
One Mile And One Sixteenth

Closing Saturday, November 28, 2020

Sunday, December 6, 2020 — $100,000 Guaranteed

Bayakoa Stakes - Grade III
For Fillies And Mares Three Year Olds and Upward
One Mile And One Sixteenth

Closing Saturday, December 5, 2020

Saturday, December 12, 2020 — $100,000 Guaranteed

Soviet Problem Stakes
For Fillies Two Year Olds
One Mile

Closing Thursday, August 27, 2020

Saturday, December 19, 2020 — $200,000 Guaranteed

Los Alamitos Futurity - Grade II
For Two Year Olds
One Mile And One Sixteenth

Closing Saturday, December 12, 2020

Sunday, December 20, 2020 — $100,000 Guaranteed

King Glorious Stakes
For Two Year Olds
One Mile

Revised	
CONDITION	New Purses
MDN CLM 20,000	$ 20,000.00
MDN CLM 30,000	$ 23,000.00
MDN CLM 40,000	$ 26,000.00
MDN CLM 50,000	$ 29,000.00
MDN CLM 75,000	$ 32,000.00
MDN ALW	$ 45,000.00
CLM 6,250	$ 15,000.00
CLM 6,250 CLAUSE	$ 14,000.00
CLM 8,000	$ 16,000.00
CLM 8,000 CLAUSE	$ 15,000.00
CLM 10,000	$ 21,000.00
CLM 10,000 CLAUSE	$ 20,000.00
CLM 12,500	$ 24,000.00
CLM 12,500 CLAUSE	$ 23,000.00
CLM 16,000	$ 26,000.00
CLM 16,000 CLAUSE	$ 25,000.00
CLM 20,000	$ 29,000.00
CLM 20,000 CLAUSE	$ 28,000.00
CLM 25,000	$ 30,000.00
*CLM 25,000 CLAUSE	$ 29,000.00
CLM 32,000	$ 33,000.00
*CLM 32,000 CLAUSE	$ 32,000.00
CLM 40,000	$ 35,000.00
CLM 50,000	$ 36,000.00
STR ALW 6,250	$ 16,000.00
STR ALW 8,000	$ 17,000.00
STR ALW 12,500	$ 21,000.00
STR ALW 16,000	$ 22,000.00
STR ALW 20,000	$ 22,000.00
STR ALW 25,000	$ 28,000.00
STR ALW 30,000	$ 29,000.00
STR ALW 40,000	$ 32,000.00
STR ALW 50,000	$ 33,000.00
ALW OPT-CLM 20,000	$ 47,000.00
ALW OPT-CLM 40,000	$ 47,000.00
ALW	$ 47,000.00
OVERNIGHT HANDICAP	$ 75,000.00
STAKES	$ 100,000.00

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

1. Registered name of the corporation: Los Alamitos Racing Association
2. State where incorporated: California
3. Registry or file number for the corporation: C1650097
4. Names of all officers and directors, titles, and the number of shares of the corporation held by each: Dr. Edward Allred-President & Director, 100%; Richard English-CFO; Tom Seibly-Director; Don Valpredo-Director; Frank Sherren-Director; Cathy Monji-Director & Secretary; Jack Liebau-Director
5. Names (true names) of all persons, other than the officers and directors listed above, that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each: None
6. Number of outstanding shares in the corporation: 2,000
7. Are the shares listed for public trading? Yes ☐ No ☒
   If yes, on which exchange and how is the stock listed?
8. Name of the custodian of the list of shareholders and/or the transfer agent for the share holdings of the corporation: n/a
9. If more than 50% of the shares are held by a parent corporation or are paired with any other corporation or entity, give the name of the parent and/or paired corporation or entity. n/a
   a. Is parent and/or paired corporation or entity a publicly traded or privately held company that guarantees the obligation of the applicant? Yes ☐ No☒
      If no, proceed to section F. If yes, answer questions 10 through 17, below.
10. Registered name of the corporation:
11. State where incorporated:
12. Registry or file number for the corporation:
13. Names of all officers and directors, titles, and the number of shares of the corporation held by each:
14. Names (true names) of all persons, other than the officers and directors listed above, that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each:
15. Number of outstanding shares in the corporation:
16. Are the shares listed for public trading? Yes ☐ No ☐
    If yes, on which exchange and how is the stock listed?
17. Name of the custodian of the list of shareholders and/or the transfer agent for the share holdings of the corporation:

D. LLC

1. Registered name of the LLC:
2. State where articles of organization are filed:
3. Registry or file number for the LLC:
4. Attach a list of the names of all members (including individuals (true names), corporations, other LLCs, and foreign entities), titles, and the number of shares of the LLC held by each.
5. Are the shares listed for public trading? Yes ☐ No ☐
   If yes, on which exchange and how the stock is listed?
6. If more than 50% of the shares are held by a parent corporation or are paired with any other corporation or entity, give the name of the parent and/or paired corporation or entity.

   a. Is parent and/or paired entity either a publicly traded or privately held company that guarantees the obligation of the applicant? Yes ☐ No ☐
      If no, proceed to section F. If yes, answer questions 7 through 12, below.

7. Registered name of the LLC/Corporation:
8. State where articles of organization are filed:
9. Registry or file number for the LLC:
10. Attach a list of the names (true names) of all members (members may include individuals, corporations, other LLCs, and foreign entities), titles, and the number of shares of the LLC held by each.
11. Are the shares listed for public trading? Yes ☐ No ☐
12. If yes, on what exchange and how the stock is listed:

E. OTHER

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

F. FINANCIAL INFORMATION *

1. Attach the most recent audited annual financial statement or financial report for the applicant. The financial statement or financial report shall include all relevant financial information specific to the applicant, including the following:

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

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

G. MANAGEMENT AND STAFF

1. Name and title of the managing officer and or/general manager of the association and the name and title of all department managers and staff, other than those listed in 13B, who will be listed in the official program: Edward Allred-President & CEO; Jack Liebau-Vice President; Richard English-CFO; Orlando Guiterrez-Director of Publicity & Marketing; Frank Sherren-Plant Superintendent; Rick Hughes-Track Superintendent; Dennis Moore-Track Consultant; John Ferrero-Director of Mutuels; Michael Wrona-Track Announcer; Cathy Monji-Director of Security; Robert Hurd-Director of Operations
2. Name and title of the person(s) authorized to receive notices on behalf of the association and the mailing and email address of such person(s): Jack Liebau, 4961 Katella Avenue, Los Alamitos, CA 90720; jackliebau@yahoo.com

5. TAKE OUT PERCENTAGE

A. If this is a Thoroughbred race meeting, will the percentage deducted for any type of wager be adjusted pursuant to Business and Professions Code section 19601.01?
Yes ☒ No ☐
If no, proceed to subsection 6. If yes, identify the wager and the proposed takeout percentage.
Wager(s) to be adjusted: Pick 5, Daily Double
Proposed percentage: Pick 5 - 14 %, Daily Double - 20 %

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
2022-6 cards	39,871,427	27,300
2021-7 cards	48,083,735	31,628
2020-Covid-did not race	0	0
2019-7 cards	43,864,760	44,123
2018-8 cards	50,082,474	45,444

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

A. Purse distribution:

1. All races other than stakes:
Current meet estimate: 1.467,000
Prior meet actual: 1,499,320

Average Daily Purse (7A1 ÷ number of days):
Current meet estimate: 244,500
Prior meet actual: 249,887

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

Los Alamitos Racing Association

4961 Katella Avenue
Cypress, CA 90720

September 5, 2023

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

Dear Mr. Chaney:

Pursuant to California Business and Professions Code Section 19601.1, Los Alamitos Racing Association, after consultation with the Thoroughbred Owners of California, is hereby requesting takeout, as set forth below, to be offered during the Los Alamitos Racing Association 2023 Meet, December 6, 2023, through December 19, 2023.

- Rolling Daily Doubles beginning with Race 1 are subject to a 20% takeout rate.
- Players Pick 5 – A $0.50 minimum wager on the first five (5) races on each day's card subject to a takeout rate of 14%

Respectfully submitted
Los Alamitos Racing Association, Manager

By _____
Jack Liebau, Vice President

TOC
Thoroughbred Owners of California
Serving the California Thoroughbred Racehorse Owner

August 23, 2023

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

RE: Los Alamitos Winter 2023 Race Meet Wager Approvals

Dear Scott,

Los Alamitos has contacted the Thoroughbred Owners of California (TOC) regarding the conducting of the following wagers on each racing day of its race meet beginning December 6, 2023 through December 19, 2023.

- **$2 Rolling Doubles** wagers subject to a 20% takeout
- **Players Pick-5** (50¢ minimum wager) on the first five (5) races of the day subject to a 14% takeout

The TOC agrees to all wagers listed above.

Please contact me with any questions.

Sincerely,

Jordyn Egan

Jordyn Egan
Executive Director

cc: Jack Liebau
Cathy Monji

285 W. HUNTINGTON DR., ARCADIA, CA 91007 (626) 574-6620

PRESIDENT & CEO: WILLIAM A. NADER
EXECUTIVE DIRECTOR: JORDYN EGAN
DIRECTOR OF RESESARCH & ANALYTICS: JOE HASSON
NORCAL DIRECTOR OF OPERATIONS: WAYNE ATWELL
SOCAL DIRECTOR OF OPERATIONS & MEMBER SERVICES: ELSA PERON

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

3. Non-overnight stakes:
Current meet estimate: 537,000
Prior meet actual: 512,900

Average Daily Purse (7A3 ÷ number of days):
Current meet estimate: 89,500
Prior meet actual: 85,483

4. Total Purses: (7A1 + 7A2 + 7A3)
Current meet estimate: 2,004,000
Prior meet actual: 2,012,220

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: 25.9%
Prior meet actual: 26.7%

Average Daily Purse (7B1 ÷ number of days):
Current meet estimate: 4.31%
Prior meet actual: 4.45%

C. Funds to be generated for all California-bred incentive awards (including breeder awards and owners' premiums):
Current meet estimate: 147,785
Prior meet actual: 155,527

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:	
NTRA	1,864		2,477
TOC	13,444		14,257
CTT	20,166		21,386
Total:	35,474	Total:	38,120

E. Amount from all sources to be distributed in the form of purses or other benefits to horsemen (7A + 7C + 7D):
Current meet estimate: 2,187,259
Prior meet actual: 2,205,867

Average Daily Purse (7E ÷ number of days):
Current meet estimate: 364,543
Prior meet actual: 367,645

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: 1,098,189
Prior meet actual: 1,164,144

Average Daily Purse (7F ÷ number of days):
Current meet estimate: 183,032
Prior meet actual: 194,024

G. Purse funds to be generated from interstate handle:
Current meet estimate: 401,432
Prior meet actual: 423,916

Average Daily Purse (7G ÷ number of days):
Current meet estimate: 66,905
Prior meet actual: 70,653

H. Bank and account number for the Paymaster of Purses' purse account: BMO Bank N.A., 4400 MacArthur Blvd., Newport Beach, CA 92660. Account number 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, Suite 110, Rancho Cucamonga, CA 91730; craigbmiller@verizon.net; (909) 944-6465.

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

8. STABLE ACCOMMODATIONS

A. Number of usable stalls available for racehorses at the track where the meeting is held: 850

B. Minimum number of stalls believed necessary for the meeting: 2,500

C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers: 2,300. Stabling Agreement is on file with CHRB

D. Name and location of each off-site auxiliary stabling area and the number of stalls to be

maintained at each site: Santa Anita-1,900; San Luis Rey Downs-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): n/a

G. State estimated cost to provide off-site stalls for this meeting. Show cost per day per stall. $15.41 per day per stall.

H. State estimated cost to provide vanning from off-site stalls for this meeting. Show fees to be paid for vanning per-horse. Santa Anita roundtrip-$167.50; San Luis Rey Downs roundtrip-$300

9. EQUINE EMERGENCY SERVICES

A. Name and emergency telephone number of the racing veterinarian on-site during training hours, workouts, and racing for the association and auxiliary sites: There is a rotation of private veterinarians on site at Los Alamitos and at all auxiliary training sites during all training hours. The track veterinarian is Dr. Dana Stead (970) 310-1449. In the morning, the track veterinarian prechecks fifty percent of the horses entered on a particular day. Thereafter, he observes horses when they are in the paddock, views them during the post parade, accompanies them in the starting gate and follows them during the race. Dr. Grande inspects the other fifty percent of the horses entered on a particular day. During the afternoon, Dr. Grande serves as the CHRB veterinarian and he is employed by the CHRB.

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

10. PARI-MUTUEL WAGERING PROGRAM

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

Use DD for daily double, E for exacta (special quinella), PK3 for pick three, PK4 for 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 listing	See attached listing
Race #2		
Race #3		

Veterinarians Available for Emergency Services

Vet	Phone	Name of Practice
Los Alamitos:		
Bradley, Sam	310-339-7666	Baker
Hargrove, Nicola	310-617-6727	
Lorbieki, Jocelyn	949-939-3547	Los Alamitos
Moser, Bryn	951-279-5070	Los Alamitos
Overly, Rick	714-270-9425	Equine Sports Med
Pattio, Nolton	626-759-2380	
Sapp, Kelsey	210-602-1004	Los Alamitos
Schmidt, Stephanie	561-425-5401	Equine Sports Med
Stead, Dana	970-310-4449	Los Alamitos
Troncatty, Ashley	818-414-2040	Equine Sports Med
Warren, Herb	714-397-4206	
Yacoub, Anita	951-206-7496	Equine Sports Med
San Luis Rey Downs (off-track training)		
Jenkins, Chuck	970-217-8132	Magrini
Manno, Mike	619-871-4541	San Dieguito Equine
Magrini, Ron	760-880-1925	Magrini
Porubovich, Lindsay	602-290-0623	Magrini
Robinson, Brett	818-679-1114	San Dieguito Equine
Santa Anita (off-track training)		
Anderson, Elizabeth	626-808-2508	Golden State Equine
Araujo, John	626-893-7612	Solo
Baker, Vince	714-269-1301	Baker
Birch, Sarah	614-783-1237	Dowd
Blue, Melinda	626-233-9922	Blue
Bohannon, Laurie	916-202-7052	LATC
Bradley, Sam	310-339-7666	Baker
Buerchler, Sabina	626-536-8080	Solo
Byrd, Wade	310-245-7000	Baker
Canfield, Cathy	626-372-4571	Baker
Carpenter, Ryan	805-320-4811	Baker
Deluhery, Jay	707-339-6347	LATC
Dowd, Joe	818-400-7498	Dowd
Finley, Jenn	626-422-6412	Von Bleucher
Grande, Tim	626-476-8743	LATC/CHRB
Macfoos, Jesse	618-927-0908	Blue/Von Bleucher
Siem, Amy	626-249-5905	Siem
Stead, Dana	970-310-4449	Latc
Valko, Karen	951-317-7935	Steppe Equine
Von Bluecher, Helmuth	626-862-6147	Von Bleucher

Los Alamitos Racing Association - December 2023 Attachment

10. PARI-MUTUEL WAGERING PROGRAM

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

TYPE OF WAGERS	APPLICABLE RULES
Race #1 $1E, $1TRI, $2DD, $1PK3, $0.50 PNP5, $.10 SF	CHRB #1959, 1979, 1957, 1977, 1976.9, 1979.1
Race #2 $1E, $1TRI, $2DD, $1PK3, $1PK4, $.10 SF	CHRB #1959, 1979, 1957, 1977, 1976.9, 1979.1
Race #3 $1E, $1TRI, $2DD, $1PK3, $2PNP6, $.10 SF	CHRB #1959, 1979, 1957, 1977, 1976.9, 1979.1
Race #4 $1E, $1TRI, $2DD, $1PK3, $2PNP6 $.10 SF	CHRB #1959, 1979, 1957, 1977, 1976.9, 1979.1
Race #5 $1E, $1TRI, $2DD, $1PK3, $1PK4 $.10 SF	CHRB #1959, 1979, 1957, 1977, 1976.9, 1979.1
Race #6 $1E, $1TRI, $2DD, $1PK3, $1PK4, $.10 SF	CHRB #1959, 1979, 1957, 1977, 1976.9, 1979.1
Race #7 $1E, $1TRI, $2DD, $1PK3, $.10 SF	CHRB #1959, 1979, 1957, 1977, 1979.1
Race #8 $1E, $1TRI, $2DD, $1PK3, $.10 SF	CHRB #1959, 1979, 1957, 1977, 1979.1
Race #9 $1E, $1TRI, $2DD, $1PK3, $.10 SF, $1Super H5	CHRB #1959, 1979, 1957, 1977, 1979.1, ARCI #004-105(X)(4), Option #3

$2 Daily Double placement will depend on the number of races

$1 Trifecta wagering on all eligible races (CHRB 1979)

$0.10 Superfecta wagering on all eligible races (CHRB 1979.1)

$2 PNP6 last six races 70% carryover, 30% minor. Alternate runner provision (CHRB 1976.9)

$1 PK4 on the second race through fifth race and the last four races. Alternate runner provision (CHRB 1976.9)

$0.50 PNP5 on the first five races, 14% takeout, one tier payoff, 100% carryover. Alternate runner provision (CHRB 1976.9)

$1 Super High 5 on the last race of the day, requires selection of the first five finishers in the same race, 100% payout on all tickets with five winners. No consolation. 100% carryover if no ticket has five winners. ARCI #004-105(X)(4), Option #3

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

TAKEOUT PERCENTAGE
(Example) PNP5-14%

Race #1 E - 22.68%, TRI – 23.68%, DD - 20%, PK3 – 23.68%, PNP5 - 14%, SF – 23.68%

Race #2 E – 22.68%, TRI – 23.68%, DD - 20%, PK3 – 23.68%, PK4 – 23.68% SF – 23.68%

Race #3 E – 22.68%, TRI – 23.68%, DD - 20%, PK3 – 23.68%, PNP6 – 23.68%, SF – 23.68%

Race #4 E – 22.68%, TRI – 23.68%, DD - 20%, PK3 – 23.68%, PNP6 – 23.68%, SF – 23.68%

Race #5 E – 22.68%, TRI – 23.68%, DD - 20%, PK3 – 23.68%, PK4 – 23.68%, SF – 23.68%

Race #6 E - 22.68%, TRI – 23.68%, DD - 20%, PK3 – 23.68%, PK4 – 23.68%, SF – 23.68%

Race #7 E – 22.68%, TRI – 23.68%, DD - 20%, PK3 – 23.68%, SF – 23.68%

Race #8 E – 22.68%, TRI – 23.68%, DD - 20%, PK3 – 23.68%, SF – 23.68%

Race #9 E – 22.68%, TRI – 23.68%, DD - 20%, PK3 – 23.68%, SF – 23.68%, Super H5 – 23.68%

Race #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: No maximum carryover. Pool will be distributed on closing day, December 17, 2023

D. List any options requested with regard to exotic wagering.

E. Will "advance" or "early bird" wagering be offered? Yes ☒ No ☐
If yes, when will such wagering begin? Specify days and time for "early bird" wagering. Early bird wagering will be offered from 8:30 to 10:30 am on each racing day.

F. Type(s) of pari-mutuel or totalizator equipment to be used by the association and the simulcast organization, name of the person(s) supplying equipment, and expiration date of the service contract: AmTote, Keith Johnson. Contract expires 8/2025.

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

	TAKEOUT PERCENTAGE (Example) PNP5-14%
Race #1	Attached
Race #2	
Race #3	
Race #4	
Race #5	
Race #6	
Race #7	
Race #8	
Race #9	
Race #10	
Race #11	
Race #12	
Race #13	

11. ADVANCE DEPOSIT WAGERING (ADW)

A. Identify the ADW provider(s) to be used by the association for this race meeting.
TVG, XpressBet, NYRA Bets, Twin Spires, WatchandWager.

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

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

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

12. SIMULCAST WAGERING PROGRAM

A. Simulcast organization engaged by the association to conduct simulcast wagering: SCOTWINC.
Agreement is on file with CHRB and includes evergreen provisions.

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

C. California simulcast facilities the association proposes to offer its live audiovisual signal:
Attached

D. Out-of-state wagering systems the association proposes to offer its live audiovisual signal:
Attached

E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the association: Attached

F. California minisatellite wagering facilities the association proposes to offer its live audiovisual signal: Attached

G. For **THOROUGHBRED** racing associations, list the host track from which the association proposes to import out-of-state and/or out-of-country Thoroughbred races. Include the dates imported races will be held, and indicate whether a full card will be accepted. If the full card will not be imported, state "selected feature and/or stakes races".

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

THOROUGHBRED SIMULCAST RACES TO BE IMPORTED

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

TOC
Thoroughbred Owners of California
Serving the California Thoroughbred Racehorse Owner

August 23, 2023

Mr. Jack Liebau
Los Alamitos Racecourse
4961 Katella
Los Alamitos, CA 90720

RE: Los Alamitos Winter 2023 Race Meeting ADW Approvals

Dear Jack,

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

Pursuant to Section 30, Intrastate Advance Deposit Wagering ("ADW") of the Race Meet Agreement between TOC and LARC, and the Geo-Location Agreement (Exhibit A) between TOC and each ADW provider, LARC shall be permitted to transmit race signal to California-licensed ADW providers TVG, XpressBet, TwinSpires, NYRA, BetAmerica, Watch and Wager, and Game Play Network to accept wagers on LARC and other Thoroughbred races during the 2023 Los Alamitos Fall race meeting, December 6, 2023 through December 19, 2023, as follows:

1. **California wagering on LARC races:**
   a. TVG, XpressBet, TwinSpires, and NYRA 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.
   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 and Game Play Network 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, Watch and Wager, and Game Play Network may deduct a Hub 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 in conformity with the Market Access Fee provisions of California law (Section 19604 et seq).

285 W. Huntington Dr., Arcadia, CA 91007 (626) 574-6620

President & CEO: Bill Nader
Executive Director: Jordyn Egan
Director of Research & Analytics: Joe Hasson
Director of Operations & Member Services: Elsa Peron
Northern CA Director of Operations: Wayne Atwell

2. **California wagering on out-of-state Thoroughbred races:**
   a. TVG, XpressBet, TwinSpires, and NYRA 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.
   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 and Game Play Network 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, Watch and Wager, and Game Play Network may deduct a Hub 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 in conformity with the Market Access Fee provisions of California law (Section 19604 et seq).

3. **Out-of-state wagering on LARC races:**
   a. TVG, XpressBet, TwinSpires and NYRA shall pay a Host Fee of no less than [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, Watch and Wager, and Game Play Network 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 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 Egan,
Executive Director

cc: Cathy Monji

SOUTHERN CALIFORNIA Exhibit 12.C/F (1/2)

Cabazon Fantasy Springs Casino
84-245 Indio Springs Dr.
Indio, CA 92201

Surfside Race Place at Del Mar
2260 Jimmy Durante Blvd.
Del Mar, CA 92014

Hollywood Park
3883 W. Century
Inglewood, CA 90303

Sports Pavilion at The Farmer's Fair
18700 Lake Perris Dr.
Perris, CA 92571

Watch & Wager, Antelope Valley Fairgrounds
2551 West Ave. H
Lancaster, CA 93536

Los Alamitos Race Course
4961 Katella Ave
Los Alamitos, CA 90720

Santa Anita Park
285 W. Huntington Dr.
Arcadia, CA 91007

Sports Center at National Orange Show
930 S. Arrowhead Ave.
San Bernardino, CA 92408

Fairplex Park (Finish Line Grill)
2201 W. White Ave.
Pomona, CA 91768

The Derby Club, Seaside Park (Ventura Fair)
10 West Harbor Blvd.
Ventura, CA 93001

Sports Pavilion San Bernardino Co. Fair
14800 7th St.
Victorville, CA 92392

Viejas Casino & Turf Club
5000 Willows Rd.
Alpine, CA 91901

Commerce Casino (mini-satellite)
6131 E. Telegraph Rd.
Commerce, CA 90040

OC Tavern Grill & Sports Bar (mini-satellite)
2369 S. El Camino Real
San Clemente, CA 92672

Sammy's (mini-satellite)
23221 Lake Center Drive
Lake Forest, CA 92630

Santa Clarita Lanes (mini-satellite)
21615 Soledad Canyon Road
Saugus, CA 91350

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

The Derby Room (mini-satellite)
3230 Hamner Ave.
Norco, CA 92860

Firehouse (mini-satellite)
7701 White Ave.
Bakersfield, CA 93313

Lake Elsinore Hotel & Casino (mini-satellite)
20930 Malaga Road
Lake Elsinore, CA 92530

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

NORTHERN CALIFORNIA Exhibit 12.C/F (1/2)

Big Fresno Fair
1121 Chance Ave.
Fresno, CA 93702

Monterey County Fair
2004 Fairgrounds Rd.
Monterey, CA 93940

Golden Gate Fields
1101 Eastshore Highway
Berkley, CA 94710

Alameda County Fair
4501 Pleasanton Ave.
Pleasanton, CA 94566

California State Fair & Exposition
1600 Exposition Blvd.
Sacramento, CA 95815

The Jockey Club at San Mateo
2495 S. Delaware St.
San Mateo, CA 94403

Santa Clara County Fair
344 Tully Rd.
San Jose, CA 95111

San Joaquin County Fair
1658 South Airport Way
Stockton, CA 95206

Solano County Fair
900 Fairgrounds Dr.
Vallejo, CA 94589

Exhibit 12.D/E

Commingled Locations

AmWest Entertainment
Amwest Accounts
Caribbean locations
Couer D'Alene Casino (ID)
Triple Crown (SD)
Arapahoe-Mile High
Arima Race Club
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, UK Tote
4 Racing/Gold Coast (South Africa)
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
Plainridge Race Course
Plainridge ADW
Player Management Group
PlayUp Limited ADW
Pocono Downs ADW
Pocono Downs/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)
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
US Off Track ADW
Velocity Wagering Ltd.
Venezuela OTB
Vernon Downs
WatchandWager ADW
Western OTB
Wheeling Downs
Will Rogers Downs
Wyoming (307 Racing)
Wyoming OTB
Wyoming Downs
XpressBet
Yonkers Raceway
Yonkers ADW (EmpireCityBets)
Youbet Group 1
Zia Park
123Gaming

Separate Pool Locations

Betting Exchange
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, Fredericton 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

Commingled Canadian Locations	
Assiniboia Downs	Kawartha Downs
Century Downs	Marquis Downs
Century Mile	Mohawk Racetrack
Charlotetown	Northside Downs
Clinton Teletheatre	Picov Downs
Dresden	Rideau Carlton
Elmira Raceway	Rocky Mountain Turf Club
Evergreen Park	Sudbury Downs
Flamboro Downs	Summerside - PEI
Fort Erie	TBC Teletheaters
Fraser Downs	Track On 2
Fredericton Raceway	Truro Raceway
Georgian Downs	Western Fair Raceway
Grand River	Woodbine
Hanover Raceway	Xpressbet Southern Alberta
Hastings Park	
Hiawatha	
Hippodrome De Quebec	

Other tracks conducting racing during the Los Alamitos Winter Thoroughbred Meet (December 6, 2023 through December 19, 2023)

Aqueduct

Camarero

Charles Town thru December 16

Delta Downs

Evangeline thru December 16

Fair Grounds

Golden Gate thru December 10

Gulfstream TBD

Laurel

Mahoning Valley

Mountaineer thru December 13

Oaklawn opens on December 8

Parx

Penn National

Remington Park thru December 15

Tampa Bay

Turfway Park

Woodbine thru December 17

Zia Park (Mixed Meet)

Full and Partial Cards

Aqueduct

Camarero

Charles Town thru December 16

Delta Downs

Evangeline thru December 16

Fair Grounds

Golden Gate thru December 10

Gulfstream TBD

Laurel

Mahoning Valley

Mountaineer thru December 13

Oaklawn opens on December 8

Parx

Penn National

Remington Park thru December 15

Tampa Bay

Turfway Park

Woodbine thru December 17

Zia Park (Mixed Meet)

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

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).

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

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

13. CHARITY RACING DAYS

A. Name and address of the distributing agent (charity foundation) for the net proceeds from charity racing days held by the association: Los Alamitos Racing Association, 4961 Katella Avenue, Los Alamitos, CA 90720

B. Names and addresses of the trustees or directors of the distributing agent: Board of Directors, Los Alamitos Racing Association, 4961 Katella Avenue, Los Alamitos, CA 90720

C. Dates the association will conduct races as charity racing days OR:

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

NOTICE TO APPLICANT: Net proceeds from charity racing days shall be paid to the designated and approved distributing agent within 180 days following the conclusion of the association's race meeting in accordance with the provisions of Business and Professions Code section 19555. Thereafter, the distributing agent shall distribute not less than 90% of the aggregate proceeds from such charity racing days within twelve (12) calendar months after the last day of the meeting during which the charity racing days were conducted and shall distribute the remaining funds as soon thereafter as is practicable. At least 50% of the distribution shall be made to charities associated with the horse racing industry, in accordance with the provisions of Business and Professions Code section 19556(b) and (c).

14. RACING OFFICIALS, OFFICIALS, AND OFFICIATING EQUIPMENT

A. Racing officials nominated:

Association Veterinarian(s)	Dr. Dana Stead, DMV
Clerk of Scales	Charles McCaul
Clerk of the Course	Heather Correa
Film Specialist	Board of Stewards-as assigned by the CHRB
Horse Identifier	Jennifer Paige
Horseshoe Inspector	Victor Tovar
Paddock Judge	Don August
Patrol Judges	Anthony Rose, Don August
Placing Judges	Jesus Calvillo, Randy Valdez
Starter	Gary Brinson
Timer	Bernard Thomas Mitchel

B. Management officials in the racing department:

Director of Racing	N/A
Racing Secretary	Jordan Casteneda
Assistant Racing Secretary	Nate Estrada
Paymaster of Purses	Dawn Jackson
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: Weinstein Court Reporter, P. O. Box 26634, Santa Ana, CA 92799. Mderig@weinsteincourtreporters.com. (949) 637-6071.

D. Photographic device to be used for photographing the finish of all races, name of the person supplying the service, and expiration date of the service contract: Plusmic Corp., USA, Bill O'Brien, contract expires 12/31/24.

E. Indicate photo patrol video equipment to be used to record all races, name of the person supplying the service, and expiration date of the service contract. Specify the number and location of cameras for dirt and turf tracks. Pegasus Communications, Jim Porep, contract expires 5/6/2024. One camera at the end of the homestretch, one camera at the end of the backstretch, one camera coming out fo the final turn, four pan cameras covering the entire track. There is no turf course at Los Alamitos.

F. Type of electronic timing device to be used for the timing of all races, name of the person supplying the service, and expiration date of the service contract: Pegasus Communications, Jim Porep, 5/6/24.

15. SECURITY CONTROLS

A. State the name and title of the person responsible for security controls on the premises. Include an organizational chart of the security department and a list of the names of security personnel and contact telephone numbers. Cathy Monji, Chief of Security. Organizational chart and list attached.

B. Estimated number of security guards, gatemen, patrolmen, or others to be engaged in security tasks on a regular full-time basis: 23

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

2. Detention Stalls:

   a. Attach a plan for use of graded stakes or overnight races. Los Alamitos does not use detention stalls.
   b. Number of security guards in the detention stall area during a 24-hour period:
   c. Describe number and location of surveillance cameras in detention stall area.

3. TCO2 Testing:

   a. Number of races to be tested, and number of horses entered in each race to be tested: CHRB directives will be followed
   b. Plan for enhanced surveillance for trainers with high-test results: CHRB directives will be followed
   c. Plan for detention stalls for repeat offenders: CHRB directives will be followed.
   d. Number of security personnel assigned to the TCO2 program: CHRB directives will be followed.

C. Describe the electronic security system. Los Alamitos does not have an electronic security system.

1. Location and number of video surveillance cameras for the detention stall and stable gate: 11 cameras in the Test Barn area and 4 cameras at the stable gate provide 24 hour surveillance.

D. For night racing associations: Describe emergency lighting system. n/a

Organizational Chart

LOS ALAMITOS RACE COURSE
SECURITY DEPARTMENT

DIRECTOR OF SECURITY	CATHY MONJI	OFFICE (714) 820-2810 CELL (949) 355-2203
LIEUTENANT	LUIS RIVAS	OFFICE (714) 820-2663 CELL (626) 675-3663
SERGEANT-DAY SHIFT	FRANK WOZNIAK	OFFICE (714) 820-2661 CELL (562) 275-5373
SERGEANT-DAY STABLE	FERNANDO GOMEZ	OFFICE (714) 820-2830 CELL (951) 768-7094
SERGEANT-NIGHT STABLE	JOSE ALVAREZ	OFFICE (714) 820-2830 CELL (714) 495-0954
DAY SHIFT SECURITY OFFICERS	LUIS RIVAS, JR. GUILLERMO CHAVEZ JOSE MURILLO BUNTHOEUN SOS	DESK/DISPATCH MAINLINE CLUBHOUSE MEZZ
NIGHT SHIFT OFFICERS	JACKIE DIXON HENRY CHAMBERS GABRIEL CASTELLANOS	MAINLINE PADDOCK
STABLE AREA OFFICERS	JORGE AVINA CESAR FRANCO JOSE ALVAREZ	NIGHT STABLE GRAVEYARD SPLIT SHIFT
OFF HOUR OFFICERS STABLE GATE	KENNETH GRANT APRIL DUDONE RONNIE WHITE CHERI WILLETT ARTURO SANDOVAL SHARRIL JANISKY MARCO AVINA BENJAMIN GARCIA	GRAVEYARD SWING GATE DAY WEST GATE SPLIT SHIFT NIGHT WEST GATE GRAVEYARD GATE DAY GATE MAIN GATE

Los Alamitos Racing Association

STAKES SECURITY PROGRAM

For stakes races with purses of $100,000 or more Los Alamitos Racing Association ("LARA") will follow the guidelines set forth in our Race Meet Agreement with the Thoroughbred Owners of California.

For stakes race of more than $100,000 the LARA will provide security personnel equipped with video cameras to be stationed in the barn of each trainer with a horse in that stakes. The security personnel will be stationed in the designated barn no less than 6 hours prior to post time and will accompany the horse to the receiving barn.

These additional personnel will be under the direction and supervision of the Los Alamitos Chief of Security.

In addition, 24 hours prior to the running of any graded stakes race with a purse of $200,000 or more the LARA will assign two additional security guards to the barn area with the specific instruction to monitor the barns of the trainers with horses entered in that stakes.

16. EMERGENCY SERVICES

A. Name, address, and emergency telephone number of the ambulance service to be used during workouts and during racing: Huntington Ambulance Service, Box 145, Sunset Beach, CA 94742. Telephone (714) 820-2845. Regarding equine ambulances, during mornings when a live race meet is not being conducted there is one Kimsey ambulance in place, pulled by a John Deere Tractor. During live race meets, there is a second Kimsey ambulance in place, pulled by a Ford one ton truck. This second ambulance rotates among the Southern California race meets. Both ambulances are equipped hydraulic support squeeze and wench, as well as Kimsey splints. Both ambulances have a drive and one other person, plus a veterinarian who follow horses during live races.

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: At Santa Anita: Symons Ambulance, 18592 Cajon Blvd., San Bernardino, CA 92407. Telephone (626) 222-4236. At San Luis Rey Downs: Mercy Medical Transportation Inc., 2538 Old San Pasqual Road, Escondido, CA 92027, Telephone (760) 525-2688.

1. Attach a certification from 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. Contracted track physician. Oxygen equipment, blood pressure monitoring, backboard, cervical spine collar.

D. Name and emergency telephone number of the licensed physician on duty during the race meeting: Dr. Michael Morris, (714) 820-2710.
If Quarter Horse racing association, see D.1.

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

E. Name, address, and emergency telephone number of the hospital to be used for admittance and treatment of emergency injuries in the event of an on-track injury to a jockey: Los Alamitos Medical Center, 3571 Katella Avenue, Los Alamitos, CA 90720. (562) 598-1311. Long Beach Memorial Hospital (certified trauma center), 2801 Atlanta Avenue, Long Beach, CA 90806 (562)933-2000. UC Irvine Medical Center, 101 The City Drive, Orange, CA 92868 (714) 456-7890.

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

G. Names of health and safety manager and assistant manager responsible for compliance of health and safety provisions pursuant to Business and Professions Code section 19481.3(d): Allie Rodriguez, FLSIG Safety Manager, Frank Sherren, Safety Program Director LARC

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

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Huntington Ambulance,LLC

CHRB
1010 Hurley Way #300
Sacramento, CA 95825

March 15, 2023

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

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April 4, 2023

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,

4/24/23

Jesse Torres
Chief Operating Officer
Mercy Medical Transportation, Inc.
Phone: 619-405-8274
Email: jtorres@mercymedtrans.com

symbiosis
Care Reimagined.

March 7, 2023

To Whom It May Concern:

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

Respectfully,

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

Los Alamitos Race Course

Medical Emergency

Response Procedures

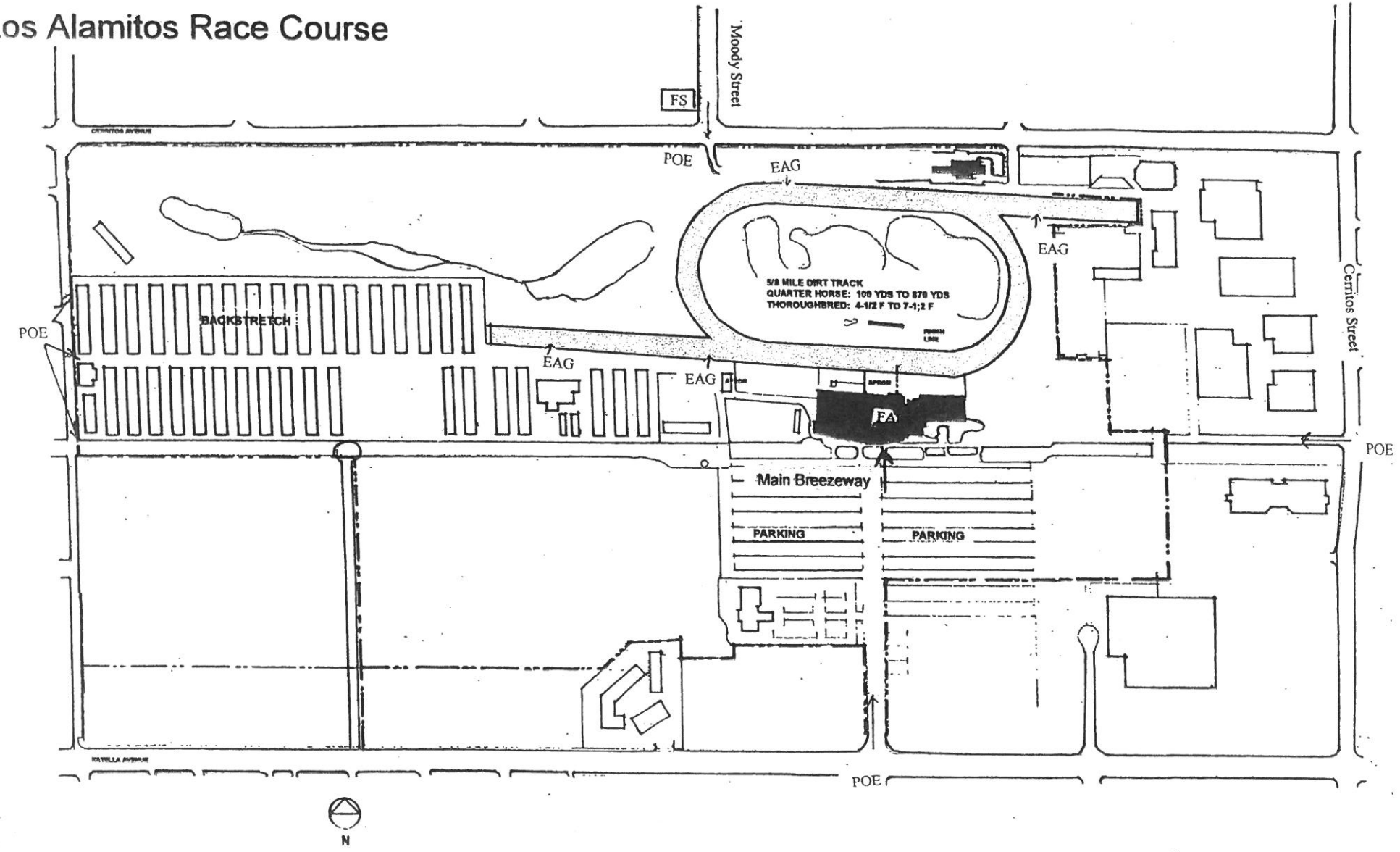
Los Alamitos Race Course

4961 Katella Ave.

Los Alamitos, CA 90720

714-820-2800

Los Alamitos Race Course



Legend:	
Emergency Access Gate	EAG
Fire Station	FS
First Aid Lo[illegible]n	FA
Race Track [illegible] of Entry	POE

Emergency Phone Numbers	
Security Dispatch Desk	(714) 820-2660
Security Captain Desk	(714) 820-2663 cell (714) 713-7728
LARC Main Number	(714) 820-2800
Emergency Response	911

Los Alamitos Race Course

Medical Support Overview

Morning Workouts

- One BLS unit staffed with two licensed EMT's on site during all morning training hours

Race Nights

- Two BLS units staffed with four licensed EMT's on site during all race hours
- Paramedic backup provided by Orange County Fire Station 17 located 100 yards from back gate access to racetrack
- Los Alamitos Medical Center with 24-hour Emergency Room located 1.1 miles from Los Alamitos Race Course
- Long Beach Memorial Hospital – Level One Trauma Facility (10.3 miles)
- University of California Irvine Hospital – Level One Trauma Facility (18.2 miles)

Los Alamitos Race Course

Medical Emergency Procedures

Medical Support Information

Huntington Ambulance, LLC
Contact Information – Stacey O'Bryan 714-325-0363 or Todd Jones 714-325-0382

Healthpoint Industrial Clinic
7052 Orangewood Ave. #6
Garden Grove, CA 92841
714-903-1100

Finish Line Self Insurance Group (Employee Workers' Comp provider)
714-820-2743

Security Communications Desk
Ext. 2660

Los Alamitos Medical Center
3751 Katella Ave.
Los Alamitos, CA 90720
562-598-1311

University of California Irvine Medical Center
101 City Dr. south
Orange, CA 92868
714-456-7890

Long Beach Memorial Medical Center
2801 Atlantic Ave.
Long Beach, CA 90806
562-933-2000

Los Alamitos Race Course

Horse/Rider Down On-Track Morning Workout

Emergency Response Protocol

Radio Communications

- Ambulance Crew / Outriders / Starting Gate / Clocker / Horse Ambulance – Channel 2
- Security for Paramedic response – Channel 1

Initial Procedures Taken for Horse/Rider Down

- Outrider notifies track personnel via radio – Channel 2
- Outrider and/or track adjacent security gate activate track warning lights. Both outriders and security gate have warning light switches
- Outriders respond to location of downed or loose horse to control accident scene
- Ambulance crew responds to accident scene after observing incident or being notified by outrider call
- Clocker makes announcements over track PA system warning of incident on track
- Assistant starters and outriders assist in deterring horse traffic away from incident scene
- Assistant starters stop loading horses into gate and stop horses from accessing track
- Security personnel at track adjacent gate halt access to track
- If necessary outrider notifies security to contact main stable to request veterinarian response to incident scene

EMT Procedures

- Respond to incident scene
- EMT's make initial assessment of rider injuries
- If transport is required EMT's notify outrider and security communications desk via radio
- If transfer to Paramedic unit is required EMT's notify security communications desk. Communications contacts Emergency Services Dispatch that ambulance is moving to pre-designated transfer location at the back racetrack gate located directly adjacent to City of Cypress Fire Station 17
- If ambulance crew makes direct transport to closest hospital, track is shut down until ambulance returns

Los Alamitos Race Course

Race Night Accident Protocol

On Track Jockey Accident

Human Ambulance Crew

- If a jockey goes down during a race the ambulance Crew will immediately assess the situation with the first priority to keep the injured jockey down and still.
- Following EMT training procedure, the ambulance crew will make an initial assessment of the injured jockey's airway, breathing and circulation.
- If Paramedic assistance is not required, but transport to a hospital is required, EMT crew will stabilize any fractures, take a full set if vitals, notify security communications via radio that transport is required.
- Security communications desk will notify hospital of upcoming transport and report back to ambulance crew via radio.
- EMT crew will stabilize injured jockey on backboard and transport via the north gate onto Cerritos Avenue.
- Ambulance crew will have the ability to contact nearest hospital via cell phone.
- When first ambulance crew departs track, on site backup ambulance crew will assume priority duties until return of first ambulance crew.
- If after making initial evaluation of injured jockey it is determined by EMT crew that Paramedic assistance is required they will notify Security communications desk. Security communications desk will immediately notify dispatch that Paramedic assistance is needed.
- After notifying Security communications desk, EMT crew will complete evaluation of airway, breathing and circulation; stabilize any fractures; check all vital signs; stabilize injured jockey on backboard and transport to pre-designated transfer location at the north gate directly adjacent to Fire Station 17.
- The following criteria will be followed to request Paramedic assistance.
    - Respiration less that 12 or greater than 30
    - Pulse less than 50 or greater than 130
    - Systolic blood pressure less than 90
    - Any open injury to skull
    - Penetrating injury to the neck, chest, abdomen, back or groin
    - Closed head injury involving sustained GCS less than 12, unequal pupils, weakness in one or more extremities
    - Suspected spinal cord injury
    - Flail chest
    - Bilateral femur fractures
    - Unstable pelvic fractures
    - Unmanageable airway or full arrest

Outriders / Assistant Starters

- Outrider will be notified of jockey related accident either by observing accident or being notified by Stewards of accident
- Outrider will respond to accident scene with first priority being to make sure the area is safe from any loose or injured horses
- If Horse Ambulance is required Outrider will notify Stewards. Stewards will call Horse Ambulance via radio or at ext. 2836
- Assistant starters will respond to accident scene to assist in securing the area from any loose or injured horses
- Assistant starters will assist track veterinarian in handling any injured horses
- Should the injury to the horse be severe, Assistant Starters will make their best effort to shield the view of the public by using the screen attached to the Horse Ambulance
- Assistant Starters will assist in loading any injured horse into the Horse Ambulance under the supervision of the track veterinarian

Horse Ambulance

- Horse Ambulance driver will be stationed on site during all racing hours and can be contacted via radio or at ext. 2828
- The Horse Ambulance is staged directly adjacent to main racetrack entry gate during all racing hours
- Ambulance driver is stationed at Horse Ambulance during each race.
- Once notified of an accident requiring Horse Ambulance, driver will immediately enter the track and proceed to accident scene staying as close to the outside rail as possible
- Once on the accident scene, Horse Ambulance driver will follow the instructions of the track veterinarian

Accidents Involving Multiple Jockeys / Horses

- As Los Alamitos always has two fully staffed BLS Ambulances on duty during all racing hours, should there be an incident involving two or more horses/jockeys the first ambulance crew which follows the races will assess the situation and call for the backup ambulance to respond to the accident scene if necessary.
- Both of the BLS Ambulance units can transport two patients, but if additional transport support is required the ambulance crew will notify the Security Communications desk and request the necessary Paramedic support.
- The injury protocol followed in single injury incidents will be followed in any multiple injury accident.
- The Horse Ambulance procedures will be followed as in a single horse injury incident. The Los Alamitos Horse Ambulance can transport two injured horses at a time. Should additional transportation be needed, a specially equipped backup Horse Ambulance is on site at all times and will be used at the direction of the track Veterinarian.

Los Alamitos Race Course

Emergency Protocol

Human / Horse Ambulance in Paddock (Race Night)

EMT Coverage of Paddock Area

- During the saddling of horses in the paddock on race nights one of the two ambulance crews will be stationed directly adjacent to the paddock / walking ring to respond to any incident
- If there is an incident in the paddock it will be the responsibility of the Paddock Judge to direct all horses and spectators safely away from the incident scene
- Security guard assigned to paddock area will notify stewards and security communications desk of incident
- If there are horses already on the track for an upcoming race, the Stewards will notify the Starter to hold horses behind the gate until situation is resolved
- EMT's will assess any injury and will make the decision if transport is necessary
- If transport is necessary the on site backup ambulance unit and EMT crew will remain on scene to provide ambulance coverage for upcoming race

Horse Ambulance Coverage of Paddock Area

- If there is an incident in the paddock requiring the Horse Ambulance, the security officer assigned to the paddock area will notify the Horse Ambulance driver via radio or at ext. 2836 and the Stewards at ext. 2783
- It will be the duty of the paddock Judge to direct the other horses and spectators away from the injured horse
- The Stewards will notify the Starting Gate of the incident. Assistant starters will be dispatched to the paddock to assist loading the injured into the Horse Ambulance
- If there are horses on the track for an upcoming race they will be held behind the Starting Gate until the Horse Ambulance exits the track

Los Alamitos Race Course
Accident/ Injury Procedures
Patron Injury

Patron Injury / Non Live Racing Hours

- If a patron is injured the Security Communications desk is notified immediately at ext. 2660. The specific location of the incident is reported and the Security Communications directs on site security personnel to the location.
- Security personnel confirm with patron that they request medical assistance. If patron is unable to respond, security personnel request medical assistance.
- If patron requests medical assistance or if patron is unable to respond, Security Communications desk calls for Paramedic assistance.
- Paramedics responding to patron assistance are pre instructed to enter Los Alamitos Race course through main breezeway adjacent to Security Office. If injured patron is mobile Paramedics will meet patron at Security Office. If patron is not mobile, Security personnel will escort Paramedics to patron location.
- Paramedics will make determination to transport patron to a hospital for treatment.

Patron Injury / Live Racing Hours

- The backup EMT Ambulance Crew is stationed at the Los Alamitos First Aid Station during live racing hours
- Patrons with minor medical complaints are directed to First Aid Station where EMT crew can check vital signs and advise on additional treatment such as seeing personal doctor, going to emergency room or medical clinic
- Patrons in need of immediate additional care are kept in First Aid Station while Paramedic assistance is requested through the Security Communications Desk.
- Patrons who are not mobile are assisted by EMT crew at location of incident while Paramedic assistance is requested through Security Communications desk.

Los Alamitos Race Course

Medical Emergency Procedures

Employee Injury

- All employee injuries should immediately be reported to Security Communications Desk
- If available, employee's department supervisor will be notified and will respond to injured employee along with Security Department personnel
- If employee's department supervisor is not available, available members of racetrack administration staff will respond to location
- If injury appears life threatening, the Security Communications desk is directed to call for Paramedic assistance. Paramedics are directed to respond to the Main Breezeway located adjacent to the Security Office.
- If the injury is not serious and it is deemed safe to do so, employee will be transported to the Healthpoint Industrial Clinic for treatment.

Los Alamitos Race Course
Emergencia Médica
Procedimientos de Respuesta

Los Alamitos Race Course
4961 Katella Ave.
Los Alamitos, CA 90720
(714) 820-2800

Los Alamitos Race Course
Descripción General de Soporte Médico

Entrenamientos Matutinos

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

Noches de Carrera

- Dos unidades BLS con cuatro EMTS con licencia en el lugar durante todas las horas de carrera
- Respaldo paramédico proporcionado por la estación de bomberos 17 de Orange County ubicada a 100 yardas del acceso de la puerta trasera al hipódromo
- Los Alamitos Medical Center con sala de emergencias las 24 horas ubicado a 1.1 millas de Los Alamitos Race Course
- Long Beach Memorial Hospital – Level One Trauma Facility (10.3 millas)
- University of California Irvine Hospital – Level One Trauma Facility (18.2 millas)

Los Alamitos Race Courses
Procedimientos de Emergencia Médica
Información de Asistencia Médica

Huntington Ambulance, LLC
Información del contacto – Stacey O'Bryan (714) 325-0363 o Todd Jones (714) 325-0382

Healthpoint Industrial Clinic
7052 Orangewood Ave. #6
Garden Grove, CA 92841
(714) 903-1100

Finish Line Self Insurance Group (proveedor de compensación laboral para empleados)
(714) 820-2743

Escritorio de Comunicaciones de Seguridad
Ext: 2660

Los Alamitos Medical Center
3751 Katella Ave.
Los Alamitos, CA 90720
(562) 598-1311

University of California Irvine Medical Center
101 City Dr. South
Orange, CA 92868
(714) 456-7890

Long Beach Memorial Medical Center
2801 Atlantic Ave.
Long Beach, CA 90806
(562) 933-2000

Los Alamitos Race Course
Entrenamiento Matutino a Caballo/Jinete en la Pista

Comunicaciones por Radio

- Equipo de Ambulancia / Outriders / Starting Gate/ Clocker / Ambulancia de Caballos– Channel 2
- Seguridad para la Respuesta de los Paramédicos – Channel 1

Procedimientos Iniciales Tomados para Caballos o Jinetes

- Outrider notifica al personal de la pista por radio – Channel 2
- Outrider / Puerta de Seguridad activar luces de advertencia de pista. Tanto los Outriders / Puerta de Seguridad tienen interruptores de luz de advertencia de riel
- Outriders responden a la ubicación del caballo caído o suelto para controlar la escena del accidente
- El personal de la ambulancia responde a la escena del accidente después de observar el incidente o de ser notificado por la llamada de un acompañante
- Clocker hace anuncios a través del sistema de megafonía de la pista advirtiendo de un incidente en la pista
- Los asistentes de arranque dejan de cargar caballos en la puerta y evitan que los caballos accedan a la pista
- El personal de seguridad en la vía adyacente a la puerta detenga el acceso a la vía.
- si es necesario, el outrider notifica al personal de seguridad para que se comunique con el establo principal para solicitar la respuesta del veterinario a la escena del incident

EMT Procedimientos

- Responder a la escena del incidente
- Hacer una evaluación inicial de las lesiones del ciclista
- si se requiere transporte, EMT's notifique al escolta y al mostrador de comunicaciones de seguridad por radio
- Si se requiere transferencia a la unidad de Paramédicos, EMTS notifique al mostrador de comunicaciones de seguridad.
- Contactos de comunicaciones servicios de emergencia dsipatch que una ambulancia se está moviendo a la ubicación de transferencia pre-designada en la puerta trasera del hipódromo, ubicada directamente junto a la Estación de Bomberos de la Ciudad de Cypress 17.
- Si el equipo de la ambulancia realiza transporte directo al hospital más cercano, la vía se cierra hasta que regrese la ambulancia

Los Alamitos Race Course
Protocolo de Accidentes de la Noche de Carrera

Accidente de Jinete en Pista

Equipo de Ambulancia Humana

- Si un jinete cae durante una carrera, el equipo de ambulancia evaluará inmediatamente la situación con la primera prioridad para mantener al jinete lesionado abajo y quieto.
- Siguiendo el procedimiento de entrenamiento EMT, el equipo de ambulancia hará una evaluación inicial de las vías respiratorias, respiración y circulación de los jinetes lesionados
- Si no se requiere la asistencia de un paramédico, pero se requiere transporte a un hospital, el personal de EMT estabilizará cualquier fractura, tomará un conjunto completo de signos vitales, notificará a las comunicaciones de seguridad por radio que se requiere transporte
- El mostrador de comunicaciones de seguridad notificará al hospital sobre el próximo transporte e informará al personal de la ambulancia por radio
- El equipo de EMT estabilizará al jinete lesionado en el tablero y el transporte a través de la puerta norte hacia Cerritos Avenue
- El personal de la ambulancia podrá comunicarse con el hospital más cercano a través de un teléfono celular.
- Cuando el primer equipo de ambulancia sale de la pista, el equipo de ambulancia de respaldo en el sitio asumirá las tareas prioritarias hasta el regreso del primer equipo de ambulancia
- Si después de hacer la evaluación inicial del jinete lesionado, el equipo de EMT determina que se requiere la asistencia de un paramédico, lo notificarán al Mostrador de Comunicaciones de Seguridad.
- Después de notificar a la mesa de comunicaciones de seguridad, el personal de EMT completará la evaluación de la respiración y la circulación de las vías respiratorias; estabilizar cualquier fractura; comprobar todos los signos vitales; estabilizar al jinete lesionado en el tablero y transportarlo a la ubicación de transferencia previamente designada en la puerta norte directamente adyacente a la estación de bomberos 17
- Se seguirán los siguientes criterios para solicitar la asistencia de un paramédico:
    - Respiración menor de 12 o mayor de 30
    - Pulso menor de 50 o mayor de 130
    - Presión arterial sistólica inferior a 90
    - Cualquier herida abierta en el cráneo
    - Lesión penetrante en el cuello, el pecho, el abdomen, la espalda o la ingle
    - Traumatismo craneoencefálico cerrado que involucra GCS sostenido menor de 12, pupilas desiguales, debilidad en una o más extremidades
    - Sospecha de lesión de la médula espinal
    - Cofre inestable

- Fracturas bilaterales de femur
- Fracturas pélvicas inestables
- Vía aérea inmanejable o paro total

Outriders / Asistentes de Arranque

- El Outrider será notificado del accidente relacionado con el jinete, ya sea observando el accidente o siendo notificado por los Stewards del accidente.
- El Outrider responderá a la escena del accidente siendo la primera prioridad asegurarse de que el área esté a salvo de caballos sueltos o heridos.
- Si se requiere una ambulancia para caballos, Outrider notificará a los comisarios. Los comisarios llamarán a Horse Ambulance por radio o al ext. 2836
- Los asistentes de arranque responderán a la escena del accidente para ayudar a proteger el área de cualquier caballo suelto o herido
- Los asistentes de arranque ayudarán al veterinario de pista a manejar cualquier caballo lesionado
- En caso de que la lesión del caballo sea grave, los asistentes de arranque harán su mejor esfuerzo para proteger la vista del público mediante el uso de la pantalla adjunta a la ambulancia para caballos
- Los asistentes de arranque ayudarán a cargar cualquier caballo lesionado en la ambulancia para caballos bajo la supervisión del veterinario de la pista

Ambulancia para Caballos

- El conductor de la ambulancia para caballos estará estacionado en el lugar durante todas las horas de carrera y se puede contactar por radio o en la ext. 2828
- La ambulancia para caballos está ubicada directamente junto a la puerta de entrada del hipódromo principal durante todas las horas de Carrera
- El conductor de la Ambulancia está estacionado en la Ambulancia para Caballos durante cada Carrera
- Una vez notificado de un accidente que requiere Ambulancia a Caballo, el conductor ingresará inmediatamente a la vía y procederá al lugar del accidente permaneciendo lo más cerca posible del riel exterior
- Una vez en la escena del accidente, el conductor de la Ambulancia a Caballo seguirá las instrucciones del veterinario de la pista

Accidentes Que Involucran a Varios Jinetes / Caballos

- Como Los Alamitos siempre tiene dos Ambulancias BLS con personal completo en servicio durante todas las horas de carrera, en caso de que haya un incidente que involucre a dos o más caballos / jinetes, el primer equipo de ambulancia que sigue a las carreras evaluará la situación y llamará a la ambulancia de respaldo para que responda a la escena del accidente si es necesario
- Ambas unidades de ambulancia de BLS pueden transportar a dos pacientes, pero si se requiere apoyo de transporte adicional, el equipo de ambulancia notificará al mostrador de comunicaciones de seguridad y solicitará el apoyo paramédico necesario
- El protocolo de lesiones seguido en incidentes de lesiones individuales se seguirá en cualquier accidente de lesiones multiples

- Los procedimientos de ambulancia para caballos se seguirán como en un incidente de lesión de un solo caballo. La ambulancia de caballos de Los Alamitos puede transportar dos caballos heridos a la vez. Si se necesita transporte adicional, una ambulancia de caballos de respaldo especialmente equipada está en el lugar en todo momento y se utilizará en la dirección de la pista Veterinario

Los Alamitos Race Course

Protocolo de Emergencia

Ambulancia para Humanos / Caballos en el Paddock (Noche de Carrera)

Cobertura de EMT del área de paddock

- Durante el ensillado de caballos en el paddock en las noches de carrera, uno de los dos equipos de ambulancia estará estacionado directamente al lado del paddock / ring para caminar para responder a cualquier incidente
- Si hay un incidente en el paddock, será responsabilidad del Juez de Paddock dirigir a todos los caballos y espectadores lejos de la escena del incidente de manera segura
- El guardia de seguridad asignado al área del paddock notificará a los comisarios y al mostrador de comunicaciones de seguridad del incidente
- Si ya hay caballos en la pista para una próxima carrera, los Comisarios notificarán al Starter para mantener a los caballos detrás de la puerta hasta que se resuelva la situación
- Los técnicos de emergencias médicas evaluarán cualquier lesión y tomarán la decisión si el transporte es necesario
- Si el transporte es necesario, la unidad de ambulancia de respaldo en el lugar y el equipo de EMT permanecerán en el lugar para brindar cobertura de ambulancia para la próxima carrera

Cobertura de Ambulancia para Caballos en el área de Paddock

- Si hay un incidente en el paddock que requiera la ambulancia para caballos, el oficial de seguridad asignado al área del paddock notificará al conductor de la ambulancia para caballos por radio o en la ext. 2836 y los Stewards en ext. 2783
- Será deber del juez de paddock alejar a los demás caballos y espectadores del caballo lesionado
- Los Comisarios notificarán a la Puerta de Salida del incidente. Los asistentes de arranque serán enviado al paddock para ayudar a cargar a los heridos en la ambulancia a caballo
- Si hay caballos en la pista para una próxima carrera, se mantendrán detrás de la salida puerta hasta que la ambulancia a caballo salga de la pista

Los Alamitos Race Course
Procedimientos de Accidentes / Lesiones
Lesión del Patrón

Lesión del Patrón/ No Horas de Carreras en Vivo

- Si un usuario se lesiona, se notificará inmediatamente al mostrador de comunicaciones de seguridad a la ext. 2660. Se informa la ubicación específica del incidente y las Comunicaciones de Seguridad dirigen al personal de seguridad del sitio al lugar.
- El personal de seguridad confirma con el cliente que solicita asistencia médica. Si el patrón es sin poder responder, el personal de seguridad solicita asistencia médica
- Si el cliente solicita asistencia médica o si el cliente no puede responder, el mostrador de comunicaciones de seguridad solicita la asistencia de un paramédico
- Los paramédicos que responden a la asistencia de los clientes reciben instrucciones previas para ingresar al hipódromo de Los Alamitos a través del corredor principal adyacente a la oficina de seguridad. Si el cliente lesionado es móvil, los paramédicos se reunirán con el cliente en la oficina de seguridad. Si el cliente no es móvil, el personal de seguridad acompañará a los paramédicos a la ubicación del cliente
- Los paramédicos tomarán la determinación de transportar al cliente a un hospital para recibir tratamiento

Lesión del Patrón/ Horas de Carreras en Vivo

- La tripulación de ambulancia EMT de respaldo está estacionada en la estación de primeros auxilios de Los Alamitos durante las horas de carrera en vivo
- Los usuarios con quejas médicas menores son dirigidos a la estación de primeros auxilios donde el personal de EMT puede verificar los signos vitales y asesorar sobre tratamientos adicionales, como ver a un médico personal, ir a la sala de emergencias o una clínica médica
- Los usuarios que necesitan atención adicional inmediata se mantienen en la estación de primeros auxilios mientras se solicita la asistencia de un paramédico a través del mostrador de comunicaciones de seguridad
- Los usuarios que no son móviles son asistidos por el personal de EMT en el lugar del incidente mientras la asistencia paramédica se solicita a través del mostrador de comunicaciones de seguridad

Los Alamitos Race Course

Procedimientos de Emergencia Médica

Lesión del Empleado

- Todas las lesiones de los empleados deben informarse inmediatamente al escritorio de comunicaciones de seguridad
- Si está disponible, el supervisor del departamento del empleado será notificado y responderá a empleado lesionado junto con el personal del Departamento de Seguridad
- Si el supervisor del departamento del empleado no está disponible, los miembros disponibles del personal de administración del hipódromo responderán a la ubicación
- Si la lesión parece ser una amenaza para la vida, se indica al mostrador de comunicaciones de seguridad que llame para solicitar asistencia paramédico. Se indica a los paramédicos que respondan al pasillo principal ubicado junto a la oficina de seguridad
- Si la lesión no es grave y se considera seguro hacerlo, el empleado será transportado a la Clínica Industrial Healthpoint para recibir tratamiento

Los Alamitos Racing Association
4961 Katella Avenue
Cypress, CA 90720

September 5, 2023

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

Attn: Scott Chaney
Executive Director

Re: Exemption from 45-day Provision of Rule 1927- Los Alamitos

Commissioners:

During its Race Meet from December 6, 2023, through December 19, 2023, the Los Alamitos Racing Association with respect to Los Alamitos Race Course, hereby requests exemption from the 45-day provision of Board Rule 1927.

Respectfully submitted
Los Alamitos Racing Association, Manager

By _____
Jack Liebau, Vice President

ORANGE COUNTY FIRE AUTHORITY
P. O. Box 57115, Irvine, CA 92619-7115 • 1 Fire Authority Road, Irvine, CA 92602-0125
Brian Fennessy Fire Chief (714) 573-6000 www.ocfa.org

March 22, 2023

Los Alamitos Race Course
4961 Katella Av.
Los Alamitos, CA 90720
Attn : Mr. Frank Sherren

Dear Mr. Sherren,

This letter is in response to you request for a fire and life safety clearance at the above address. The annual fire inspections have been completed and I can report that there is a reasonable degree of fire safety present at this time.

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

Respectfully,

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

Los Alamitos Racing Association
4961 Katella Avenue
Cypress, CA 90720

September 29, 2023

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

Dear Mr. Chaney:

Los Alamitos Racing Association is forwarding requisite Fire Clearances for Santa Anita and San Luis Rey Training Center. It is hereby requested that exemption be granted with respect to these two fire clearances pursuant to the 45-day provision of Board Rule 1927.

Very truly yours,

Los Alamitos Racing Association

By _____
Jack Liebau

SANTA ANITA PARK

June 26, 2023

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

Re: Los Angeles Turf Club – Rule 1927 Exemption Request

Dear Mr. Chaney,

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 II, Inc. ("LATC") has previously submitted to the board the Arcadia Fire Department's fire clearance letter dated June 22, 2023.

LATC requests an exemption from the requirement of Rule 1927 that the fire authority having jurisdiction over the barn area of Santa Anita Park 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

June 22, 2023 Exhibit 16.H

City of Arcadia

Fire Department

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, 2023, through December 10, 2023.

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.

Chen Suen
Fire Chief

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.

710 S. Santa Anita Avenue
Arcadia, CA 91006
(626) 574-5100
(626) 446-7410 (fax)
www.ArcadiaCA.gov

North County Fire Protection District
330 S. Main Ave.
Fallbrook, CA 92028
(760) 723-2010

Monday, 7 August, 2023

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

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

Re: Initial - Fire & Life Safety on August 07 2023

NOTICE OF INSPECTION - COMPLETED

CONGRATULATIONS, your Fire and Life Safety Inspection has satisfactorily been completed and no violations were noted at this time. The North County Fire Protection District would like to thank you for making fire and life safety a priority.

If you have any questions regarding our Fire and Life Safety Inspection program, please contact the Fire Prevention Bureau at: (760) 723-2010.

Inspector:

Fire Protection Spec. Lars Beeghley
lbeeghley@ncfire.org
760-723-2043

Property Representative:

Joshua Funk

I. Name of the workers' compensation insurance carrier for the association and the number of the insurance policy (if self-insured, provide details): Self insured; Finish Line Self Insurance Group. On-File

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: Handicappers: Today's Racing Digest, Jason Karches, 2080 Las Plamas, Carlsbad, CA 92009

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: $100,000
Promotional/Marketing budget for prior race meeting: $103,000

C. Number of hosts and hostesses employed for meeting: 8

D. Describe facilities set aside for new fans. Special mutuel windows designated for newcomers

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

1. Horsemen — New office built at the main entrance to the barn area, improvements have been made to receiving & testing barns
2. Fans — New video monitors & ongoing sports bar upgrades
3. Facilities in the restricted areas — Barns, including bathrooms, are subject to an on-going maintenance and upgrade program.

Number: 4524-001

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

LOS ALAMITOS RACING ASSOCIATION AND QUARTER HORSE RACING, INC, A GENERAL PARTNERSHIP, DBA LOS ALAMITOS RACE COURSE

(Name of Affiliate)

FINISH LINE SELF INSURANCE GROUP, INC.

(Master Certificateholder)

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

This certificate may be revoked at any time for good cause shown.*

EFFECTIVE:

THE 1st DAY OF JULY 2005

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA

MARK T. JOHNSON, MANAGER

JOHN M. REA, DIRECTOR

*Revocation of Certificate.-- "A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of the solvency of such employer, the inability of the employer to fulfill his obligations, or the practice by such employer or his agent in charge of the administration of obligations under this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him." (Section 3702 of Labor Code.) The Certificate may be revoked for noncompliance with Title 8, California Aministrative Code, Group 2 --Administration of Self-Insurance.

Form A-4 -10 A

POST TIME
SELF INSURANCE GROUP

Steps Required in Reporting a Workers Compensation Accident

1. **Immediately Report an accident** to Post Time Self Insurance Group (714) 820-2743. **You must report the incident within 24 hours.**

2. **Obtain a treatment authorization form** from the Post Time Self Insurance Group Office or, **if on a weekend, from the Security office.**

3. Go to the **designated clinic** for treatment.
   Healthpointe Medical Center
   7052 Orangewood Ave, Suite 6
   Garden Grove (714) 903-1100

POST TIME
SELF INSURANCE GROUP

Pasos Requeridos en Caso de un Accidente

1. **Inmediatamente reporten** el accidente a la oficina de Post Time Self Insurance Group (714) 820-2743. **Tiene que ser reportado dentro de las primeras 24 horas del incidente.**

2. **Obtengan la forma de autorización** para tratamiento de la oficina de Post Time Self Insurance Group o, **en los fines de semana, de la oficina de seguridad**

3. Vayan a la **clínica designada**
   Healthpointe Medical Center
   7052 Orangewood Ave, Suite 6
   Garden Grove (714) 903-1100

19. SCHEDULE OF CHARGES

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

Admission (general)	$3, $2 Seniors
Admission (clubhouse)	$10 Vessels, $10 Burgart's
Reserved seating (general)	Free
Reserved seating (clubhouse)	Free
Parking (general)	Free
Parking (preferred)	$5 premium
Parking (valet)	Not offered
Programs (on-track)	$2.50
(off-track)	$2.50

B. Describe any "Season Boxes" and "Turf Club Membership" fees. Turf Club season table $480, Grandstand Season Table $250

C. Describe any "package" plans, such as combined parking, admission, and program. None

20. JOCKEYS/DRIVERS' QUARTERS

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

☒ Corners (lockers and cubicles) How many 60

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

☒ Masseur ☒ Food/beverage service ☒ Certified platform scale

B. Describe the quarters to be used for female jockeys/drivers. Separate quarters with showers, lockers and sauna.

21. BACKSTRETCH EMPLOYEE HOUSING

A. Inspection of backstretch housing was completed by (name) will be completed prior to the race meet on (date) . Inspection was requested and will be completed prior to the start of the race meet.

B. Number of rooms used for housing on the backstretch of the racetrack: 228 out of 344

C. Number of restrooms available on the backstretch of the racetrack: 13

D. Estimated ratio of restroom facilities to the number of backstretch personnel: 18 to 1

22. TRACK SAFETY

A. Total distance of the racecourse, measured from the finish line counterclockwise (3' from the inner railing) back to the finish line: 5,100 feet.

B. Describe the type of track surface at the facility, including the specific track surface composition. 81% sand, 16% silt and clay, 3% organic

C. The percent of cross slope in the straightaways is: 3%

The percent of cross slope in the center of the turns is: 6%

D. Describe the type(s) of materials used for the inner and outer railings of the race course, the type of inner railing supports (e.g., metal gooseneck, wood 4" x 4" uprights, offset wood 4" x 4" supports, etc.), the coverings, if any, on the top of the inner railing, and the approximate height of the top of the inner railing from the level of the race course. The inner rail is a slant rail with and aluminum face and a three foot galvanized safety panel. The outside rail is a gooseneck design with a 4 x 6 steel tubing as the rail. A height of 40 inches is maintained on both rails.

E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474: Rick Hughes, Track Superintendent, Dennis Moore, Track Consultant.

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

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

23. DECLARATIONS

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

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 and 23D is N/A

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.

RACE MEET AGREEMENT

Winter 2023

BETWEEN

LOS ALAMITOS RACING ASSOCIATION

AND

CALIFORNIA THOROUGHBRED TRAINERS

December 6, 2023 – December 19, 2023

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RACE MEET AGREEMENT

LOS ALAMITOS RACING ASSOCIATION

December 6, 2023 – December 19, 2023

THIS AGREEMENT is entered into by and between Los Alamitos Racing Association (hereinafter referred to as "TRACK") and the California Thoroughbred Trainers, Inc., a California Corporation, (hereinafter referred to as "CTT") and becomes effective on December 6, 2023, the first day of TRACK's 2023 Winter Meet, except as otherwise provided herein, (hereinafter referred to as "2023 Winter Meet").

RECITALS

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

WHEREAS, CTT is the duly organized trainers' association recognized by TRACK and the California Horse Racing Board as having authority to negotiate and covenant with TRACK pursuant to California Business and Professions Code Section 19613.1 (a) and (b) and Article 22, Chapter 4, Title 4, of the *Administrative Code* of the State of California, Rules 2014, through 2043; and

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

AGREEMENT

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

I.

RACE MEET

Except as otherwise provided herein, the provisions of this Agreement shall be applicable only to the thoroughbred race meeting conducted by TRACK under license from the California Horse Racing Board for the period commencing December 6, 2023, through December 19, 2023, which meet is hereinafter referred to as the "2023 Winter Meet."

II.

PURSE PROJECTIONS

TRACK shall provide to CTT prior to the 2023 Winter Meet for CTT's information, TRACK's projections (and supporting documents) of estimated purses for the 2023 Winter Meet.

III.

CTT DISTRIBUTIONS

TRACK shall pay to CALIFORNIA THOROUGHBRED TRAINERS, INC. ("CTT") for the 2023 Winter Meet the portion deducted for all purses pursuant to Section 19613 of the California *Business & Professions Code.* Specifically, TRACK shall pay one percent (1%) to CTT for the CTT Backstretch Employees' Retirement Savings Pension Plan/Trust and administrative expenses and one-half percent (1/2%) to CTT from any and all monies deducted for purses from the gross handle. The amounts payable to CTT pursuant to this provision may be referred to sometimes collectively as "CTT Distribution." TRACK shall also pay to CTT, in a timely fashion as may be established by normal industry practice or by general agreement of the parties, all other statutory distributions due CTT including, without limitation, amounts payable pursuant to California *Business & Professions Code* section 19604. Purse money and commissions generated from any Simulcasting shall be divided in accordance with the applicable provisions of the California *Business and Professions Code.*

The sums payable under this paragraph shall be paid on by TRACK within sixty (60) days after the close of the race meet or as soon thereafter as feasible, along with a statement indicating the method of calculating such payments. All such payments shall be based upon actual receipts by TRACK of amounts payable as purses. In the event any payment is not made within 10 days from its due date, interest shall accrue from the initial due date at the rate of ten percent (10%) per annum until such payment is made.

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

IV.

CONDITION BOOK

TRACK agrees to use its best efforts to make its first Condition Book for the 2023 Winter Meet available to horsemen at least 10 days prior to opening day and agrees that said book will include an index of races.

V.

STALL APPLICATIONS

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

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

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

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

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

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

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

VI.

STALL ASSIGNMENTS

(a) In the allocation and assignment of stall space for thoroughbreds, so long as the trainer is duly licensed, TRACK will not discriminate in any way against any trainer by reason of membership of any trainer in the CTT, or by way of any arbitrary or capricious conduct by TRACK. If any trainer asserts that TRACK shall have so discriminated on such ground or grounds, then the trainer claiming to be so aggrieved may submit his claim to TRACK or to CTT for examination, and if CTT shall then believe the claim to have merit, CTT shall be entitled to present the merits of the grievance on behalf of such trainer to TRACK. If the dispute is not settled, TRACK and CTT agree that the matter is to proceed immediately to arbitration before a hearing officer chosen by mutual consent by TRACK and CTT. If TRACK and CTT cannot agree on a hearing officer chosen by mutual consent, a hearing officer shall be appointed immediately by the CHRB.

(b) Each stall application shall refer to the particular horses for which stalls are requested and no substitution of horses shall be permitted without TRACK's prior consent.

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

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

(e) TRACK shall not allocate more than forty (40) stalls to any one trainer. Following allocation of stalls which shall not exceed forty (40) to any one trainer, should TRACK determine that the number of available stalls exceeds the number of qualified and eligible horses which have been allocated stalls, then and in that event, TRACK may allocate, on an equitable basis, up to fifty (50) stalls to any one trainer. The intent of this provision is to insure fair and reasonable consideration of all applications by TRACK, so that no one trainer may be awarded in excess of forty (40) stalls until such time as all applications for stalls for eligible and qualified horses have been reviewed, considered, and stalls have been reasonably provided to those horses which have been determined to meet TRACK's eligibility and qualification requirements. It is acknowledged that approximately 800 stalsl at the Track are leased to the Southern California Stabling and Vanning Committee and that Track does not control the allocation of any of those 800 stalls.

VII.

DISPUTE RESOLUTION

This section refers to disputes arising from Section V, Stall Applications, and Section VI, Stall Assignments.

Following the execution of this Agreement, TRACK and CTT shall meet to establish a list of three qualified neutrals who may be called upon to become involved in resolving disputes which may arise under Section V and Section VI of the Agreement. The decision(s) of any neutral so chosen shall be binding during the pendency of this dispute resolution process and any arbitration procedures following. If TRACK and CTT cannot agree on a neutral to resolve the dispute, a neutral shall be appointed by the California Horse Racing Board.

Any decision by TRACK to deny stalls to or to exclude any licensed trainer, during or immediately following the Stall Application process (other than on grounds of the quality and condition of the horses for which stall space is requested, and taking into consideration the character of the Meet contemplated to be held by TRACK and the horses suitable for the holding of such Meet, and availability of stall space) may not be arbitrary and/or capricious, and shall be based upon one or more of the following:

(a) Violation of a California Horse Racing Board medication rule involving a Class 1 through 3 drug substance where the decision is not based solely on CHRB rule 1887.

(b) Violation of a California Horse Racing Board rule resulting in an actual served suspension of 60 days or more.

(c) Repeated or egregious violations of Association rules where such rules have been agreed to by CTT.

(d) Criminal complaints alleging violations involving animal health and safety.

(e) Conduct which falls far below the prevailing standard of custom and care of thoroughbred race horse husbandry.

(f) Conduct which is detrimental to the integrity of horse racing or would interfere with the orderly conduct of horse racing.

(g) Conduct referenced in CHRB Rule 1980 and 1989 (a).

Prior to TRACK's enforcement of any decision to exclude any licensed trainer, or to withdraw or significantly modify stall allocations once made, TRACK shall inform the trainer and CTT of its decision and the basis for that decision. The agreement of CTT, which shall not unreasonably be withheld, shall be a condition precedent to any execution of a decision by TRACK to limit or eliminate Applicant's ability to participate in racing or training activities at TRACK or any auxiliary training facility.

If the subject trainer objects to an exclusion, withdrawal, or modification of stall assignments, that objection shall be lodged with both TRACK and CTT within 48 hours of TRACK's decision. TRACK, CTT, and the subject trainer shall then meet immediately, whether separately or together, to further evaluate the merit of TRACK's decision.

Should any dispute remain as to an exclusion, modification, or withdrawal of stall allocations once made, following the meeting(s) referenced above, a qualified neutral shall be drawn by lot of the list referenced above, to meet with the subject trainer, TRACK, and CTT, with all deliberate speed. At such pre-arbitration meeting, the neutral shall first attempt to facilitate a resolution of the dispute. If the dispute cannot be resolved, the neutral shall indicate at the conclusion of the meeting, based on the representations made, whether the TRACK or trainer is the prevailing party in the pre-arbitration proceeding.

Commencing with the date of TRACK's decision so to exclude any trainer, modify, or withdraw stall allocations once made, the affected trainer may continue to occupy allocated stalls and appurtenant facilities in accordance with applicable rules and procedures, until such time as the dispute has been resolved or the pre-arbitration meeting has determined TRACK to be the prevailing party. During such period between the date of TRACK's decision to exclude a trainer and the pre-arbitration meeting, the affected trainer will not be permitted to "work horses" in his care as that term is commonly understood in Thoroughbred racing, or to enter horses in any races at TRACK.

If TRACK is the prevailing party, the trainer shall be entitled to proceed immediately to arbitration, and shall be suspended and/or excluded from participation in racing or training at TRACK or authorized auxiliary training facilities during the pendency of arbitration.

Should the trainer be the prevailing party, the TRACK shall be entitled to proceed immediately to arbitration, and the trainer shall not be suspended and/or excluded from participation in racing or training at TRACK or authorized auxiliary training facilities during the pendency of such arbitration that TRACK may pursue.

VIII.

HOLDING (TRANSIT) BARN

TRACK agrees that it will regularly clean and maintain the Holding (Transit) barn used for horses shipping in to run at the 2023 Winter Meet.

IX.

FIRST POST TIME

All Post times for the 2023 Winter 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

2023 Winter Meet must be submitted concurrently to CHRB and CTT for their approval. The first post of TRACK's daily racing program shall begin at 1:00 pm on Thursdays through Sundays.

X.

INTERRUPTED RACING SCHEDULES: FORCE MAJEURE

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

XI.

STABLING AT AND VANNING FROM AUXILIARY STABLING FACILITIES

TRACK shall, at least sixty (60) days prior to the opening of the 2023 Winter Meet, notify the California Horse Racing Board and CTT of the offsite facility(ies) which is/are acceptable to TRACK as the auxiliary stabling facility(ies) so long as such can be accomplished without compensation of any nature whatsoever, direct or indirect, by TRACK to such facility(ies) other than such compensation as provided in the California Horse Racing Law and so long as the facility(ies) is recognized as an approved year-long training facility by the CHRB.

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

CTT and TRACK agree to use their best efforts to cause eligible horsemen to be reimbursed promptly for vanning as provided in Sections 19535(b) and 19605.7(d) of the Business and Professions Code.

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

XII.

ACCESSIBILITY TO TRACK

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

XIII.

ANTI-MONOPOLY PROVISION

TRACK acknowledges CTT's interest in assuring that horsemen will, during the 2023 Winter Meet, have the opportunity to procure and receive supplies, services, utilities, transportation, and other facilities required by the horsemen at a competitive cost or price usually available in a free enterprise marketplace. Accordingly, TRACK agrees not to limit this free enterprise system of competitive service and supply to the horsemen by means of TRACK entering into any agreement or otherwise seeking to establish or impose upon the horsemen a monopoly of restrictive servicemen or suppliers who would have exclusive access to the horsemen's needs or requirements.

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

XIV.

CREDENTIALS

TRACK agrees to provide owner/trainer stickers or other appropriate credentials to all licensed personnel either employed on or with horses stabled on the grounds, at an authorized auxiliary stabling facility, or whose horse has competed or is scheduled to compete at the 2023 Winter Meet.

TRACK further agrees to issue to all CTT Board members, its President, Executive Director, Northern California Manager, Deputy Director, and General Counsel, and members of the CTT Backstretch Employees' Pension Administrative Committee VIP or "official" credentials for the 2023 Winter Meet, including but not limited to, an "official" pin and Turf Club, or equivalent, guest pass. All other CTT authorized personnel, California Horsemen's Safety Alliance, Finish Line Self Insurance Group, Post Time Self Insurance Group, and Edwin J. Gregson Foundation Board Directors, who are not trainers or otherwise covered herein, shall receive an "official" pin.

XV.

TRAINING/STABLING/EMPLOYEE HOUSING FACILITIES

At all times during the 2023 Winter Meet, TRACK will cause the main track to be open at 5:30 a.m. and to remain open until 10:00 a.m. every day of the week.

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

TRACK agrees, while horses are stabled at TRACK during its Meet, to have a manned, operating starting gate for training on the main track.

TRACK and CTT agree that they shall work cooperatively in attempts to assess and remedy any conditions that may adversely affect the main track, and inner track, during the 2023 Winter Meet and while the main track, and inner track, are open for training preceding and following the 2023 Winter Meet. TRACK further agrees to use reasonable efforts to maintain the main track, and inner track, surrounding roads and the barn area in good and safe condition.

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

It is agreed that maintenance and construction work will be restricted during training hours so as not to endanger horses and/or backstretch personnel. It is further agreed that the track and backstretch areas will be kept free of rocks and other injurious debris so long as practicable.

Without approval of the other party, neither party shall make any rules or enforce any conditions that differ from those established by the CHRB.

TRACK shall maintain stabling and keep all stalls in good repair. Stalls shall be maintained in such condition that they are safe, useable and promote the safety and health of the horses, and that of people who work with and have other contact with horses.

TRACK shall provide, free of charge or rent, tackrooms suitable as living quarters in the barn area during the duration of each meet. If TRACK is unable to provide such living quarter tackrooms, then TRACK must provide, free of charge or rent, trailers and trailer space on the fairground premises for the backstretch workers in lieu of the living quarter tackrooms.

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

XVI.

BACKSTRETCH CAFETERIA

During the 2023 Winter Meet, TRACK will cause to be kept open on every racing day a cafeteria located on the backstretch for the patronage and convenience of owners, trainers, and backstretch personnel. The cafeteria shall remain open from 6:00 A.M. until the conclusion of the last live race of the day and from 6:00 A.M. and 2:00 P.M. on non-racing days. Periodic closing for cleaning will apply on all days. TRACK will use all reasonable efforts to maintain the lowest possible pricing for trainers and their employees.

XVII.

TRACK SAFETY

Within a reasonable time following its receipt, not to exceed 72 hours, TRACK agrees to provide or otherwise make reasonably available to CTT for review, and to meet with CTT representatives at mutually agreeable times during each of TRACK's 2023 Winter Meet, or otherwise, to discuss, information concerning the soil or material composition, construction, engineering and remediation of TRACK's main track, and inner track, including, without limitation, to the extent they exist, material laboratory analyses, consultant analyses, daily maintenance protocols and reports, and remediation recommendations. TRACK agrees to provide to CTT on an ongoing basis throughout the calendar year and as set forth above, including any time during which the TRACK may be closed for racing and/or stabling, including such weeks/months when racing is not conducted, any and all testing reports, data or recommendations done by, requested by and/or provided to TRACK, the California Horse Racing Board, Breeders' Cup or other entity. TRACK and CTT mutually agree to grant authorization to each other to obtain and to release to each other any information regarding track testing reports, data or recommendation in the custody, possession or control of the California Horse Racing Board, Breeders' Cup or other entity, upon its receipt by TRACK. CTT agrees to exercise its discretion regarding whether or not to disseminate any such reports received pursuant to this Agreement.

TRACK will make available all horse ambulance reports to CTT, as generated, and no later than on a weekly basis during TRACK's 2023 Winter Meet, as well as the training period before and after the 2023 Winter Meet as provided for in this Agreement.

Within a reasonable time following its receipt, not to exceed 72 hours, CTT agrees to provide or otherwise make reasonably available to TRACK for review, to the extent they exist and are in the possession, control, or custody of CTT, any material laboratory analyses, consultant analyses, daily maintenance protocols and reports, and remediation recommendations. Any CTT employee, agent, or person CTT causes to be on the main track, or inner track must be licensed by the CHRB before said individual enters the main track, or inner track. Additionally, said individual shall follow and comply with all applicable laws, rules and regulations. Moreover, CTT agrees to indemnify and hold harmless TRACK, and its respective affiliates, members, partners, shareholders, officers, directors, employee, attorneys, and agents from and against any and all claims, demands, suits, losses, damages, injuries, liabilities, costs and expenses, including reasonable attorneys fee, that arises as a result of said individual being on the main track, grass

course, or training track. The preceding sentence does not pertain to trainers, exercise riders, jockeys or grooms performing their regular duties relating to training.

XVIII.

SIGNAGE & TRAINERS' PROPRIETARY RIGHTS

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

TRACK and CTT agree that CTT shall have the right to place signs and/or logos of comparable size and design of Thoroughbred Owners' of California (TOC) signs at or near the location provided to TOC for placement of signs and/or logos.

XIX.

FIRE, DISASTER AND GENERAL LIABILITY INSURANCE

TRACK agrees to acquire and pay the premium for a Fire and Disaster Insurance Policy, providing the same coverage or better than that previously obtained through the National Horsemen's Benevolent and Protective Fund. TRACK will, either independently or in conjunction with other racing associations, finance this program without right of reimbursement from any horsemen's organization, or individual owner or trainer. Said insurance is to be provided by a reputable insurance company selected by TRACK which, with certain limitations, protects the owners of horses against the loss of their race horses, tack, etc., due to fire or disaster. CTT and their respective members shall be named as a loss payee under such policy. CTT shall receive a certificate of insurance, including endorsements, amendments, or any other provision or document evidencing or affecting coverage or liability limits. TRACK shall also obtain, under the same terms and conditions set forth herein, a General Liability Insurance Policy which is to name as an additional insured, and be for the benefit of the, CTT, and its member trainers and equine participants who race and/or participate in TRACK's meet at any time during the term of this Agreement.

The obtaining of a fire, disaster and general liability insurance policy by TRACK does not in any way preclude the individual owner or trainer from taking individual legal action against the TRACK that the owner or trainer deems appropriate, or to prevent the owner or trainer from seeking legal action against the TRACK directly as a consequence of any acts, conduct, negligence, or other occurrence attributable to TRACK.

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

XX.

CTT COVENANTS

During the term of this Agreement and as long as TRACK is not in violation of the terms of this Agreement or of applicable law, CTT will not instigate, promote, encourage or engage in any boycott of any race or Race Meeting (except and in the event the track is unsafe for racing) conducted by TRACK while this Agreement is in force and effect.

XXI.

TRACK COVENANTS

During the term of this Agreement and as long as CTT is not in violation of the terms of this Agreement or of applicable law, TRACK shall recognize CTT as the official organization representing the trainers at TRACK's 2023 Winter Meet and shall not file or participate in any action, claim or proceeding seeking the de-certification of the CTT as the official and exclusive representative of California thoroughbred trainers, nor will TRACK engage in a lockout of CTT members.

XXII.

MUTUALITY

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

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

A Horsemen-Management Committee shall be created, composed of such members of the CTT as they may designate and administrative officials to be designated by TRACK. All matters concerning problems of the parties in regards to conditions of the racetrack, the backside, and the health, welfare and safety of the horses, the trainers or their employees, stall applications and applicants, and stabling and vanning, will be referred to this committee in an effort to amicably

and equitably adjust and resolve any problems which may arise. The parties herein shall prepare and agree to a monthly meeting schedule during which grievances and any other issues may be discussed and resolved. If each party notifies the other that no issues will be 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.

XXIII.

DEFAULT

The respective covenants herein contained are concurrent, and no party who is in default of this agreement shall have the right to enforce any covenant hereunder until said default has been cured. If any dispute shall arise hereunder which requires litigation or arbitration, the prevailing party shall be entitled to its costs of suit, including a reasonable attorney's fee.

XXIV.

EXCHANGE WAGERING

TRACK agrees to consult with CTT prior to implementing or offering exchange wagering at TRACK during the term of this Agreement.

XXV.

MISCELLANEOUS

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

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

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

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

25.5 Counterparts: This agreement may be executed in counterparts and each such executed counterpart shall be deemed an original. Execution by TRACK and any one or more

parties shall be deemed a binding agreement as to those executing parties regardless of whether the remaining members have executed a counterpart.

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

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

(a) If to TRACK, to F. Jack Liebau, Vice President, Los Alamitos Racing Association, 4961 Katella Ave., Los Alamitos, CA 90720

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

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

XXVI.

SUCCESSORS AND ASSIGNS

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

XXVII.

MODIFICATIONS

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

XXVIII.

RESERVATION OF RIGHTS

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

XXIX.

BINDING ON ALL SIGNATORIES

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

LOS ALAMITOS RACING ASSOCIATION

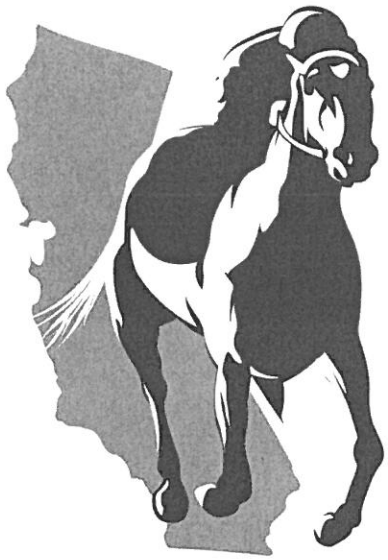
8/24/2023 — F. Jack Liebau

Date — F. Jack Liebau
Vice President

CALIFORNIA THOROUGHBRED TRAINERS, INC.

August 23, 2023 — Alan F. Balch

Date — Alan F. Balch
Executive Director



TOC

Thoroughbred Owners of California

Serving the California Thoroughbred Racehorse Owner

2023

RACE MEET AGREEMENT

BETWEEN

LOS ALAMITOS RACING ASSOCIATION

AND

THOROUGHBRED OWNERS OF CALIFORNIA

December 6, 2023

Through

December 19, 2023

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2023 RACE MEET AGREEMENT

Los Alamitos Racing Association
December 6, 2023 through December 19, 2023

THIS AGREEMENT is entered into by and between Los Alamitos Racing Association (hereinafter referred to as "TRACK") and the Thoroughbred Owners of California, Inc. (hereinafter referred to as "TOC") and becomes effective on the first day of TRACK's 2023 Meeting, except as otherwise provided herein.

RECITALS

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

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

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

AGREEMENT

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

I.

RACE MEET

Except as otherwise provided herein, the provisions of this Agreement shall be applicable only to the Thoroughbred race meeting and/or the Thoroughbred portion of race meeting conducted by TRACK under license from the California Horse Racing Board for the period commencing December 6, 2023 through December 19, 2023, herein referred to as the "2023 Meet".

II

PURSE DISTRIBUTION

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

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

III.

GROSS DISTRIBUTION

Whenever the term "GROSS DISTRIBUTION" is used herein, it shall mean and refer to those portions of the funds handled in TRACK's parimutuel pools which TRACK is required to distribute as purses pursuant to the provisions of this Agreement and the current provisions of the California *Business and Professions Code*, increased by the amount of the underpayment of purses during TRACK's 2023 Meet, if any. The Gross Racing Distribution shall be reduced by up to 1-3/4% to be paid, as directed in writing by TOC, to TOC for NTRA as authorized in Section 19613.05(a) of the California Business and Professions Code.

The Gross Racing Distribution shall include unclaimed refunds ("outs"), if any, from TRACK's 2022 Meet if applicable as provided in Section 19601(d) of the California *Business and Professions Code*.

Gross Racing Distribution does not include amounts paid as owners' premiums, breeders' awards, stallion awards, or California-bred incentive awards pursuant to the provisions of the *Business and Professions Code* Sections 19616 and 19617 actually received by TRACK but does

include decreases as provided in Section 19613.5 to compensate TRACK for actual losses sustained in pari-mutuel minus pools.

IV.

TOC AND CTT DISTRIBUTIONS

In addition to the purse money specified in Paragraph V below, and pursuant to the Horse Racing Law, TRACK will pay to TOC and CTT by three separate checks, two and a half percent (2.5%) of the Gross Distribution to be used as follows: one percent (1%) to TOC and half of one percent (1/2%) to CTT for administrative expenses and services rendered to horsemen (checks payable to TOC and CTT, Inc., respectively), and one percent (1%) for a pension program for backstretch personnel to be administered by CTT (check payable to CTT Backstretch Pension Fund).

Payment shall be made when TRACK determines total purse money generated during the 2023 Meet but in no event longer than 30 days from the close of the 2023 Meet.

V.

NET DISTRIBUTION

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

1. TOC and CTT Distributions paid pursuant to Section 19613(b) of the California *Business and Professions Code;*
2. 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,*
3. Funds authorized for the Cal-bred Maiden Bonus program by Section 19614.4(d) of the California Business and Professions Code (subject to an equal match by the California Thoroughbred Breeders Association).

TRACK will pay and distribute in stakes and overnight purses a sum equal to 95-3/4% of the Gross Distribution and will pay the remaining 4-1/4% as set forth in Articles III and IV. The amounts payable in stakes and overnight purses will hereafter be referred to as "Net Distribution," regardless of any actual underpayment or overpayment of such amounts payable. By way of example only, and solely by way of clarification: If, at said 2023 Meet, TRACK's Gross Distribution was $1,000,000.00, TOC would receive one percent (1%); CTT would receive one-half of one percent (1/2%); CTT Backstretch Pension Fund would receive one percent (1%), and TOC would receive up to 1-3/4% for NTRA. The Net Distribution would be $957,500.00.

TRACK shall, during the 2023 Meet, include in purse money available any underpayment from the 2022 Meet, if any, any unpaid surplus due to horsemen from the SCOTWInc 2 1/2% fund

generated during the 2023 Meet reduced by 4-1/4% and paid to TOC and CTT in the same percentages as provided in Articles IV and V.

VI.

STAKES SCHEDULE

From the total purse distribution available for the 2023 Meet, the amount of horsemen's money paid as stakes shall be in accordance with the schedule attached hereto and made a part hereof as Exhibit "A," unless otherwise agreed upon by TRACK and TOC.

When a division of stakes event is necessary, it is agreed that TRACK will not increase the purse by more than fifty percent (50%) of the purse originally scheduled, provided further, however, that, when a stakes originally scheduled for $75,000 or more is split, each division shall be run for a purse of $60,000. Additional purse money paid as the result of splitting a stakes shall be considered stakes money and shall not be considered overnight monies.

TRACK shall not split a stakes race without first obtaining the written approval of TOC.

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

For all other stakes races offering a purse of $100,000.00 or more, horses competing in such races shall be placed under surveillance for a period of not less than 6 (six) hours in advance of the scheduled start of the race.

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

In the event that any overnight stakes race receives entries from fewer than six (6) separate wagering interests with less than four (4) different trainers, and TRACK desires to cancel such overnight stakes race, TRACK shall inform TOC of its desire reasonably in advance and provide TOC with the names of all horses that did enter. In the event that such a race receives five (5) entries TRACK shall make a reasonable effort to either provide an allowance race at the same conditions or bring the stakes back on a subsequent day.

TRACK shall not cancel any non-overnight stakes race without first obtaining the approval of TOC, which will not be unreasonably withheld.

TRACK agrees to use its best effort to submit a tentative Stakes Schedule for the 2023 Meet to TOC five months, but in no event less than three months, prior to the first day of the 2023 /Meet.

VII.

DAILY MUTUEL HANDLE

Track and TOC agree that based on information available as of April 7, 2023 the current underpayment in the combined purse accounts for the 2022 Thoroughbred and Fair meets, is estimated to be approximately $261,829 (includes allocation by TOC of purse enrichment). It is anticipated that approximately $130,915 (50%) of the estimated underpayment will be used for the Fall Meet and $130,915 (50%) for the Los Alamitos Winter Meet. Depending on the results of these three Meets, adjustments may need to be made in the purse levels of those Meets. The purse levels for the LACF at Los Alamitos Meet have been approved by TOC and the purse levels for the other two Meets will be considered in the negotiation of the Race Meet Agreements of the other two Meets.

Notwithstanding anything to the contrary provided herein, if at any time during the 2023 Meet TRACK estimates that, for any reason beyond the control of the TRACK or TOC, the projected final average daily purse generation will be meaningfully less than the budgeted 2023 average daily purse generation, or in the event the purse projections for the 2023 Meet are higher than the purse money generated for overnight purses, then the purse schedule may be reduced. In such event, TRACK shall have the right, but not the obligation, to reduce purses, provided that any such reduction be applied uniformly to the announced stakes program and overnight purse structure; e.g., if overall purses are reduced by ten (10) percent, then the total stakes program shall be reduced by ten (10) percent, and the total overnight purse schedule, shall be reduced by ten (10) percent. TRACK shall not decrease purses without prior written consent from TOC.

Notwithstanding anything to the contrary provided herein, if it appears to TRACK and TOC at any time during the 2023 Meet that the average daily purse generation will be substantially increased above that which was initially anticipated, the excess shall be utilized to increase overnight purses, unless an increase in stakes is approved by TOC. Any such increases in overnight purses shall occur both retroactively and prospectively.

The Overnight Purse schedule is attached hereto and made a part hereof as Exhibit B. TRACK agrees to obtain prior written approval from TOC with respect to any changes in types of races and purses offered for such races that differ from types of races and purses approved by TOC in Exhibit B.

VIII.

UNIFORMITY AND CONSISTENCY

TRACK and TOC agree to establish consistency and uniformity for overnight purse schedules. The Condition Book for the 2023 Meet shall be submitted to TOC for its approval, prior to its publication. Without the prior written consent of TOC, which will not be unreasonably withheld, TRACK shall not increase nor decrease overnight purses for races which are written for the same quality of horses and substantially the same conditions as those provided in the Condition Book provided, however, that TRACK may make alterations in purse schedules as provided herein in the event of calamitous or substantial unforeseen economic circumstances or acts of God, which cause a substantial or radical effect on the amount of parimutuel handle for the 2023 Meet. Any such changes, however, can be made only after first obtaining the written approval of TOC, which will not be unreasonably withheld.

IX.

RACING PROGRAMS

TRACK may from time to time present overnight-type stakes races to replace what would otherwise have been featured high-purse allowance races. Each such race offered shall be subject to obtaining the prior written consent of TOC, and purse monies paid thereunder shall not be deemed a part of the total stakes purses for the 2023 Race Meet. The owner of each horse entered in such races shall be required to pay a reasonable nomination fee. The same scratch policy shall apply as in normal overnight races.

Without prior consultation and written approval of TOC, TRACK shall not schedule nor use any purse monies for the purpose of conducting an "exhibition" or "match" type race during TRACK's 2023 Meet, other than as provided for herein.

Purses paid for overnight races during the 2023 Meet shall be in accordance with the schedule attached hereto as Exhibit B. TRACK agrees not to change the purses provided in the schedule without first obtaining the prior written consent of TOC. Said changes, if any, shall be applied proportionately across all types and conditions of overnight races.

TRACK further agrees that:

1. The minimum claiming price for maiden Thoroughbreds shall be $20,000.00 provided further that the minimum claiming price offered in Cal-Bred maiden races will be $32,000.00.

2. Races shall be written in such a manner as to not penalize a horse for its maiden win;

3. Purses for Cal-Bred races shall be equivalent to purses paid in "open" races for substantially the same class and conditions.

4. Purses paid for two-and three-year-old horses shall be equal to purses paid for races for older horses for the same type of race;

5. Purses for all overnight races run during the 2023 Meet shall be divided and paid to the owner(s) of the horses finishing first through fifth as follows:

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

Purses for all stakes races run during the 2023 Meet shall be divided and paid to the owner(s) of the horses finishing first through tenth as follows:

- ☐ Fifty-five percent (55%) of the purse to the winning owner.
- ☐ Eighteen (18%) for second;
- ☐ Twelve (12%) for third;
- ☐ Six (6%) for fourth;
- ☐ Four (4%) for fifth;
- ☐ Two (2%) for sixth;
- ☐ One (1%) for seventh and eighth; and,
- ☐ Half (0.5%) for ninth and tenth.

In the event there are not enough starters in a stakes race, and correspondingly finishing purse distributions, to maintain "black type" status pursuant to ICSC guidelines of such a scheduled stakes race, TRACK will notify TOC for permission to redistribute unused finishing purse distributions proportionately to actual starters.

6. A "Participation Purse" in the amount of $500.00 as determined by TOC and funded from the purse account shall be paid to all starters effectively finishing 6th or worse in any race, and to fifth place finishers if their share of the purse is less than the Participation Purse, wherein said fifth place finisher will receive an aggregated maximum of the Participation Purse. For purposes of the payment of such participation purses, a "starter" means any horse that which leaves the gate at the official start of a race and is considered a legal starter by the Stewards.

7. The "date" system as mutually agreed to by TRACK and TOC shall be utilized for purposes of determining which horses have priority when entering races;

8. Reasonable efforts shall be used so as to run an average of not more than one starter allowance race per day;

9. Purses for "Cal-Bred" races shall be equivalent to purses paid in "open" races for substantially the same class and conditions, excluding any CTBA purse supplements;

10. Minimum qualifying claiming levels for purposes of the Cal-bred Race Fund Incentives shall be $40,000.00;

11. Four-furlong races will only be offered and run with purses in accordance with the schedule attached Exhibit B during the 2023 race meet. Purses for 4 furlong races will be evaluated on an annual basis.

12. An amount equal to thirty percent (30%) of the purse paid for finishing first through fifth, inclusive, in any open race, excluding purses for stakes races, starter allowance races and claiming races, but including overnight stakes races, allowance races and non-claiming maiden races shall be paid by TRACK from purse account as an owner premium to the owner of a registered California-bred Thoroughbred horse participating in such a race. An optional claiming race shall be considered to be an allowance race with respect to horses not entered for a claiming price. However, a Cal-Bred horse entered for a claiming price in an allowance race is entitled to the bonus provided for herein for finishing first through fifth. A Cal-Bred who has won its first condition in a race restricted to Cal-Breds is still eligible for its first condition in an open race and is entitled to the owner premium mentioned above. Once a horse has won the first two condition allowance races (Cal-Bred and open), then the Cal-Bred win will be disregarded in future races for eligibility purposes only. The owner premium provided for herein shall be reduced by the amount of the owner premium paid to owners of California-bred Thoroughbred horses finishing first as provided in Section 19614.4(a) and (b) of the California Horse Racing Law;

13. In the event overnight purses are increased during the course of the 2023 Meet, retroactive increases in the Cal-Bred Incentive and Allowance race programs described in this Article will be made, unless otherwise specifically agreed by TRACK and TOC;

14. Appropriate "Finish Line" signage, equal in size and character to any Los Alamitos sign, shall be maintained, at no cost to TOC, in the first position past the finish line during the TRACK's 2023 Meet;

15. Within thirty (30) days following the 2023 Meet, a complete written account of all Paymaster earnings during the 2023 Meet shall be provided to TOC, at no cost.

For purposes of this agreement and/or any other aspect of the race meet to which such terms may apply, "short" shall mean race distances less than one mile and "long" shall mean race distances equal to or greater than one mile.

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

1. TRACK agrees to wash or otherwise clean the racing colors or "silks" of owners with horses competing in the 2023 Meet. Such cleaning shall occur on the day on which the silks are utilized or on the day immediately following their utilization. Such cleaning services will be provided at TRACK's expense without right of reimbursement from TOC, the individual owners, and/or their trainers;

2. The following are the workout criteria that will be in effect for the 2023 Meet. The minimum official, recorded workout distances and number of works for horses to run at the 2023 Meet are as follows:

   (a) For 3 year-olds and up, all first-time starters: three works; one at least 5/8 mile; the other two at least 3/8 mile, and gate approval.

   (b) For 2 year-olds, all first-time starters; two works; one at least 1/2 mile; the other one at least 3/8 mile and gate approval.

   (c) Horses, which have not raced in 90 days: three works with at least two works during the last 60 days and one work during the last 30 days.

   (d) Horses, which have not raced in 60 days: two works, with one during the last 30 days.

   (e) Horses, which have not raced in 30 days: one work at least 3/8 mile within those 30 days.

   (f) Horsemen seeking to enter a horse not meeting the workout criteria must obtain the permission of the Stewards.

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

3. No owner, trainer, or veterinarian may have possession of any shockwave therapy or equivalent device while within TRACK's enclosure during the 2023 Meet, except as expressly authorized by TRACK. Any owner, trainer, or veterinarian found to be in possession of such device(s) during the 2023 Meet may be excluded

from the enclosure for a period of not less than 10 days, at the sole discretion of TRACK. The identity of any owner, trainer, or veterinarian authorized or found to be in possession of such device(s) shall be disclosed to an appropriate representative of the CHRB, TOC, and CTT within 48 hours of the device's authorization or discovery.

4. TRACK agrees to permit the scratch of a bona fide entry when at least six (6) horses are entered in a race, provided the scratch of a bona fide entry is permitted only for the purpose of entry into a subsequent race at the TRACK on either of the next two following days of entries. It is understood by the Parties that all such scratches require the concurrence of the Stewards.

5. TRACK agrees to use an also eligible list containing up to four (4) horses however, in no event will the number of horses drawn for a race including also eligibles exceed fourteen (14).

6. Unless otherwise agreed upon by TRACK and TOC, entries will be taken not less than three (3) calendar days prior to the day on which such entered horses are scheduled to run.

7. The Parties agree that, with regard to the taking of entries, entries submitted by a Jockey's Agent who has been delegated such responsibility by a licensed trainer pursuant to CHRB Rule 1582 are permitted up to 9:30 a.m. on the day of entry, and thereafter shall only be made by the horse's owner, his/her authorized agent, or the trainer.

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

   Further, should TRACK elect to use an Extra over a filled Substitute race, it shall immediately notify TOC and explain the rationale for the decision, in writing.

   Should TRACK desire to conduct more races on any given race day than the proposed number included in TRACKS's approved CHRB license application; TRACK shall first obtain written approval from TOC.

9. Subject to Guidelines of the Orange County Health Department, TRACK shall provide free clubhouse admission to owners with a current valid CHRB license validated by the Racing Department of any Racing Association in California.

10. Subject to Guidelines of the Orange County Health Department, TRACK agrees to provide free clubhouse seating to the owner or owners of a horse competing in a race, on the day of the race.

11. During all periods covered by this Agreement, within 48 hours of receipt of a written request from TOC, TRACK agrees to provide to TOC, in written and/or electronic form, such Incompass services data as is reasonably available and necessary to respond to TOC's request.

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

13. Post Time Self Insurance Group ("Post Time") provides workers' compensation insurance for California jockeys as required by California Horse Racing Law. Post Time has advised the TOC that a Per-Start Fee Deduction from each owner's paymaster account in the amount of $146 (the "Per Start Fee Deduction") is necessary in order to fund the expected workers' compensation costs for jockeys in 2023. Accordingly, TOC hereby authorizes and directs TRACK'S Paymaster of accounts to make the Per-Start Fee Deduction in the amount of $146 from each owner's paymaster account unless Post Time provides TRACK written notice that an owner has opted-out of the Per-Start Fee Deduction. Any such notice of an owner's opt-out must be given by Post Time to TRACK via email delivered to LARA Paymaster Dawn Jackson at lapaymaster@gmail.com and bearing a subject line of "Notification of Owner Opt-Out of Per Start WC Fee". Said notice is only effective upon receipt.

X.

NUMBER OF HORSES IN A RACE

When six (6) horses are entered in an allowance or overnight stakes race under six (6) separate wagering interests, during TRACK's 2023 Meet, and provided such horses are stabled on the grounds or another approved auxiliary offsite stabling facility in Southern California, such race shall be considered filled and shall run. It is further agreed by the parties that the Racing Secretary has the discretion to use overnight stakes, allowance, and/or high priced claiming races with five (5) separate wagering interests in order to maintain a balanced racing program, but is to notify TOC as soon as practical when doing so. For all other overnight races when seven (7) horses are entered under at least seven (7) separate wagering interests, and provided such horses are stabled on the grounds or another approved auxiliary offsite stabling facility in Southern California, such race shall be considered filled and shall run.

XI.

DISTRIBUTION ESTIMATED

Because the total amount available for distribution as stakes and overnight purses is dependent upon the amount of TRACK's parimutuel pools and the breakage, and since the total amount of such pools and breakage will not be known until the conclusion of the 2023 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 2023 Meet, TRACK shall not have paid and distributed in stakes and overnight purses the exact amounts provided for by this agreement and law, then TRACK may deduct from purses an agreed amount of the excess/overpayment from purses during the analogous Race Meeting conducted by TRACK in the succeeding year. Any underpayment shall either be retroactively paid for the Meet or carried over by TRACK to be used as purses during the next Race Meeting conducted by TRACK, as determined by TOC.

The amount carried over for purses, if any, shall accrue interest commencing from the close of the 2023 Meet to the commencement of the next Meet.

XII.

FIRST POST TIME

The first post of TRACK's daily racing program shall begin at 12:30 p.m. on weekends and 1:00 p.m. on weekdays. Should TRACK request a change in post times from their approved license application, TRACK will request written approval from TOC and such approval will not be unreasonably withheld. For all subsequent meets; TRACK shall furnish TOC with a copy of their license application concurrently when they apply to CHRB in order for TOC to have ample time to review and support.

XIII.

TOC COVENANTS

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

XIV.

TRACK COVENANTS

During the term of this Agreement and as long as TOC is not in violation of the terms of this Agreement or of applicable law, TRACK shall recognize TOC as the official organization representing owners at TRACK's 2023 Meet and shall not file or participate in any action, claim or proceeding seeking the decertification of the TOC as the official and exclusive representative of California Thoroughbred owners, nor will TRACK engage in a lockout of TOC members.

XV.

INTERRUPTED RACING SCHEDULES: FORCE MAJEURE

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

XVI.

MAIDEN AND CAL-BRED RACES

Provided that sufficient horses within the following classifications are available upon the grounds or on other grounds which furnish horses for racing at the 2023 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 2023 Meet, and will, in addition, use reasonable efforts to increase the average to 2.6 maiden races per day.

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

A Cal-Bred race shall not be opened up in the event that a sufficient number of Cal-Bred horses are entered to meet the requirements of this Agreement with respect to the minimum number of starters required to fill a race.

XVII.

MUTUALITY

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

A Horsemen Management Committee may be created, composed of such members of the TOC and CTT as they may designate and the President and/or General Manager, the Racing Secretary, and other administrative officials to be designated by TRACK. All matters concerning problems of the horsemen with the TRACK will be referred to this committee in an effort amicably and equitably to adjust and resolve any problems which may arise.

XVIII.

STALL ASSIGNMENTS

In the allocation and assignment of stall space for thoroughbreds, so long as owner and trainer are duly licensed, TRACK will not discriminate in any way against any owner by reason of membership of any owner in TOC or for any reason not associated with the criteria listed below in this paragraph. If any owner asserts that the Stall Committee of TRACK shall have so discriminated on such ground or grounds, then the owner claiming to be so aggrieved shall submit his claim to TOC, for examination, and if TOC shall then believe the claim to have merit, it shall be entitled to present the merits of the grievance on behalf of such owner to TRACK.

Stalls will be allocated and made available, without charge, to those Thoroughbred horses for which stalls have been approved by TRACK's Racing Secretary. Stalls shall be assigned only

to Thoroughbred trainers engaged in the care and training of Thoroughbreds which TRACK has approved and to which TRACK has allocated stalls to prepare for racing. TRACK's obligations to furnish and allocate stalls shall be subject to TRACK's right to withdraw stalls allocated to horses not currently approved for racing or preparation for racing, or not actually training for racing, and to TRACK's needs for access to such stalls for repairs, maintenance and construction.

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

TRACK agrees that its stalls will be ready, available, and allocated, and the track will, with respect to the 2023 Meet, be open, available, and in condition for training at no charge to horsemen at least 10 days prior to the opening day of the 2023 Meet, nor will TRACK be reimbursed for costs of stabling from the SCOTWINC Vanning and Stabling Fund during said period of time.

TRACK agrees that the track will be open, available and in condition for training at no charge to horsemen at least two (2) days following the close of the 2023 Meet, nor will TRACK be reimbursed for costs of stabling from the SCOTWINC Vanning and Stabling Fund during said period of time.

In the event training activities are interrupted by a special event, TRACK agrees to notify TOC prior to execution of any special event agreement (e.g., vendor agreement) to determine a reasonable remedy for the interruption of training.

TRACK agrees that it will keep the track in a safe condition during the 2023 Meet and while the track is open for training preceding and following the 2023 Meet.

XIX.

STABLING AT AND VANNING FROM AUXILIARY STABLING FACILITIES

TRACK shall, at least 60 days prior to the opening of its 2023 Meet, notify the California Horse Racing Board and TOC that approved auxiliary offsite stabling facilities in Southern California will be acceptable to TRACK as auxiliary stabling facilities, so long as such can be accomplished without compensation of any nature whatsoever, direct or indirect, by TRACK to such facilities other than such compensation as provided in the California Horse Racing Law.

TRACK agrees it will provide auxiliary stall applications for horses to be stabled at authorized auxiliary facilities well in advance of the opening of TRACK's 2023 Meet.

TRACK and TOC agree to use their best efforts to cause horsemen to be reimbursed promptly for vanning as provided in the California Horse Racing Law.

TRACK agrees to provide to TOC a written report on the occupancy and/or availability of stalls at TRACK during the ten day period preceding the opening of the 2023 Meet, during the 2023 Meet and for five days following the 2023 Meet.

XX.

ANTI-MONOPOLY PROVISION

TRACK acknowledges TOC's interest in assuring that horsemen will, during the 2023 Meet, have the opportunity to procure and receive supplies, services, utilities, transportation and other facilities required by the horsemen at a competitive cost or price usually available in a free enterprise marketplace. Accordingly, TRACK agrees not to limit this free enterprise system of competitive service and supply to the horsemen by means of TRACK entering into any agreement or otherwise seek to establish or impose upon the horsemen a monopoly of restrictive servicemen or suppliers who would have exclusive access to the horsemen's needs or requirements.

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

XXI.

FIRE AND DISASTER INSURANCE

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

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

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

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

XXII.

ACCESSIBILITY TO TRACK

Stable access stickers will be issued to all TOC Board members and authorized personnel of TOC and will be valid all hours commencing at 10:00 a.m.

XXIII.

DEFAULT

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

XXIV.

BINDING

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

XXV.

INCONSISTENT LANGUAGE

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

XXVI.

OWNERS' PROPRIETARY RIGHTS

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

TRACK acknowledges that, in the context of simulcasting, televising, and the rebroadcasting of races, the proprietary rights created by the collective image of the race belong to all owners participating in a given race meeting subject to applicable law. By virtue of the California Horse Racing Board's recognition of TOC as the official owners organizations, its Rules and Regulations of Racing, and applicable provisions of California and Federal law, TRACK agrees to negotiate exclusively with TOC as to the consensual use of the collective image of the race for purposes of simulcasting, televising, and the rebroadcasting of races. TRACK shall not enter into or seek to enforce any exclusive agreement or contract to simulcast, televise, broadcast or re-broadcast thoroughbred races conducted at TRACK.

TOC, on behalf of all owners participating in TRACK's 2023 Meet, consent to TRACK's use of the collective image for the purpose of promoting, simulcasting, televising, and/or the rebroadcasting of races occurring at the 2023 Meet. TOC consents to TRACK's use of said image without compensation other than that provided by the appropriate provisions of the California Horse Racing Law, the Rules and Regulations of Racing, and/or Federal Interstate Racing Act, excepting races sold by TRACK to network television, cable television, satellite television, closed circuit, computer or interactive wagering, or other commercial enterprises or uses currently developed or to be developed for which TRACK receives compensation, other than that provided by State and/or Federal legislation, including but not limited to, promotional, licensing, or usage fees paid by sponsors. TRACK agrees to obtain TOC's prior consent to such sales or usages and to negotiate a reasonable contribution to overnight purses from the revenues derived by said sale or use. In the event the parties are unable to amicably resolve either the issue of consent or to conclude negotiations with respect to a reasonable contribution, either or both of those issues shall be submitted to binding arbitration before the CHRB Security and Licensing Committee within two weeks after determination that the issue cannot be amicably resolved.

TOC, on behalf of all owners participating in TRACK's 2023 Meet, further agrees that the nomination of or entry of a horse into a race shall be deemed to be authorization for TRACK to use the name, image, or likeness of individual horses for promotion of, attendance at and wagering on such races, whether live or at simulcast locations.

XXVII.

RACE SPONSORSHIPS

TRACK and TOC recognize and agree that race sponsorships are, and continue to be, an important potential source of ancillary revenue and barter. The parties further agree that each

wishes to do all it can to attract and satisfy sponsors as a means to ensure that actual and potential sponsors assess such investment as valuable and consistent with their business objectives.

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

XXIII.

DAILY FANTASY SPORTS

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

XXIX.

INTRASTATE SIMULCASTING

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

XXX.

INTERSTATE SIMULCASTING (EXPORT)

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

TRACK and TOC understand that TRACK may request TOC's consent to simulcast additional races to other interstate satellite locations.

TRACK and TOC agree that Exhibit D to this Agreement may be amended from time to time pursuant to letter agreement executed by TRACK and TOC. Said letter agreement shall include TRACK's request to simulcast to additional satellite locations and TOC's consent thereto. Each request by TRACK shall state the satellite location and the address thereof, the race(s) which

TRACK desires to simulcast (in detail, for example, special races, full cards, etc.), the type of races conducted at the simulcast location, for example, quarter horse racing, standardbred racing, dog racing, thoroughbred racing or mixed meets, (TRACK shall indicate if there is no live racing at the simulcast location) and the consideration that TRACK will receive for simulcasting such race(s). Unless otherwise agreed upon, such consideration shall, after payment of California license fees and breeders' awards, be shared equally for purses and commissions. TOC agrees to use reasonable efforts to respond to each request by TRACK within seventy-two (72) hours after receipt of such request by TOC, excluding Saturdays and Sundays.

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

TRACK and TOC acknowledge that TRACK enters into End User Agreements with interstate simulcast locations. Such End User Agreements provide, in part, that decoder fees shall be paid to TRACK by the interstate simulcast locations. TOC believes that owners are entitled to share fifty percent (50%) of all net decoder revenue received by the TRACK to be used for purses and retroactive payment of purses. TRACK agrees that TOC's consent to simulcast TRACK's races to interstate simulcast locations provided for herein shall not constitute a waiver of TOC's and owners' rights to pursue whatever legal remedies available which TOC and owners may have to obtain fifty percent (50%) of all net decoder revenue (to be used for purses and retroactive payment of purses) received by TRACK during the 2023 Meet and prior meets conducted by TRACK.

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

XXXI.

INTERSTATE SIMULCASTING (IMPORT)

TRACK and TOC desire to import simulcast races from out-of-state locations. The parties expressly agree that any and all interstate/out-of-state simulcasts imports shall be conducted in a manner consistent with that set forth in California law including, but not limited to, Business & Professions Code Sections 19596.2 and 19601(j). TRACK agrees to provide TOC the contents of any proposed oral agreements and copies of proposed written agreements with out-of-state locations from whom TRACK intends to import races for wagering purposes.

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

XXXII.

INTERNATIONAL SIMULCASTING (EXPORT)

TRACK has requested the consent of TOC to the international simulcast of its races as listed on Exhibit E. TOC's consent to the simulcast of the specified races shall be provided in accordance with the terms and conditions of TOC's consent letters.

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

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

XXXIII.

INTERNATIONAL SIMULCASTING (IMPORT)

TRACK and TOC desire to import simulcast races from out-of-country locations. The parties expressly agree that any and all international/out-of-country simulcasts imports shall be conducted in a manner consistent with that set forth in California law including, but not limited to, Business & Professions Code Sections 19596.3 and 19601(j). TRACK agrees to provide TOC the contents of any proposed oral agreements and copies of proposed written agreements with out-of-country locations from whom TRACK intends to import races for wagering purposes.

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

XXXIV.

INTRASTATE ADVANCE DEPOSIT WAGERING ("ADW")

Track has requested the consent of TOC to the simulcast of races conducted at Track during each individual race meet which takes place during the Term for the purposes of intrastate advance deposit wagering by and/or wagering instructions to California licensed advance deposit wagering providers pursuant to California Business & Professions Code, section 19604(b)(1)(C)

and the Interstate Horseracing Act, 15 USC 3001, et. Seq. TOC shall provide its consent on a case-by-case basis for each ADW provider by a separate consent letter.

XXXV.

RECEIVING BARN

TRACK agrees that it will at all times during the term hereof maintain the receiving barn in a clean and orderly condition.

XXXVI.

CHANGES TO RACE AND ELIGIBILITY REQUIREMENTS

Except as expressly authorized herein, absent prior written consent of TOC, TRACK shall not, during the pending race meeting, implement or put in place any change to the overnight purse structures, minimum purses awards, minimum claiming levels, or eligibility requirements, that were utilized during TRACK's 2023 Meet, nor shall TRACK change or modify the conditions of the meeting set forth on TRACK's stall application form or contained within the Condition Books that were utilized during TRACK's 2023 Meet.

XXXVII.

CREDENTIALS

TRACK agrees to provide owner/trainer stickers or other appropriate credentials to all licensed personnel either employed on or with horses stabled on the grounds, at an authorized auxiliary stabling facility, or whose horse has competed or is scheduled to compete at the 2023 Meet.

TRACK shall provide free Clubhouse admission to owners with a current valid CHRB license validated by the Racing Department of any Racing Association in California.

TRACK further agrees to issue to all TOC Board members and its President and Executive Director, VIP or "officials" credentials for the 2023 Meet, including but not limited to, an "official's" pin and Vessels Club, or equivalent, guest pass. All other TOC-authorized personnel, up to a maximum of five (5) shall receive an "official's" credential.

TRACK agrees to provide to the owner or owners of a horse competing in a race, on the day of the race, at a minimum, free clubhouse seating for a maximum of eight (8) persons per horse competing.

XXXVIII.

FUTURE RACE MEET AGREEMENTS

TOC will submit a Race Meet Agreement for the Next Year Meet to TRACK at least three (3) months prior to the first (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 a good faith effort to reach agreement on the Race Meet Agreement for the Next Year Meet and, if no such agreement can be reached within 30 days after receipt of the original objections TOC and TRACK shall submit such objections for hearing before the CHRB pursuant to Article XVI herein.

XXXVIX.

NOTICES

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

(a) If to TRACK:

Mr. Jack Liebau
Vice President
Los Alamitos
4961 E. Katella Avenue
Los Alamitos California 90720

(b) If to TOC:

Mr. William A. Nader
President & CEO
Thoroughbred Owners of California
285 W. Huntington Drive
Arcadia, CA 91007

XL.

SUCCESSORS AND ASSIGNS

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

XLI.

MODIFICATIONS

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

XLII.
INTERPRETATION

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

XLIII.
RESERVATION OF RIGHTS

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly-authorized officers.

LOS ALAMITOS

Dated: _____

Mr. Jack Liebau - Vice President

CATHY MONJI DIRECTOR FOR JACK LIEBAU

THOROUGHBRED OWNERS OF CALIFORNIA, INC.

Dated: _____

William A Nader

Mr. William A. Nader – President & CEO

EXHIBIT A

2023 STAKES SCHEDULE

EXHIBIT B
2023 OVERNIGHT SCHEDULE

EXHIBIT C
FIRE & DISASTER INSURANCE

Attached Hereto

EXHIBIT D
INTERSTATE SIMULCASTS

EXHIBIT E
INTERNATIONAL SIMULCASTS

3rd PARTY LASIX ADMINISTRATION AGREEMENT

This 3rd Party Lasix Administration Agreement (this "Agreement") is entered into as of June 2, 2023 (the "Effective Date") by and between Los Alamitos Racing Association ("TRACK"), the Thoroughbred Owners of California, Inc. ("TOC"), and the California Thoroughbred Trainers, Inc. ("CTT") and each individually a "Party" and collectively the "Parties".

RECITALS

A. CHRB Rule 1845 requires that the Parties enter into an agreement to provide for race-day furosemide administration.

B. CHRB Rule 1845 further requires that the agreement described TRACK's program for the administration of race day furosemide, the minimum level of staffing necessary to carry out the program, and the projected costs to horsemen for such administration.

C. The Parties intend for this Agreement to comply with and satisfy the requirements of CHRB Rule 1845.

AGREEMENT

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

1. **TERM** This Agreement shall take effect on June 2, 2023 and shall continue through December 31, 2023 (the "Term"). If the Parties have not entered into a new agreement which satisfies the requirements of CHRB Rule 1845 prior to the conclusion of the Term, the terms and conditions set forth in this Agreement shall continue to remain in effect and binding on the Parties after the Term until such time that the Parties enter into such a new agreement or until any Party terminates this Agreement upon twenty-four (24) hours' notice.

2. **COST TO HORSEMEN** The owner shall pay to TRACK (on a per administration basis) an amount equal to thirty-five dollars ($35) for the administration of race day furosemide to such owner's horse ("Lasix Administration Fee"). The Paymaster of Purses will deduct the Lasix Administration Fee from such owner's purse account and remit it to TRACK. By way of this Agreement, all owners hereby consent for the Paymaster of Purses to deduct the Lasix Administration Fee from such owner's purse account and remit it to TRACK. TRACK may increase the Lasix Administration Fee if there is a material increase in cost to administer the race day furosemide program; provided, however, that such increase must first be approved, with such approval not being unreasonably withheld, by the TOC.

3. **NUMBER OF VETERINARIANS AND TECHNICIANS** TRACK shall initially hire two (2) furosemide veterinarians and two (2) furosemide veterinary technicians to administer the race day furosemide. The furosemide veterinary technicians shall report to the furosemide veterinarian. If TRACK decides, after consultation with the TOC and CTT that additional furosemide veterinarians or furosemide veterinary technicians are necessary for the proper and orderly administration of race day furosemide, TRACK shall hire such additional number of furosemide veterinarians or furosemide veterinary technicians as it deems necessary.

4. **RACE DAY LASIX ADMINISTRATION PROGRAM**

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

b. The syringe used to administer the furosemide shall be placed in an evidence/biohazard tamper-proof bag which will be sealed in front of the witnesses. The witnesses shall sign the sealed evidence/biohazard tamper-proof bag. The sealed and signed evidence/biohazard tamper-proof bag containing the syringe will be delivered to the CHRB. The TOC and CTT, each jointly and severally, agree to indemnify TRACK and its affiliates, members, partners, shareholders, officers, directors, employees, attorneys and agents, from and against any and all claims, demands, suits, losses, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising from or related to any and all acts taken or not taken by the CHRB, tampering, contamination, loss, destruction, theft and any and all other actions or inactions related to the evidence bag and/or syringe after TRACK has delivered the evidence bag and syringe to the CHRB.

c. Additional terms and conditions of the Race Day Lasix Administration Program are attached as Exhibit A and Exhibit B which are hereby incorporated into this Agreement.

5. **TOC and CTT COVENANTS**

a. The TOC covenants that it will take all steps necessary to ensure that all Thoroughbred owners take all steps necessary to comply with: i) the terms of this Agreement and ii) all statutes, laws and regulations which are necessary for the Thoroughbred owner to comply with in order to effectuate the purpose of this Agreement.

b. The CTT covenants that it will take all steps necessary to ensure that all Thoroughbred Trainers take all steps necessary to comply with: i) the terms of this Agreement and ii) all 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, TRACK, TOC and CTT agree that copies of this Agreement sent by email (in PDF or similar format) or fax, and the signatures thereon, shall be deemed valid executed originals of this Agreement.

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

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

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

LOS ALAMITOS RACING ASSOCIATION

By: Jack Liebo
Name:
Title: V-P

THOROUGHBRED OWNERS OF CALIFORNIA, INC.

By: Jordyn Egan
Name: Jordyn Egan
Title: Executive Director

CALIFORNIA THOROUGHBRED TRAINERS, INC.

By:
Name:
Title:

3rd PARTY LASIX ADMINISTRATION AGREEMENT

1. **EXHIBIT A**
   LOS ALAMITOS FUROSEMIDE PROTOCOL – ATTACHED

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

EXHIBIT A

LOS ALAMITOS FUROSEMIDE PROTOCOL

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

1. Race day furosemide shall only be administered by the furosemide veterinarian or furosemide technician. Any horse which receives race day furosemide from any person other than the furosemide veterinarian or furosemide technician shall be scratched from the race.

2. All horses to be administered race day furosemide must be registered on the CHRB authorized bleeder medication list even if they have raced in other jurisdictions on race day furosemide.

3. The Stewards shall scratch a horse if they are unable to determine that a horse on the authorized bleeder medication list has been administered furosemide prior to a race, or that furosemide was administered to a horse less than four hours prior to the post time of a race that horse is entered to run.

4. Furosemide is the only authorized race day medication at a single IV dose between 150mg-250mg (3cc to 5cc). A horse registered to be administered furosemide shall receive 250 mg of furosemide intravenously unless an alternative dose of not less than 150 mg and not more than 250mg has been determined after consultation between the trainer, owner, or owner's veterinarian, and the furosemide veterinarian.

5. A horse registered on the official authorized bleeder medication list must remain on the list unless the trainer or owner's veterinarian requests the horse be removed. The request must be made using the applicable CHRB form, and which must be submitted to the official veterinarian and approved prior to the time of entry. A horse removed from the authorized bleeder medication list may not be placed back on the list for a period of 60 calendar days unless the official veterinarian determines it is medically necessary for the horse. If a horse is removed from the authorized bleeder medication list a second time in a 365-day period, the horse may not be placed back on the list for a period of 90 calendar days.

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

7. The trainer of any horse to be entered in a race at Los Alamitos 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 Los Alamitos or have arrived at Los Alamitos 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 Los Alamitos 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 Los Alamitos or have not arrived at Los Alamitos 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 Los Alamitos 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 Los Alamitos 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 Los Alamitos 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 Los Alamitos, if the horse is not stabled at Los Alamitos, Los Alamitos security officers which are assigned to the gate(s) through which horses arrive from other locations shall maintain a log depicting the horse's name, time of arrival, scheduled race number and post time. In the event that a horse arrives less than five (5) hours prior to the scheduled post time for its race, the security officer shall notify the Stewards and racing secretary of the late arrival.

EXHIBIT B
MEDICATION ADMINISTRATION PROTOCOL

1. Furosemide 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 verify that:

   a. All furosemide eligible horses are assigned to a veterinarian or technician.
   b. Only one furosemide veterinarian or technician is assigned to each horse.
   c. Furosemide ineligible horses are not assigned for furosemide treatment.
   d. Scratches, medication status changes and stall assignments changes are accurately recorded by all.

3. Furosemide shall be administered only after: a) the trainer, owner, or the owner's veterinarian has consulted with the furosemide veterinarian regarding the condition of the horse, and b) the furosemide veterinarian has examined the horse sufficiently to establish a veterinary-client-patient relationship in accordance with 16 CCR 2032.1.

4. Furosemide administration shall be performed in the horses' stalls between 4 ½ to 4 hours prior to the published post time for the race in which the horse is entered. Veterinarians, or technicians, are not to administer furosemide after the 4 hour deadline unless authorized by the Stewards.

5. If a horse is not in its assigned barn/stall when treatment is attempted, the veterinarian, or technician, is to promptly notify the furosemide coordinator who shall contact the Stewards (to have them determine the location of the horse) and then advise the veterinarian, or technicians, of the horses' status / location.

6. If no attendant is present, the horse will not be treated. The veterinarian, or technician, will radio the furosemide coordinator who shall notify the Stewards and request instruction.

7. Administration of the medicine.

   a. The furosemide veterinarian, or technician, shall:

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

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

furosemide coordinator shall notify the Stewards and inform the veterinarian, or technician, of the Stewards instructions.

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

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

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

i. Catch and hold the horse.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

i. Time of administration.
ii. Barn/stall (if not previously noted)
iii. Furosemide dose.
iv. Attendant's California CHRB license number or Stable Badge number. If the attendant has no form of photo identification, the veterinarian will inform the furosemide coordinator who will notify the Stewards.

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

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

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.

Recoverable Signature

X Jack Liebau

Signature

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

Jack Liebau	Vice President	
Print Name	Print Title	Date

Agenda Item 4

STAFF ANALYSIS

DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE LOS ALAMITOS QUARTER HORSE RACING ASSOCIATION AT LOS ALAMITOS RACE COURSE, COMMENCING DECEMBER 20, 2023, AND CONTINUING THROUGH DECEMBER 24, 2024

Regular Board Meeting
November 16, 2023

Application: Los Alamitos Quarter Horse Racing Association at Los Alamitos Race Course

Breeds: Quarter Horse

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

DECEMBER 2023						
Sun	**Mon**	**Tue**	**Wed**	**Thu**	**Fri**	**Sat**
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10	11	12	13	14	15	16
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31						

JANUARY 2024						
Sun	**Mon**	**Tue**	**Wed**	**Thu**	**Fri**	**Sat**
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FEBRUARY 2024						
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MARCH 2024						
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APRIL 2024						
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JUNE 2024						
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JULY 2024						
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AUGUST 2024						
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SEPTEMBER 2024						
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OCTOBER 2024						
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NOVEMBER 2024						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
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DECEMBER 2024						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
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29	30	31				

Required Information	Status	Comments	CHRB Rule/Law
Off-Site Auxiliary Stabling	☒ Accepted ☐ Follow Up Required ☐ Outstanding	No auxiliary stabling needed.	Rule 1420(q)
Stabling and Vanning Agreement	☒ Accepted ☐ Follow Up Required ☐ Outstanding	No auxiliary stabling needed.	BPC 19607.1
Fire Clearance	☒ Accepted ☒ Follow Up Required ☐ Outstanding	Fire clearance valid through 03/22/24;45-day exemption to Rule 1927 received 09/22/23.	Rule 1927
Backstretch Inspection	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Backstretch inspection completed 11/07/2023.	Rule 2102
Track Safety Inspection	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Track safety inspection completed 11/06/2023.	Rule 1471(g)
Workers' Compensation Insurance	☒ Accepted ☒ Follow Up Required ☐ Outstanding	Acord Insurance. Valid 01/01/23 through 01/01/24.	Rule 1501
Horsemen's Race Meet Agreements	☒ Accepted ☐ Follow Up Required ☐ Outstanding	**Pacific Coast Quarter Horse Racing Association** – received 10/16/23.	Rule 2044
CHRB Policies	☒ Accepted ☐ Follow Up Required ☐ Outstanding	**Inclement Weather Policy** – received 8/10/23. **Concussion Protocol Policy** – received 9/22/23. **Track Emergency Procedures** – received 9/22/23.	
Wagering Information	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 204-206	BPC 19599
Emergency and Security	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 227-239	BPC 19481.3

Veterinary Services	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See page 207	Rule 1481 Rule 1840 Rule 1841
ADW Providers and Horsemen's Approvals	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 209-217	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	Rule 1439 Rule 1470 Rule 2046 Rule 1481 BPC 19490 Rule 1433 Rule 1437

RECOMMENDATION: Staff recommends approval; application satisfactorily meets requirements for licensure.

Los Alamitos

QUARTER HORSE RACING ASSOCIATION

October 5, 2023

Scott Chaney

Executive Director

California Horse Racing Board

1010 Hurley Way, Suite 300

Sacramento, CA 95825

Dear Mr. Chaney,

During its 2024 Race Meet, Horsemens Quarter Horse Racing Association hereby agrees to adhere to the CHRB Track Veterinarian Emergency Procedure protocols, as posted on the CHRB website.

Sincerely,

Cathy Monji

President

Horsemens Quarter Horse Racing Association

Track Veterinarian Emergency Procedures

The California Horse Racing Board

Dr. Jeff Blea
Dr. Tim Grande

Preamble

Racehorse injuries that occur on the track during racing and training present a unique set of circumstances that require immediate action contingent upon on well-designed, established protocols to facilitate treatment and management of the injured horse. The intent of this document is to serve as a code of standards or "Best Practices" for treating and managing the injured horse on the racetrack. It is predicated on communication and coordination of protocols by the Track (Regulatory) Veterinarian during an emergency on the racetrack. Track personnel should be trained as part of the overall injury management plan to rapidly respond in case of an incident.

Duties of the Racing Veterinarian

The Racing Veterinarian shall examine each horse when it is first entered to race at the race meeting, and they shall report to the stewards any horse which in their opinion is not of the age or condition which is satisfactory for the type of racing to be conducted at the meeting. The stewards may declare any such horse so reported as ineligible to be entered or started at the meeting until such time as the Racing Veterinarian certifies such horse to be race ably sound. The Racing Veterinarian shall be present in the paddock, on the racecourse, and at the starting gate (except when weather or the racing surface prevent the Racing Veterinarian from getting to the starting gate) during the saddling, the parade, and until the horses are dispatched from the gate for the race, and they shall examine any horse when there is a question as to the physical condition of such horse. They shall report any horse which in their opinion is incapable of physically exerting its best effort to win to the stewards who may declare such horse from the race. The Racing Veterinarian shall examine any horse which appears in physical distress during the race, at the finish of the race and they shall report such horse together with their opinion as to the cause of the distress to the stewards and to the official veterinarian. The Racing Veterinarian has the authority to treat any horse in event of an emergency, accident, or injury, and they are authorized to humanely destroy any horse which in their opinion is so seriously injured that it is in the best interests of the horse to so act, and every horse owner and trainer in participating in a race in this State does consent thereto. The Racing Veterinarian shall recommend to the official veterinarian those horses which by reason of physical disability should be placed on the Veterinarian's List and they may recommend removal from the list of those horses which in their opinion can satisfactorily compete in a race.

The Racing Veterinarian shall have direct reporting responsibility to the official veterinarian and the Board of Stewards and in exercising their duties under this section shall make required reports to the official veterinarian and the Board of Stewards as provided herein. No licensed official or other employee of the Association or fair, or any other licensee, shall have authority to override or interfere with that reporting responsibility or the proper exercise of the duties and responsibilities of the Racing Veterinarian. **(CHRB Rule 1561)**

Equine Ambulances

The equine ambulance must be able to mobilize quickly and be able to maneuver on different types of racing surfaces in all weather conditions. It should have the ability to lower the chassis for easy loading and unloading of the injured horse from the rear of the ambulance. Additionally, a side on/off ramp is useful in certain situations and should be utilized as circumstances dictate. It should also have a sliding center partition to stabilize a horse if needed and a barrier in the front to provide a safe area for personnel. The ambulance should be equipped with a heavy-duty motorized winch to pull in a mat with a recumbent or deceased horse. All supplies and equipment should be checked prior to the race meet, and on a weekly basis thereafter to ensure readiness for use. The equine ambulance shall contain, but not limited to, the following items:

1. Halters and lead shanks
2. Ice, water, buckets, sponges and sweat scrapers
3. Blanket or tarp for covering a deceased horse until transport

4. Mat or rescue sled for transport of recumbent horse
5. Trauma helmet

Emergency Kit

Track veterinarians shall carry an emergency kit with them, or in the chase vehicle, as part of their equipment. An emergency box containing bandages, a halter, and shank should also be placed in the paddock. Screens and a tarp or blanket should be readily accessible in the paddock and in the chase vehicle or horse ambulance. The emergency box, emergency kit, cooling blanket, multiple Kimzey splints, recovery helmet, screens, halter, and shank may be loaded on the utility vehicle for the races. Screens should also be available at the finish line area. All emergency kits containing pharmaceuticals shall be stored in a secure manner according to Federal and State Guidelines when not in use.

Emergency Kits should contain, but not limited to, the following:

1. Sedative (Detomidine, Xylazine, Butorphanol, Ketamine)
2. Short-acting corticosteriod (Solu Medrol)
3. Euthanasia solution (Pentobarbitol/ Phenytoin and Succinylcholine). Note: Euthanasia solution should be segregated and distinctly marked without obscuring the manufacturer's label. A large bore needle is recommended for rapid delivery.
4. Needles and syringes (14G,16G, 18G, 20G needles & 3cc, 6cc, 12cc, 60cc syringes)
5. Non-adhesive pads and vet wrap
6. Stethoscope
7. Vacutainer tubes and needles to collect blood samples
8. Chip ID reader
9. Light Source

Injury Management

When the injured horse is on the racetrack, the track veterinarian oversees all operations and procedures related to the health and safety of the horse. Once the horse is removed from the track, the care and custody of the injured horse should be immediately referred to the horse's attending veterinarian for further care.

When an injury occurs on the track, the track veterinarian shall call the equine ambulance. The track veterinarian shall formulate the proper response regarding medications, transportation, and splinting. The equine ambulance response shall be as quick as circumstances allow. The track veterinarian shall establish control of the horse by chemical and physical restraint to mitigate public view and interference and protect personnel and the horse from further injury. An individual who is experienced with horse handling shall be in attendance with the track veterinarian. Other individuals may be required to assist the situation and their involvement is at the discretion of the track veterinarian. The track veterinarian will direct activities of any individuals assisting in the care of the injured horse. It is paramount that the track veterinarian is the primary source of all communications.

Any horse injured on the racetrack will be loaded into the horse ambulance and transported to a designated location determined by the track veterinarian. In the event of multiple incidents on track, the triage will be determined by the track vet. Two horses may be transported off the track in the same ambulance if deemed appropriate and safe by the track veterinarian. The track veterinarian may stay with the affected horse(s) until the case is transferred to the practicing veterinarian if necessary.

Catastrophic Injury Management

Prompt response to a catastrophic injury is mandatory. The track veterinarian should make every effort to load the injured horse into the ambulance prior to euthanasia provided the welfare and safety of the horse are not compromised. Blood samples shall be procured prior to euthanasia, circumstances permitting, and submitted along with hair samples for analysis. If loading is not possible, screens should be deployed. Horses shall be placed onto a mat and then loaded into the ambulance with the aid of a mechanical winch. Horses that expire on the racetrack shall be screened from public view and covered, if necessary. The designated area for deceased horses shall be enclosed, completely screened, and secured. Transportation of the deceased horse to the necropsy lab shall be completed in a timely manner and is the responsibility of the track operator. Requests for a postmortem shall be filed with the official veterinarian within one hour of the death and shall be submitted on a Necropsy Submission Form.

Multiple Incidents in the Same Race

When there are multiple injuries in a race or an accident involving multiple horses, it is imperative that the track veterinarian take control and communicate to all emergency personnel. A second ambulance shall be prepared to be utilized at the discretion of the track veterinarian. Delegation of duties and injury management is the responsibility of the track veterinarian. Quick assessment of the situation is needed to provide directions for ambulance response, screening personnel, and emergency management of the injured horse. Communication and cooperation of all personnel is critical.

Heat Stroke

When the temperature requires it, the track veterinarian and safety steward should perform a racetrack assessment of supplies to assist in the cooling of horses. Hoses, ice tubs, ice on utility vehicles, a water hose on the ambulance, cooling blankets, and rubbing alcohol should be available. The veterinarian should ensure that equipment and individuals are trained and available to aid horses suffering heat exhaustion/heat stroke. Treatment of horses may be warranted, and necessary medications and necessary supplies should be readily accessible. The symptomatic horse loaded into an ambulance represents a substantial safety hazard to itself as well as the handlers present and should only be loaded once it is deemed safe for the horse and handler. Cooling stations shall be accessible and available on track for horses after unsaddling.

Equine Injuries

Equine athletes must pass a pre-race veterinary inspection. The inspection consists of an extended observation period during which horses are viewed in motion, given a hands-on exam, and observed in the paddock, the post parade, and at the starting gate. The track veterinarian has the authority to recommend scratching any horse to the stewards at any time before the start of the race. In this instance, clear and precise communication must occur with the stewards. Furthermore, all horses in a race are continually observed prior to, and including, the time they are entered into the starting gate.

When a horse experiences an injury on the racetrack, the horse must first be stabilized and examined. A determination of the type and severity of the injury will be made by the track veterinarian when attending to the injured horse. The track veterinarian will determine the action plan based on the injury, and a decision to transport the horse off the track or euthanize a horse on the track is at the discretion of the track veterinarian. The welfare of the horse and safety of all personnel must remain a priority.

Once a horse is transported off the racetrack, the attending veterinarian will assume control of the injured horse. Communication between the track vet and attending vet will enhance treatment options for care and management. All medical and surgical options shall be considered and communicated with the trainer, and owner if available. The care and treatment are predicated on what is best for the individual horse, and that standard is paramount.

LOS ALAMITOS
RACE COURSE

September 11, 2023

Mr. Scott Chaney
Executive Director
CALIFORNIA HORSE RACING BOARD
1010 Hurley Way, Suite 300
Sacramento, CA 95825

Dear Mr. Chaney:

Los Alamitos Quarter Horse Racing Association ("LAQHRA") is aware of the "Concussion Management and Return to Ride Guideline" that appears on the CHRB website. LAQHRA hereby agrees to abide by and adopt such protocol throughout our upcoming 2024 meet.

Truly yours,

Edward C. Allred
CEO/Owner

4961 Katella Ave. • Los Alamitos, CA 90720 • ph 714-820-2800 • fax 714-820-2820

Concussion Management and Return to Ride Guidelines

The Horseracing Integrity and Safety Authority's Racetrack Safety Rule 2192 requires the implementation of a Concussion management program for Jockeys. Consistent with those requirements, licensed racing associations and jockeys are responsible for the following:

1. Identifying an individual professionally trained in concussion testing to perform baseline concussion assessment of all jockeys and training the on-site medical team in return to ride guidelines.
2. Ensuring that staff and officials are trained in the identification of a potential concussion and ensuring the written protocols are available.
3. Confirming that all jockeys, prior to riding at a meet, have a baseline concussion assessment administered by a health care provider. Baseline concussion assessments must be completed prior to July 1, 2022, and annually thereafter barring a head injury within that time. If the baseline assessment has not been performed at the current track or completed at another track within 12 months, a baseline assessment is required prior to riding.
4. All jockeys should maintain an active account in the Jockey Health Information System (JHIS). A Jockey's Guild representative or member of the Jockey Club's InCompass staff can assist in providing the jockey a username and password to create an account. A track representative and/or medical health care provider(s) should also be given login credentials to access jockey health information. It is the jockey's responsibility to maintain his/her personal information and update injuries including race and non-race related incidents. The association should confirm that each jockey riding at its meet has his/her baseline assessment on file in the JHIS.
5. Establishing that the baseline assessment consists of a symptoms checklist and the Sport Concussion Assessment Tool -5th Edition (SCAT-5) Standardized Cognitive and Balance Assessment.
6. Ensuring that if an accident occurs in which a concussion is possible, the jockey should be immediately evaluated by the health care provider, who is professionally trained in concussion management, to determine the extent of the injury and whether or not emergency management transportation to a trauma center is necessary.
7. Requiring the jockey to undergo an evaluation prior to returning to ride after any incident where a jockey sustains a fall or exhibits signs, symptoms, or behaviors consistent with a concussion. A fall includes, but is not limited to, a jockey falling from a horse and landing on any body part other than his or feet or falling from a horse at any speed faster than a trot.
8. Ensuring that a fallen rider who does not follow up with a physician, or refuses care altogether, they will lose their riding privileges at the track.
9. Establishing Concussion protocols that include but are not limited to:
    a. The concussion evaluation: (Should be evaluated in a quiet environment, i.e. First Aid room)
        i. Symptom assessment
        ii. Physical and neurological examination

iii. Administration of SCAT-5 and compared to baseline for cognitive assessment and balance exam
iv. Clinical/physical assessment for cervical spine trauma, skull fracture, and intracranial hemorrhage (bleeding)

b. The evaluation shall be administered by the medical advisor or health care professional who has been trained in the evaluation and management of concussion.
c. If after assessment of the athlete, the medical advisor does not think or suspect that a concussion has occurred a recommendation may be made for the jockey to return to ride.
d. If after assessment of the jockey, the medical advisor or paramedic suspects that further evaluation and time is needed to make a decision, the jockey will be held out until further evaluation can occur and medical judgement can be made whether to return to ride. The diagnosis of a concussion will be made if the Glasgow Coma Score is less than 15, the athlete exhibits any symptoms, signs or behaviors consistent with concussion, the SCAT-5 is abnormal compared to the baseline or the diagnosis is in doubt. The jockey will be removed from competition until evaluated by a concussion specialist and managed until the concussion has resolved. Repeat SCAT-5 testing will also be administered and used to help manage the concussion. The jockey will not return to ride until receiving a written release from the health care provider with experience in concussion evaluation and management. The medical advisor or paramedic may determine at any time that the jockey requires further assessment at a hospital.

10. Ensuring that a jockey replaces his or her helmet in the event of impact to the helmet, regardless of whether or not a concussion is ultimately diagnosed.
11. Annually requiring each jockey to acknowledge in writing that they are aware of the Concussion protocols in place for the facility at which they are riding.
12. Providing standardized "Return to Ride Guidelines" to the jockey following the diagnosis of a concussion.
13. Requiring use of a "Return to Ride Authorization Form" signed by a medical professional in order for a jockey to return to ride after being removed due to a suspected concussion.
14. Notifying stewards when a jockey is not permitted to ride and when a Jockey has been authorized to return to riding.

RETURN TO RIDE AUTHORIZATION FORM

MEDICAL AUTHORIZATION TO RETURN TO PLAY WHEN A JOCKEY HAS BEEN REMOVED DUE TO A SUSPECTED CONCUSSION OR INJURY

This form shall serve as the authorization that the physician or licensed medical professional has examined the jockey and has cleared the jockey to return to participation. The location of the incident was _____and the date of the incident was _____. The physician or licensed medical professional must complete this form and submit to the medical personnel or stewards at the returning racetrack prior to the jockey's resumption of participation in practice and/or competition.

Head Injury (e.g., Concussion)

I, _____ , have examined the following jockey, _____, who was removed from riding due to exhibiting signs/symptoms/behaviors consistent with a concussion. I have examined this athlete, provided an appropriate return to riding, if necessary, and determined that the jockey is cleared to resume participation on this date _____.

Other Injury (e.g., Orthopedic, Internal, Neurological, Ophthalmology)

I, _____ , have examined the following jockey, _____, who was removed from riding due to an injury to _____. I have examined this athlete, provided an appropriate return to riding, if necessary, and determined that the jockey is cleared to resume participation on this date _____.

Signature of Medical Professional:_____

Date: _____

CONCUSSION INFORMATION and PROTOCOLS FOR LICENSED JOCKEYS

Each jockey, licensed to ride in the State, shall be provided a copy of this document to read and sign, acknowledging he or she has been advised of the protocols in place regarding Concussion Management.

All licensed jockeys shall have a baseline concussion assessment annually, to be administered by a recognized health care provider. Additionally, in the event of an injury, a jockey shall provide an updated baseline concussion assessment.

CONCUSSION FACTS

- Concussion is a *brain injury* that alters the way your brain functions
- Concussion can occur from a blow to the head/or body:
  - following a fall from horse and hitting your head or even from a whiplash motion
- Most concussions occur without being knocked unconscious
- *Severity of injury depends on many factors* and is not known until symptoms resolve and brain function is back to normal
- *All concussions are not created equally*. Each rider is different, and all injuries should be evaluated by your team medical staff.

CONCUSSION SYMPTOMS

- Different symptoms can occur and may not show up for several hours. *Symptoms may worsen with physical or mental exertion (e.g. lifting, computer use, reading, etc.)*

Common symptoms include:

- Confusion
- Headache
- Amnesia/ difficulty remembering
- Balance Problems
- Irritability
- Dizziness
- Difficulty Concentrating
- Feeling Sluggish, Foggy, or Groggy
- Nausea
- Sensitivity to Noise
- Sensitivity to Light
- Slowed Reaction Time
- Feeling More Emotional
- Sleep Disturbance
- Loss of Consciousness
- Double, Blurry, or Fuzzy Vision

WHY SHOULD I REPORT MY SYMPTOMS?

- Your brain is the most vital organ in your body
- Riding while still experiencing symptoms can prolong the time it takes to recover, and could put you or other riders at risk of a significant injury due to difficulty making good decisions and having slower reaction time
- Unlike other injuries, there may be significant consequences to "riding through" a concussion
- Repetitive brain injury, when not managed promptly and properly, may cause permanent damage to your brain

CONCUSSION INFORMATION and PROTOCOLS FOR LICENSED JOCKEYS

WHAT SHOULD I DO IF I THINK I HAVE HAD A CONCUSSION?

1. REPORT IT. Never ignore symptoms even if they appear mild. Look out for your fellow jocks. Tell your Race Track Physician if you think you or another rider may have a concussion
2. GET CHECKED OUT. Your team medical staff has your health and well-being as its first priority. They will manage your concussion according to best practice standards which include being fully asymptomatic, both at rest and after exertion, and having a normal neurologic examination, normal neuropsychological testing, and clearance to play by the team medical staff.
3. TAKE CARE OF YOUR BRAIN. According to the CDC, "traumatic brain injury can cause a wide range of short or long term changes affecting thinking, sensation, language, or emotions." These changes may lead to problems with memory and communication, personality changes, as well as depression and the early onset of dementia. Concussions and conditions resulting from repeated brain injury can change your life and your family's life forever.

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR MEDICAL PROVIDER

In the event there is reason to believe you suffered a concussion, you and your family will be provided with additional take home instructions. In order to insure a safe return to ride, you will need to comply with the Return to Ride Protocol. It is a protocol made of 5 steps that makes sure that your brain recovers appropriately. These steps may vary slightly, but essentially after you are symptom free for 24-72 hours, depending on severity, you may start "Return to Ride" protocol.

Additionally, before returning to ride, all jockeys who have been diagnosed with a concussion must have written clearance from a medical health care provider, trained in concussion management.

I _____ have read and understood this concussion form that is presented to me today. I am aware that at the conclusion of reading this form that I have the opportunity to ask the medical staff any questions/concerns I may have.

_____	_____	_____
Print Name	Signature	Date

Adapted from www.cdc.gov/Concussion. For more information about concussion, please visit www.cdc.gov/Concussion

LOS ALAMITOS
RACE COURSE

September 11, 2023

Mr. Scott Chaney
Executive Director
CALIFORNIA HORSE RACING BOARD
1010 Hurley Way, Suite 300
Sacramento, CA 95825

Re: Inclement Weather Policy

Dear Mr. Chaney:

Los Alamitos Quarter Horse Racing Association ("LAQHRA") hereby agrees to adopt and abide by the California Horse Racing Board's Inclement Weather Policy attached.

Truly yours,

Edward C. Allred
CEO/Owner

4961 Katella Ave. • Los Alamitos, CA 90720 • ph 714-820-2800 • fax 714-820-2820

Inclement Weather Policy

Policy Statement:

The California Horseracing industry recognizes that inclement weather may temporarily prevent the normal operations of the racetrack and that coordinated decision making promotes the health and safety of all participants, including the equine athletes and riders.
In anticipation of inclement weather events, the following policy and protocols will drive the decision-making process to either delay or cancel racing and training. The concern for the equine athletes, riders and all other participants' safety serves as the main driver when these decisions are made, and decisions should always strive to err on the side of caution. Each weather incident is unique, and each will demand individual attention and analysis.

Purpose:

The Purpose of this policy is to:

- Assign responsibility in evaluating inclement weather events;
- Assign responsibility in determining postponement and cancellations of racing and training;
- Clarify the responsibilities and expectations of the stakeholders in an inclement weather event;
- Clearly outline communication protocol around decisions of postponement and/or cancellations resulting from inclement weather;
- Outline protocols to be followed after an inclement weather event;
- Help define what constitutes an "unsafe" track for training or racing;
- Be consistent with the Association of Racing Commissioners International – Model Rules: **ARCI-007-025 (G)** and **ARCI-007-020(M).**
- Comply with the Horse Racing Integrity and Safety Act Authority regulations which require such a policy.

Scope:

This policy applies to all racetracks and approved auxiliary training centers which are operating under CHRB rules and regulations. Note: Portions of this policy relating to sealed, floated, or other similar practices will not be applicable to any synthetic racing surface, or surfaces used for Standardbred racing. However, this policy does apply to surfaces used for training and racing.

Date of Effect:

This policy originally took effect starting December 26th, 2020, and may be repealed or amended from time to time with the approval of the CHRB. Amendments become effective immediately upon Board approval.

Track Superintendent:

The Racing Association must notify the CHRB of any change to the Track Superintendent position prior to making the change.

Racing Surface Maintenance Data Collection:

The Racing association shall collect data and maintain electronic records to assist in the consistent maintenance of all racing surfaces. This data shall be available for review and inspection by the Board of Stewards, Equine Medical Director, TOC, CTT, and the CHRB when requested.
These data collection protocols shall include:

- **Watering and Moisture Content control:** Electronically document all watering and irrigation on main and turf tracks. Include details on the time of application, method of application, amount of water added (gallons) and area of the racing surface to which the water was applied. For water trucks, also direction of equipment. Quality control measurements of the moisture content should be checked daily to ensure consistency in the moisture content around a dirt or turf track. This should be measured, typically at least weekly, using a device such as the time domain reflectometry or other similar measurement methods.
- **Harrowing:** document the number of rounds and direction with the motor grader, cutting harrows, and conditioning harrows. Record the depth of the cutting harrows and conditioning harrows.
- **Material additions:** Document the source, timing, quantity, and method of all additions to the surfaces including sand, silt, clay, organic material, or chemicals (e.g., acids) for dirt tracks; and top dressing, fertilizer, pesticides, fungicides, seeding and sod replacement for turf tracks.
- **Turf Track:** Electronically document the turf grass species, areas of re-sodding, and cutlengths.
- **Cushion depth:** Perform periodic, typically at least once per day during racing, cushion depth measurements by using a hand probe over the surface of the track. Depth of cushion should also be verified before and after any large movement of material from either grading or washouts. Data should be stored electronically to allow tracking of results over time to ensure that track grades do not get out of tolerance ranges prior to grading.
- **Material composition:** Perform testing of track material composition at least monthly per race meet. Each sample should be analyzed separately and not mixed with other samples. Composition should include at least the following tests:
    - **Turf Track**: Soil chemistry panel including soil pH, organic carbon, major nutrients (e.g., phosphorus, potassium, calcium, magnesium, and sulfur) and soluble salts to ensure that reviews of maintenance processes can be performed, all protocols for surface preparation, maintenance and quality control measures will be documented electronically outlining procedures and schedules for all of the items above. These electronic records shall be made available for review.
    - **Dirt tracks:** sieve and hydrometer data for all samples; and organic, soil chemistry, X-ray diffraction, bulk density, and salinity measurements for a single representative sample.
- **Surveying:** For dirt and synthetic tracks the method used, and measurements obtained should be documented to ensure that the cross-fall in the straights and transitions from the straights to the turns are consistent and within specification. A track survey should be performed at least once per year with the track referenced to survey markers, laser checks or GPS mapping. Grades should be documented for internal reference.

Inclement Weather Events:

Severe or harsh weather environmental conditions that may include, without limitation:

1. Extreme Temperatures;
2. High Winds;
3. Lightning;
4. Precipitation;
5. Air quality;
6. Fog/Visibility.

1. EXTREME TEMPERATURES

Symptoms of heat stress in Thoroughbreds:

- Rapid shallow breathing (i.e., panting);
- Very high body temperature;
- Flared nostrils;
- A congestion appearance of the gums;
- Staggering or weakened gait;
- Abnormal, irrational behavior;
- In extreme circumstances – collapse.

Circumstances contributing to Heat Stress:

The susceptibility of a horse to heat stress may not solely be influenced by temperature or the prevailing conditions. Certain other factors may adversely affect an individual horse's ability to withstand racing in hot conditions.

These include:

- A horse traveling long distances prior to or on the same day as the race;
- The temperament of the horse;
- Younger horses less acclimatized to heat;
- Heavy sweating;
- Withholding drinking water on the day of the race.

Requirements of Racetrack/Safety Steward:

It shall be the responsibility of the Track Superintendent/Safety Steward on any race day to;

- Obtain and monitor the forecast conditions for the race day;
- Initiate the Extreme Temperature Weather Policy when necessary, and ensure the provisions are appropriately observed, where applicable;
- Communicate with racetrack personnel regarding requirements;
- During the race day monitor the air temperature provided by commercial weather service (e.g., Universal Weather Service);
- Throughout the race day communicate and take advice from the Official Veterinarian regarding current conditions and the condition of any horse;
- Consider whether modifying the racing program may provide improved conditions; and
- Minimize the time horses are required to be in post parade.

Modification to the race day program may include advancement or delay in the races if it appears possible the extreme conditions might ease or can be avoided.
In the event a trainer is concerned with their horse coping with the current conditions and requests to be withdrawn from the race, the stewards shall consider all requests on merit and the stewards may seek the opinion of the Official Veterinarian before adjudicating any request.

Postponement and Cancellation:

In the event of a forecasted extreme temperature as defined below the decision to cancel racing shall be made by the General Manager of the Association and confirmed by the Board of Stewards by applying the Extreme Temperature Standard and Policy.

Notification of cancelation shall be communicated to the following:

- Jockey's Guild Representative;
- Board of Stewards;
- TOC and CTT

Heat Stress Index:

Horses generate heat during relatively short episodes of intense exercise, such as racing. Heat and humidity can affect horses more than humans. An important calculation when determining the risk to a horse during hot and humid conditions is the Heat Stress Index (HSI), which is a simple way to estimate the ability of a horse to dissipate heat naturally.

Horses' ability to dissipate heat begins to decrease at HSI 130; horses cannot dissipate heat at or above HSI 180. HSI is calculated by adding the current temperature (in Fahrenheit) and the relative humidity (in % RH) and subtracting wind speed (in mph). The total determines the conditions. For example, if it is 77 degrees out and the relative humidity is 65%, and the windspeed is 8 mph, the HSI is 134.

Heat mitigation precautions should be in place whenever HSI is expected to exceed 130. These precautions should include the following:

1. strategically placed hoses for both before and after the race;
2. ice buckets with sponges in the unsaddling area;
3. ice blankets in coolers in ambulances/ track veterinarian vehicles; and
4. additional monitoring of horses post-race for heat-related problems.

180 or more: The horse has no natural means to cool off, and the rider/handler must provide aggressive cooling.
150 or more: The horses cooling mechanisms are reduced and supplemental cooling must be provided.
130 or more: The horse's cooling is mildly diminished, and some horses may need assistance.
Less than 130: The horse can cool itself.

In the event HSI exceeds 160, any determination to proceed with racing or training requires the approval of the stewards based upon a recommendation from the Official or Association Veterinarian.

No training or racing shall be permitted when HSI exceeds 175.

Post-Race Attention:

All Trainers shall ensure that post-race, horses are cooled down promptly and adequately. Trainers should be alerted that unless appropriate care is provided, a horse's core temperature may continue to RISE for up to 20 minutes post-race.

2. HIGH WINDS

This procedure outlines the various steps that will be taken to safeguard riders and equine athletes and

minimize risk in the event of high winds across the racetrack. Training and Racing restrictions may be implemented during high winds to protect the riders and equine athletes' safety.
Wind speed and direction will be regularly monitored by the Track Superintendent or his staff and recorded on a daily basis.

Equipment:

The racetrack shall install an **anemometer** near the racing surface at the approximate height of the rider.

Wind speed threshold:

- **Sustained 38 mile per hour and/or gusts over 50 miles per hour** – Racetrack management will temporarily suspend Racing and Training.
- A warning about the potential need to cancel will be communicated by the racetrack management to the following:
    - Jockey's Guild representative;
    - Board of Stewards;
    - TOC and CTT.
- The final decision to cancel will be made by the General Manger of the Association and confirmed by the Board of Stewards and communicated to same parties above.

3. LIGHTNING

The following protocols for lightning are consistent with the Association of Racing Commissioners International model rule **ARCI-007-020.** The racing association shall install a real-time lightning detector and warning system that has been independently and objectively verified and subscribe to a commercial weather service (e.g., Universal Weather Service) that provide lightning detection services.
The detection service must include strike distance and radius notifications in order to provide lightning delay decision-making.
The lightning detection information shall be monitored by the Track Superintendent, or his staff during training and racing hours. This information will also be available to racetrack management and stewards at all times.

Suspension of Racing and Training:

When lightning is detected within an **8-mile radius of the racetrack** the following actions will take place**:**

- Track Superintendent shall notify racetrack management immediately;
- Racetrack management will suspend racing and training;
- Racetrack Management will notify the Board of Stewards and Jockey's Guild representative;
- Alert all participants to seek shelter;
- Track Superintendent will be responsible for enforcing training delays.

Resume Activity:

Racing and training activities may resume 30 minutes after the last lighting strike within an 8-mile radius of the racetrack as indicated by the lightning detection service.

4. PRECIPITATION

The following protocols will assist with the decision-making process to either suspend or cancel racing until the track is deemed safe after an extreme precipitation event. The first priority of all decisions made shall be the well-being and safety of the equine athletes and riders.
These protocols are consistent with Association of Racing Commissioners International model rule **ARCI-007-025(G)**.

Weather Monitoring:

The Racing association shall subscribe to a commercial weather service (e.g., Universal Weather Service) and install a professional weather station that will provide the following information:

- Temperature;
- Relative Humidity;
- Rainfall amount;
- Wind Speed;
- Wind Direction;
- Barometric Pressure;
- Solar Radiation.

Weather Data Collection:

All weather data shall be maintained on a daily basis by the Track Superintendent and recorded in electronic format that shall be made available to racetrack management and Board of Stewards. Any precipitation event during racing and training will require the rainfall data to be logged in 15-minute increments.

Dirt Track:

Sealed or Floated Track: is a track surface that has been smoothed and compacted utilizing specialized equipment. A sealed dry track allows water to run off the track, reducing the amount of precipitation absorbed. Wet tracks are sealed to provide a safe and even racing surface. Periodically, a "float," which is a lighter slab of metal, will be pulled over the track to squeeze off surface water.

When precipitation is forecasted the Track Superintendent will analyze the following:

- Total amount of rainfall;
- Duration of rainfall;
- Predicted timing relative to training or racing.

Based on data received, the Track Superintendent will make a determination if the track needs to be sealed and or floated. When the track is sealed, horses will **NOT** be permitted to train on the surface. Any decision to race on a sealed or floated track will be made based upon a decision by the Track Superintendent that in his or her professional opinion the resulting track surface is safe for the conduct of races. That decision shall also provide that the conduct of racing will not jeopardize the safe conduct of racing or training on days subsequent to the inclement weather event. That decision will require the unanimous consent of a committee consisting of the Track Superintendent, Association General Manager, Jockeys Guild Representative, and Safety Steward subject to confirmation by the Board of Stewards. Notice of that decision will be provided to the following:

- Board of Stewards;
- Jockeys Guild;
- TOC;
- CTT.

When the rain event has ended the Track Superintendent will determine the optimal time to harrow the track using the float rake or conditioning harrows. Once the track is harrowed after being sealed, only jogging will be permitted over the harrowed track for at least 24 hours. The type of training activity in the 24-48 hours following the harrowing of a sealed track will be determined by the track superintendent based upon the condition of the track surface, the amount of rainfall received, and predicted weather conditions that may affect the track surface.

No Racing or Training shall be permitted on any surface deemed unsafe by the Track Superintendent or Board of Stewards.

Turf Track:

When deciding to take racing off the turf the safety of the equine athletes and rider must be the driving factor.

During a rain event the Turf Track Supervisor will continually monitor turf course to determine the amount of moisture in the track by using the following methods:

- Visual inspections;
- Walking the course;
- Using a GoingStick or probe.

If the Turf Track Supervisor determines there is too much moisture in the track and could be unsafe, he will notify the General Manger immediately. The decision to take races off or leave races on the turf shall be made by the General Manager of the association subject to confirmation by the Board of Stewards. Notification shall be made to the following:

- Jockey's Guild;
- TOC;
- CTT.

5. Air Quality

The U.S. Air Quality Index (AQI) is an index developed by the Environmental Protection Agency to measure air quality. The higher the number (1-500), the higher the level of concern.
The projected AQI for a given location can be found at https://www.airnow.gov/.

Tracks may also utilize on-site AQI monitors.

Daily AQI Color	Levels of Concern	Values of Index	Description of Air Quality
Green	Good	0 to 50	Air quality is satisfactory, and air pollution poses little or no risk.
Yellow	Moderate	51 to 100	Air quality is acceptable. However, there may be a risk for some people, particularly those who are unusually sensitive to air pollution.
Orange	Unhealthy for Sensitive Groups	101 to 150	Members of sensitive groups may experience health effects. The general public is less likely to be affected.
Red	Unhealthy	151 to 200	Some members of the general public may experience health effects; members of sensitive groups may experience more serious health effects.
Purple	Very Unhealthy	201 to 300	Health alert: The risk of health effects is increased for everyone.
Maroon	Hazardous	301 and higher	Health warning of emergency conditions: everyone is more likely to be affected.

Responsible Parties

During an extreme air pollutant event, including when smoke from wildfires is forecasted or detected, the General Manager of the track shall be responsible for monitoring air quality daily during extreme air pollutant events and communicating with the association and regulatory veterinarians. The General Manager (GM) of the track, representing the racing association, and the Equine Medical Director (EMD), representing the state racing regulatory body, will assess the situation and determine the safest course of action for the equine population. The GM and EMD reserve the right to recommend cancelation of racing, training, or otherwise restrict activity at any time if conditions are deemed unfavorable.

AQI Ratings and Recommendations
The GM and EMD may use the Air Quality Index (AQI) for guidance. Because the AQI is not measured directly at the track the AQI will be considered in conjunction with conditions observed at the racetrack. Generally, however, the following recommendations will be used:

AQI=100-150
If the forecasted AQU is projected to reach 100, this could be considered unhealthy for some members of the human population. The GM, and EMD may begin to monitor the facility daily if the AQI consistently reaches 100 and there is cause for concern in the local environment, including the presence of a wildfire in the area.

AQI= 150-174
If the forecasted AQI is projected to reach 150, the CVO, GM, and EMD will closely monitor the facility and may limit training to jogging and/or jogging and gallops only and be prepared to take further action if conditions worsen.

AQI = 175+
If the forecasted AQI is 175 or higher, the CVO, GM, and EMD will restrict activity at the track, including but not limited to:

- Canceling live racing (if applicable);
- Canceling official workouts; and
- Prohibiting galloping, breezing or anything more strenuous than a jog.

The GM and EMD may elect to allow horses to access the track for necessary daily exercise (walk or trot only) for their safety and welfare.

Cancellation of Track Activities
If recommended by the GM, and EMD, live racing and/or training will be canceled due to unsafe air conditions. The GM and EMD will recommend to the Stewards that racing be canceled.
The racing office will notify horsemen if access to any of the tracks is restricted.

6. Fog/Visibility

In the event of impaired visibility, the Board of Stewards, the GM of the association and the Jockeys' Guild representative shall meet to determine if the races should be cancelled or delayed. If any entity in the aforementioned group believes that the visibility is compromised such that racing would be unsafe, then the races shall be cancelled or postponed. If the evidence indicates that visibility will improve, the races may be delayed for a period not to exceed one hour, at which time the group will meet again to decide if the races can safely continue.

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: Horsemen's Quarter Horse Racing Association, Cathy Monji, 4961 Katella Ave., Los Alamitos, CA 90720; Phone 714-820-2810, Fax 714-820-2820 email: cathymonji@gmail.com

B. Breed of horse: Thoroughbred ☐ Quarter Horse ☒ Harness ☐

C. Racetrack name: Los Alamitos Race Course

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

E. Was the association licensed to operate a race meeting prior to January 1, 2001?
Yes ☒ No ☐
If no, attach a surety bond in the amount of one hundred thousand dollars.

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

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

2. DATES OF RACE MEETING

A. Inclusive dates allocated for the entire meeting: December 20, 2023 - December 24, 2024

B. Actual dates racing will be held: December 23, 30-31, 2023, 2024: January 6-7, 13-14, 20-21, 27-28; February 3-4, 10, 17-18, 24-25; March 2-3, 9-10, 16-17, 23-24, 30; April 6-7, 13-14, 20-21, 27-28; May 4-5, 11-12, 18-19, 25-26; June 1-2, 8-9, 15-16, 22-23, 29-30; July 6-7, 13-14, 20-21, 27-28; August 3-4, 10-11, 17-18, 24-25, 31; September 1, 7-8, 14-15, 21-22, 28-29; October 5-6, 12-13, 19-20, 26-27; November 2-3, 9-10, 16-17, 23-24, 30; December 1, 7-8, 14-15, 21-22

C. Total number of days or nights of racing: 103

D. Days or nights of the week races will be held: Saturday and Sunday, except Christmas Eve, Super Bowl Sunday, Easter

CHRB CERTIFICATION

Application received: 9/22/23 **Hearing date: 11/16/23**
Deposit received: On file **Approved date:**
Reviewed: NLG **License number:**

Wednesday – Sunday ☐ Tuesday – Saturday ☐ Other (specify) ☒

E. Number of days or nights of racing per week: 2 - Saturday and Sunday weekly

3. RACING PROGRAM

A. Total number of races: 970

B. Number of races for each day or night: 7-15

C. Total number of stakes races: 73

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). See attachment.

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 attachment.

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. See attachment

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.

LOS ALAMITOS QUARTER HORSE RACING ASSOCIATION
TENTATIVE 2024 STAKES SCHEDULE

TO BE RUN		EVENT	PURSE & DISTANCE
SATURDAY **DECEMBER 30, 2023**	**(1)**	**HOLIDAY HANDICAP** TWO YEAR OLDS	**$20,000** **350 YARDS**
SUNDAY **JANUARY 7, 2024**	**(2)**	**CHARGER BAR HANDICAP** *MARES*, FOUR YEAR OLDS AND UPWARD	**$100,000** **400 YARDS**
SUNDAY **JANUARY 7, 2024**	**(3)**	**DASHINGLY** *MARES*, FOUR YEAR OLDS AND UPWARD **(CHARGER BAR PREFERRED)**	**$25,000** **350 YARDS**
SATURDAY **FEBRUARY 17, 2024**	**(4)**	**LOS ALAMITOS WINTER DERBY** THREE YEAR OLDS **(TRIALS TO BE RUN, SATURDAY, JANUARY 27, 2024)**	**$200,000 Projected** **$100,000 Added** **400 YARDS**
SUNDAY **FEBRUARY 18, 2024**	**(5)**	**BRAD MCKINZIE WINTER CHAMPIONSHIP** FOUR YEAR OLDS AND UPWARD **(TRIALS TO BE RUN, SUNDAY, JANUARY 28, 2024)**	**$160,000 Projected** **$100,000 Added** **400 YARDS**
SATURDAY **FEBRUARY 24, 2024**	**(6)**	**DENIM N DIAMONDS HANDICAP** *MARES*, FOUR YEAR OLDS AND UPWARD **(CALIFORNIA BRED PREFERRED)**	**$35,000** **350 YARDS**
SUNDAY **FEBRUARY 25, 2024**	**(7)**	**LOS ALAMITOS MAIDEN STAKES** THREE YEAR OLDS **(NOVEMBER 1, 2023)** **(TRIALS TO BE RUN, SUNDAY, FEBRUARY 04, 2024)**	**$125,000 Projected** **$25,000 Added** **350 YARDS**
SUNDAY **MARCH 10, 2024**	**(8)**	**VIRGINIA HYLAND STAKES** *FILLIES/MARES* THREE YEAR OLDS AND UPWARD	**$40,000** **350 YARDS**
SUNDAY **MARCH 17, 2024**	**(9)**	**MOONIST STAKES** THREE YEAR OLDS AND UPWARD	**$40,000** **400 YARDS**
SATURDAY **MARCH 23, 2024**	**(10)**	**LOS ALAMITOS OAKS** *FILLIES*, THREE YEAR OLDS **(TRIALS TO BE RUN, SATURDAY, MARCH 2, 2024)**	**$500,000 Projected** **$125,000 Added** **400 YARDS**
SUNDAY **MARCH 24, 2024**	**(11)**	**EL PRIMERO DEL ANO DERBY** *COLTS AND GELDINGS*, THREE YEAR OLDS **(TRIAL TO BE RUN, SUNDAY, MARCH 3, 2024)**	**$225,000 Projected** **$35,000 Added** **400 YARDS**
SATURDAY **APRIL 6, 2024**	**(12)**	**JAMES S SMITH MEMORIAL HANDICAP** THREE YEAR OLDS	**$30,000** **350 YARDS**

TO BE RUN		EVENT	PURSE & DISTANCE
SATURDAY **APRIL 13, 2024**	**(13)**	**DASHING FOLLY** *FILLIES/MARES* THREE YEAR OLDS AND UPWARD **(NON WINNERS OF THE YEAR)**	**$30,000** **350 YARDS**
SATURDAY **APRIL 27, 2024**	**(14)**	**KAWEAH BAR HANDICAP** THREE YEAR OLDS AND UPWARD	**$40,000** **350 YARDS**
SATURDAY **MAY 4, 2024**	**(15)**	**LA PACIFICA HANDICAP** *FILLIES*, THREE YEAR OLDS	**$35,000** **350 YARDS**
SUNDAY **MAY 5, 2024**	**(16)**	**MISS PRINCESS HANDICAP** *FILLIES AND MARES*, THREE YEAR OLDS AND UPWARD	**$50,000** **350 YARDS**
SATURDAY **MAY 11, 2024**	**(17)**	**DILLINGHAM HANDICAP** THREE YEAR OLDS	**$35,000** **400 YARDS**
SUNDAY **MAY 12, 2024**	**(18)**	**ROBERT ADAIR KINDERGARTEN FUTURITY** TWO YEAR OLDS **(TRIALS TO BE RUN, SUNDAY, APRIL 21, 2024)**	**$400,000 Projected** **$50,000 Added** **300 YARDS**
SUNDAY **MAY 19, 2024**	**(19)**	**ADEQUAN CALIFORNIA REGIONAL** **DERBY CHALLENGE** THREE YEAR OLDS **(TRAILS TO BE RUN, SUNDAY APRIL 28, 2024)**	**$30,000 Estimated** **$10,000 Added** **+$15,000 B of A** **400 YARDS**
SUNDAY **JUNE 9, 2024**	**(20)**	**ABIGAIL KAWANANAKOA** *FILLIES AND MARES*, THREE YEAR OLDS AND UPWARD	**$100,000** **400 YARDS**
SUNDAY **JUNE 9, 2024**	**(21)**	**CHECK HER TWICE** *FILLIES/MARES* THREE YEAR OLDS AND UPWARD	**$25,000** **350 YARDS**
SATURDAY **JUNE 15, 2024**	**(22)**	**FRED SCANE** TWO YEARS OLD	**$25,000** **350 YARDS**
SUNDAY **JUNE 16, 2024**	**(23)**	**ED BURKE MILLION FUTURITY** TWO YEAR OLDS **(TRIALS TO BE RUN, SUNDAY, MAY 26, 2024)**	**$1,000,000 Projected** **$250,000 Added** **350 YARDS**
SATURDAY **JUNE 22, 2024**	**(24)**	**VANDYS FLASH HANDICAP** THREE YEAR OLDS	**$25,000** **350 YARDS**
SUNDAY **JUNE 16, 2024**	**(25)**	**1000 YARD SUMMER CHAMPIONSHIP** THREE YEAR OLDS AND UPWARD **(MIX-BRED)**	**$50,000** **1000 YARDS**

TO BE RUN		EVENT	PURSE & DISTANCE
SUNDAY **JUNE 16, 2024**	**(26)**	**1000 YARD SUMMER STAKE** *FILLIES/MARES*, THREE YEAR OLDS AND UPWARD **(MIX-BRED)**	**$40,000** **1000 YARDS**
SATURDAY **JULY 6, 2024**	**(27)**	**INDEPENDENCE DAY HANDICAP** THREE YEAR OLDS AND UPWARD	**$30,000** **300 YARDS**
SUNDAY **JULY 7, 2024**	**(28)**	**VESSELS MATURITY** FOUR YEAR OLDS AND UPWARD **(TRIALS TO BE RUN, SUNDAY, JUNE 11, 2024)**	**$150,000 Projected** **$100,000 Added** **400 YARDS**

Cal-Bred Day

SATURDAY **JULY 27, 2024**	**(29)**	**GOVERNOR'S CUP FUTURITY** TWO YEAR OLDS BRED IN CALIFORNIA **(TRIALS TO BE RUN, SATURDAY, JULY 6, 2024)**	**$400,000 Projected** **$100,000 Added** **350 YARDS**
SUNDAY **JULY 28, 2024**	**(30)**	**GOVERNOR'S CUP DERBY** THREE YEAR OLDS BRED IN CALIFORNIA **(TRIALS TO BE RUN, SUNDAY, JULY 7, 2024)**	**$225,000 Projected** **$100,000 Added** **400 YARDS**
SATURDAY/SUNDAY **JULY 27, 2024**	**(31)**	**SPENCER L CHILDERS** **CALIFORNIA BREEDERS CHAMPIONSHIP HANDICAP** THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA	**$100,000** **400 YARDS**
SATURDAY/SUNDAY **JULY 27, 2024**	**(32)**	**CALIFORNIA BREEDERS MATRON STAKES** *FILLIES AND MARES*, THREE YEAR OLDS AND UPWAR BRED IN CALIFORNIA	**$40,000** **400 YARDS**
SATURDAY/SUNDAY **JULY 27, 2024**	**(33)**	**CALIFORNIA BREEDERS FRESHMAN** **FILLIES STAKES** *FILLIES*, TWO YEAR OLDS BRED IN CALIFORNIA	**$25,000** **350 YARDS**
SATURDAY/SUNDAY **JULY 27, 2024**	**(34)**	**CALIFORNIA BREEDERS FRESHMAN STAKES** TWO YEAR OLDS BRED IN CALIFORNIA	**$25,000** **350 YARDS**
SATURDAY/SUNDAY **JULY 27, 2024**	**(35)**	**CALIFORNIA BREEDERS DEBUTANTE STAKES** *FILLIES*, THREE YEAR OLDS BRED IN CALIFORNIA	**$25,000** **350 YARDS**
SATURDAY/SUNDAY **JULY 27, 2024**	**(36)**	**JENS L LIST JR MEMORIAL** **CALIFORNIA BREEDERS STAKES** THREE YEAR OLDS BRED IN CALIFORNIA	**$25,000** **400 YARDS**

TO BE RUN		EVENT	PURSE & DISTANCE
SATURDAY/SUNDAY **JULY 27, 2024**	**(37)**	**$5,000 SOPHOMORE CLAIMING STAKES** THREE YEAR OLDS BRED IN CALIFORNIA	**$15,000** **350 YARDS**
SATURDAY/SUNDAY **JULY 27, 2024**	**(38)**	**$10,000 SOPHOMORE CLAIMING STAKES** THREE YEAR OLDS BRED IN CALIFORNIA	**$17,500** **350 YARDS**
SATURDAY/SUNDAY **JULY 27, 2024**	**(39)**	**$5,000 SENIOR CLAIMING STAKES** THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA	**$15,000** **400 YARDS**
SATURDAY/SUNDAY **JULY 27, 2024**	**(40)**	**$10,000 SENIOR CLAIMING STAKES** THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA	**$17,500** **400 YARDS**
SATURDAY/SUNDAY **JULY 27, 2024**	**(41)**	**CALIFORNIA BREEDERS SPRINT STAKES** THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA	**$25,000** **350 YARDS**
SATURDAY **AUGUST 3 2024**	**(42)**	**BANK OF AMERICA** **CALIFORNIA REGIONAL CHALLENGE** THREE YEAR OLDS AND UPWARD **(TRIALS TO BE RUN, SATURDAY, JULY 13, 2024)**	**$40,000 Estimated** **$15,000 Added +** **$20,000 B of A Racing Challenge** **440 YARDS**
SUNDAY **AUGUST 4, 2024**	**(43)**	**QRACING VIDEO CALIFORNIA REGIONAL DISTAFF CHALLENGE** *FILLIES AND MARES*, THREE YEAR OLDS AND UPWARD **(TRIALS TO BE RUN, SUNDAY, JULY 14, 2024)**	**$30,000 Estimated** **$7,500 Added +** **$7,500 B of A Racing Challenge** **400 YARDS**
SATURDAY **AUGUST 10, 2024**	**(44)**	**JOHN DEERE JUVENILE CALIFORNIA REGIONAL CHALLENGE** TWO YEAR OLDS **(TRIALS TO BE RUN, SATURDAY, JULY 20, 2024)**	**$50,000 Estimated** **$10,000 Added +** **$15,000 B of A Racing Challenge** **350 YARDS**
SUNDAY **AUGUST 11, 2024**	**(45)**	**GOLDEN STATE DERBY** THREE YEAR OLDS **(TRIALS TO BE RUN, SUNDAY, JULY 21, 2024)**	**$250,000 Projected** **$50,000 Added** **400 YARDS**
SATURDAY **AUGUST 17, 2024**	**(46)**	**FLORENTINE** *FILLIES/MARES,* THREE YEARS OLD AND UPWARD **(WHICH HAVE NOT EARNED $25,000 IN 2024)**	**$25,000** **350 YARDS**
SUNDAY **AUGUST 18, 2024**	**(47)**	**$16,000 CLAIMING FUTURITY** TWO YEAR OLDS **(TRAILS TO BE RUN, SUNDAY, JULY 28, 2024)**	**$70,000 Approximated** **$20,000 Added** **350 YARDS**
SATURDAY **AUGUST 24, 2024**	**(48)**	**SGT PEPPER FEATURE HANDICAP** THREE YEAR OLDS	**$40,000** **350 YARDS**
SUNDAY **AUGUST 25, 2024**	**(49)**	**GO MAN GO HANDICAP** THREE YEAR OLDS AND UPWARD	**$100,000** **400 YARDS**

TO BE RUN		EVENT	PURSE & DISTANCE
SATURDAY **SEPTEMBER 14, 2024**	**(50)**	**MILDRED N VESSELS MEMORIAL HANDICAP** *FILLIES AND MARES*, THREE YEAR OLDS AND UPWARD	**$125,000** **$100,000 ADDED** **400 YARDS**
SATURDAY **SEPTEMBER 14, 2024**	**(51)**	**GO JOSIE GO** *FILLIES/MARES*, THREE YEARS OLD AND UPWARD	**$25,000** **350 YARDS**
SATURDAY **OCTOBER 5, 2024**	**(52)**	**BLANE SCHVANEVELDT HANDICAP** THREE YEAR OLDS AND UPWARD **(RESTRICTED INTERMOUNTAIN)**	**$35,000** **400 YARDS**
SUNDAY **SEPTEMBER 29, 2024**	**(53)**	**PCQHRA BREEDERS FUTURITY** TWO YEAR OLDS **(TRIALS TO BE RUN, SUNDAY, SEPTEMBER 8, 2024)**	**$400,000 Projected** **$50,000 Added** **350 YARDS**
SATURDAY **OCTOBER 5, 2024**	**(54)**	**ROBERT L BONIFACE LOS ALAMITOS INVITATIONAL CHAMPIONSHIP** THREE YEAR OLDS AND UPWARD	**$125,000** **440 YARDS**
SATURDAY **OCTOBER 5, 2024**	**(55)**	**SOUND DASH** *FILLIES/MARES*, THREE YEAR OLDS AND UPWARD	**$35,000** **350 YARDS**
SATURDAY **OCTOBER 19, 2024**	**(56)**	**AZURE THREE** THREE YEAR OLDS AND UPWARD	**$25,000** **220 YARDS**
SUNDAY **OCTOBER 27, 2024**	**(57)**	**LOS ALAMITOS WILD WEST FUTURITY** TWO YEAR OLDS **(TRIALS TO BE RUN, SUNDAY, OCTOBER 6, 2024)**	**$125,000 Projected** **$20,000 Added** **350 YARDS**
SUNDAY **NOVEMBER 3, 2024**	**(58)**	**GOLDEN STATE MILLION FUTURITY** TWO YEAR OLDS **(TRIALS TO BE RUN, SUNDAY, OCTOBER 13, 2024)**	**$1,000,000 Projected** **$100,000 Added** **400 YARDS**
SUNDAY **NOVEMBER 3, 2024**	**(59)**	**AH SIGH** TWO YEARS OLD **(GOLDEN STATE MILLION PREFERRED)**	**$30,000** **350 YARDS**
SATURDAY **NOVEMBER 2, 2024**	**(60)**	**TOWN POLICY STAKES** THREE YEAR OLDS	**$30,000** **400 YARDS**
SATURDAY **NOVEMBER 2, 2024**	**(61)**	**JUSTANOLD LOVE** *FILLIES,* THREE YEAR OLDS	**$30,000** **350 YARDS**
SUNDAY **NOVEMBER 10, 2024**	**(62)**	**LOS ALAMITOS SUPER DERBY** THREE YEAR OLDS **(TRIALS TO BE RUN, SUNDAY, OCTOBER 20, 2024)**	**$1,000,000 Projected** **$200,000 Added** **400 YARDS**

SUNDAY **NOVEMBER 17, 2024**	**(63)**	**Z WAYNE GRIFFIN DIRECTORS TRIAL** THREE YEAR OLDS AND UPWARD **(TRIALS FOR THE CHAMPION OF CHAMPIONS)**	**$20,000 per Trial** **400 YARDS**
SATURDAY **NOVEMBER 16, 2024**	**(64)**	**LAS DAMAS HANDICAP** *FILLIES AND MARES*, THREE YEAR OLDS AND UPWARD	**$75,000** **400 YARDS**
SUNDAY **DECEMBER 8, 2024**	**(65)**	**1000 YARD WINTER CHAMPIONSHIP** THREE YEAR OLDS AND UPWARD **(MIX-BRED)**	**$75,000** **1000 YARDS**
SUNDAY **DECEMBER 8, 2024**	**(66)**	**1000 YARD WINTER STAKE** *FILLIES AND MARES*, THREE YEAR OLDS AND UPWARD **(MIX-BRED)**	**$40,000** **1000 YARDS**
SUNDAY **DECEMBER 8, 2024**	**(67)**	**1000 YARD WINTER STAKE** THREE YEAR OLDS AND UPWARD **(MIX-BRED)**	**$30,000** **1000 YARDS**
SATURDAY **DECEMBER 14, 2024**	**(68)**	**CHAMPION OF CHAMPIONS** THREE YEAR OLDS AND UPWARD	**$750,000** **440 YARDS**
SUNDAY **DECEMBER 15, 2024**	**(69)**	**LOS ALAMITOS 2 MILLION FUTURITY** TWO YEAR OLDS **(TRIALS TO BE RUN, SUNDAY, NOVEMBER 24, 2024)**	**$1,800,000 Projected** **$350,000 Added** **400 YARDS**
SUNDAY **DECEMBER 15, 2024**	**(70)**	**LOS ALAMITOS 2 MILLION JUVENILE** TWO YEARS OLD **(LOS ALAMITOS 2 MILLION TRIAL ENTRANTS PREFERRED)**	**$50,000** **350 YARDS**
SATURDAY **DECEMBER 21, 2024**	**(71)**	**A RANSOM HANDICAP** THREE YEAR OLDS	**$25,000** **350 YARDS**
SATURDAY **DECEMBER 21, 2024**	**(72)**	**FIRST DOWN DASH HANDICAP** THREE YEAR OLDS AND UPWARD	**$40,000** **400 YARDS**
SUNDAY **DECEMBER 22, 2024**	**(73)**	**SOUTHERN CALIFORNIA DERBY** THREE YEAR OLDS **(TRIALS TO BE RUN, SUNDAY, DECEMBER 1, 2024)**	**$175,000 Projected** **$35,000 Added** **400 YARDS**

LOS ALAMITOS QUARTER HORSE RACING ASSOCIATION

2022 STAKES SCHEDULE

To Be Run	EVENT		Purse & Distance
SUNDAY **DECEMBER 26, 2021**	**(1)**	**HOLIDAY HANDICAP** TWO YEAR OLDS	**$20,000** **350 YARDS**
SUNDAY **JANUARY 2, 2022**	**(2)**	**CHARGER BAR HANDICAP** MARES, FOUR YEAR OLDS AND UPWARD	**$100,000** **400 YARDS**
SUNDAY **JANUARY 9, 2022**	**(3)**	**BARBARA B HANDICAP** FOUR YEAR OLDS AND UPWARD	**$20,000** **550 YARDS**
SATURDAY **JANUARY 15, 2022**	**(4)**	**CYPRESS HANDICAP** FOUR YEAR OLDS AND UPWARD	**$25,000** **350 YARDS**
SATURDAY **FEBRUARY 12, 2022**	**(5)**	**LOS ALAMITOS WINTER DERBY** THREE YEAR OLDS TRIALS TO BE RUN, SATURDAY, JANUARY 22, 2022	**$200,000 Projected** **$100,000 Added** **400 YARDS**
SUNDAY **FEBRUARY 13, 2022**	**(6)**	**BRAD MCKINZIE WINTER CHAMPIONSHIP** FOUR YEAR OLDS AND UPWARD TRIALS TO BE RUN, SUNDAY, JANUARY 23, 2022	**$160,000 Projected** **$100,000 Added** **400 YARDS**
SATURDAY **FEBRUARY 19, 2022**	**(7)**	**DENIM N DIAMONDS HANDICAP** MARES, FOUR YEAR OLDS AND UPWARD BRED IN CALIFORNIA	**$35,000** **350 YARDS**
SUNDAY **FEBRUARY 20, 2022**	**(8)**	**LOS ALAMITOS MAIDEN STAKES** THREE YEAR OLDS TRIALS TO BE RUN, SUNDAY, JANUARY 30, 2022	**$125,000 Projected** **$25,000 Added** **350 YARDS**
SATURDAY **MARCH 26, 2022**	**(9)**	**LOS ALAMITOS OAKS** FILLIES, THREE YEAR OLDS TRIALS TO BE RUN, SATURDAY, MARCH 5, 2022	**$500,000 Projected** **$125,000 Added** **400 YARDS**
SUNDAY **MARCH 27, 2022**	**(10)**	**EL PRIMERO DEL ANO DERBY** COLTS AND GELDINGS, THREE YEAR OLDS TRIAL TO BE RUN, SUNDAY, MARCH 6, 2022	**$225,000** **$35,000 Added** **400 YARDS**
SATURDAY **APRIL 2, 2022**	**(11)**	**JAMES S SMITH MEMORIAL HANDICAP** THREE YEAR OLDS	**$20,000** **350 YARDS**
SATURDAY **APRIL 16, 2022**	**(12)**	**WHEATLAND HANDICAP** THREE YEAR OLDS AND UPWARD QUARTER HORSES AND THOROUGHBREDS	**$20,000** **870 YARDS**
SATURDAY **APRIL 30, 2022**	**(13)**	**KAWEAH BAR HANDICAP** THREE YEAR OLDS AND UPWARD	**$35,000** **350 YARDS**
SATURDAY **MAY 2, 2022**	**(14)**	**LA PACIFICA HANDICAP** FILLIES, THREE YEAR OLDS	**$30,000** **350 YARDS**
SUNDAY **MAY 8, 2022**	**(15)**	**MISS PRINCESS HANDICAP** FILLIES AND MARES THREE YEAR OLDS AND UPWARD	**$50,000** **350 YARDS**

2023 STAKES SCHEDULE

To Be Run	EVENT		Purse & Distance
SATURDAY **JANUARY 7, 2023**	**(1)**	**HOLIDAY HANDICAP** TWO YEAR OLDS	**$20,000** **350 YARDS**
SUNDAY **JANUARY 8, 2023**	**(2)**	**CHARGER BAR HANDICAP** MARES, FOUR YEAR OLDS AND UPWARD	**$100,000** **400 YARDS**
SUNDAY **JANUARY 8, 2023**	**(3)**	**DASHINGLY** FOUR YEAR OLDS AND UPWARD **(CHARGER BAR PREFERRED)**	**$25,000** **350 YARDS**
SATURDAY **JANUARY 14, 2023**	**(4)**	**CYPRESS HANDICAP** FOUR YEAR OLDS AND UPWARD	**$25,000** **350 YARDS**
SATURDAY **FEBRUARY 18, 2023**	**(5)**	**LOS ALAMITOS WINTER DERBY** THREE YEAR OLDS TRIALS TO BE RUN, SATURDAY, JANUARY 28, 2023	**$200,000 Projected** **$100,000 Added** **400 YARDS**
SUNDAY **FEBRUARY 19, 2023**	**(6)**	**BRAD MCKINZIE WINTER CHAMPIONSHIP** FOUR YEAR OLDS AND UPWARD TRIALS TO BE RUN, SUNDAY, JANUARY 29, 2023	**$160,000 Projected** **$100,000 Added** **400 YARDS**
SATURDAY **FEBRUARY 25, 2023**	**(7)**	**DENIM N DIAMONDS HANDICAP** MARES, FOUR YEAR OLDS AND UPWARD CALIFORNIA BRED PREFERRED (CAL BRED	**$35,000** **350 YARDS**
SUNDAY **FEBRUARY 26, 2023**	**(8)**	**LOS ALAMITOS MAIDEN STAKES** THREE YEAR OLDS (NOVEMBER 1, 2021) TRIALS TO BE RUN, SUNDAY, FEBRUARY 5, 2023	**$125,000 Projected** **$25,000 Added** **350 YARDS**
SUNDAY **MARCH 12, 2023**	**(9)**	**VIRGINIA HYLAND STAKES** FILLIES/MARES THREE YEAR OLDS AND UPWARD	**$35,000** **350 YARDS**
SUNDAY **MARCH 19, 2023**	**(10)**	**MOONIST STAKES** THREE YEAR OLDS AND UPWARD	**$35,000** **400 YARDS**
SATURDAY **MARCH 25, 2023**	**(11)**	**LOS ALAMITOS OAKS** FILLIES, THREE YEAR OLDS TRIALS TO BE RUN, SATURDAY, MARCH 4, 2023	**$500,000 Projected** **$125,000 Added** **400 YARDS**
SUNDAY **MARCH 26, 2023**	**(12)**	**EL PRIMERO DEL ANO DERBY** COLTS AND GELDINGS, THREE YEAR OLDS TRIAL TO BE RUN, SUNDAY, MARCH 5, 2023	**$225,000** **$35,000 Added** **400 YARDS**
SATURDAY **APRIL 1, 2023**	**(13)**	**JAMES S SMITH MEMORIAL HANDICAP** THREE YEAR OLDS	**$20,000** **350 YARDS**
SATURDAY **APRIL 8, 2023**	**(14)**	**DASHING FOLLY** FILLIES/MARES THREE YEAR OLDS (NON-WINNERS OF THE YEAR)	**$25,000** **350 YARDS**
SATURDAY **APRIL 29, 2023**	**(15)**	**KAWEAH BAR HANDICAP** THREE YEAR OLDS AND UPWARD	**$35,000** **350 YARDS**
SATURDAY **MAY 6, 2023**	**(16)**	**LA PACIFICA HANDICAP** FILLIES, THREE YEAR OLDS	**$30,000** **350 YARDS**
SUNDAY **MAY 7, 2023**	**(17)**	**MISS PRINCESS HANDICAP** FILLIES AND MARES THREE YEAR OLDS AND UPWARD	**$50,000** **350 YARDS**

2022 STAKES SCHEDULE

To Be Run		EVENT	Purse & Distance
SATURDAY **MAY 14, 2022**	**(16)**	**DILLINGHAM HANDICAP** THREE YEAR OLDS	**$25,000** **400 YARDS**
SUNDAY **MAY 15, 2022**	**(17)**	**ROBERT ADAIR KINDERGARTEN FUTURITY** TWO YEAR OLDS TRIALS TO BE RUN, SUNDAY, APRIL 24, 2022	**$400,000 Projected** **$50,00 Added** **300 YARDS**
SUNDAY **MAY 22, 2022**	**(18)**	**ADEQUAN CALIFORNIA REGIONAL DERBY CHALLENGE** THREE YEAR OLDS TRAILS TO BE RUN, SUNDAY MAY 1, 2022	**$30,000 Estimated** **$10,000 Added** **+$15,000 B of A** **400 YARDS**
SATURDAY **JUNE 18, 2022**	**(19)**	**IVAN ASHMENT HANDICAP** FILLIES AND MARES, THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA	**$35,000** **400 YARDS**
SUNDAY **JUNE 19, 2022**	**(20)**	**ED BURKE MILLION FUTURITY** TWO YEAR OLDS TRIALS TO BE RUN, SUNDAY, MAY 29, 2022	**$1,000,000 Projected** **$250,000 Added** **350 YARDS**
SUNDAY **JUNE 26, 2022**	**(21)**	**VANDYS FLASH HANDICAP** THREE YEAR OLDS	**$25,000** **400 YARDS**
SATURDAY **JULY 2, 2022**	**(22)**	**INDEPENDENCE DAY HANDICAP** THREE YEAR OLDS AND UPWARD	**$25,000** **300 YARDS**
SAUTURDAY **JULY 2, 2022**	**(23)**	**VESSELS MATURITY** FOUR YEAR OLDS AND UPWARD TRIALS TO BE RUN, SATURDAY, JUNE 12, 2022	**$150,000 Projected** **$100,000 Added** **400 YARDS**
SATURDAY **JULY 30, 2022**	**(24)**	**GOVERNOR'S CUP FUTURITY** TWO YEAR OLDS BRED IN CALIFORNIA TRIALS TO BE RUN, SATURDAY, JULY 9, 2022	**$400,000 Projected** **$100,000 Added** **350 YARDS**
SUNDAY **JULY 31, 2022**	**(25)**	**GOVERNOR'S CUP DERBY** THREE YEAR OLDS BRED IN CALIFORNIA TRIALS TO BE RUN, SUNDAY, JULY 10, 2022	**$225,000 Projected** **$100,000 Added** **400 YARDS**
SATURDAY **JULY 30, 2022**	**(26)**	**SPENCER L CHILDERS CALIFORNIA BREEDERS CHAMPIONSHIP HANDICAP** THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA	**$100,000** **400 YARDS**
SATURDAY **JULY 30, 2022**	**(27)**	**CALIFORNIA BREEDERS MATRON STAKES** FILLIES AND MARES THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA	**$40,000** **400 YARDS**
SATURDAY **JULY 30, 2022**	**(28)**	**CALIFORNIA BREEDERS FRESHMAN FILLIES STAKES** FILLIES, TWO YEAR OLDS BRED IN CALIFORNIA	**$25,000** **350 YARDS**
SATURDAY **JULY 30, 2022**	**(29)**	**CALIFORNIA BREEDERS FRESHMAN STAKES** TWO YEAR OLDS BRED IN CALIFORNIA	**$25,000** **350 YARDS**
SATURDAY **JULY 30, 2022**	**(30)**	**CALIFORNIA BREEDERS DEBUTANTE STAKES** FILLIES, THREE YEAR OLDS BRED IN CALIFORNIA	**$25,000** **350 YARDS**

2023 STAKES SCHEDULE

To Be Run		EVENT	Purse & Distance
SATURDAY **MAY 13, 2023**	**(18)**	**DILLINGHAM HANDICAP** THREE YEAR OLDS	**$35,000** **400 YARDS**
SUNDAY **MAY 14, 2023**	**(19)**	**ROBERT ADAIR KINDERGARTEN FUTURITY** TWO YEAR OLDS TRIALS TO BE RUN, SUNDAY, APRIL 23, 2023	**$400,000 Projected** **$50,00 Added** **300 YARDS**
SUNDAY **MAY 21, 2023**	**(20)**	**ADEQUAN CALIFORNIA REGIONAL DERBY CHALLENGE** THREE YEAR OLDS TRAILS TO BE RUN, SUNDAY APRIL 30, 2023	**$30,000 Estimated** **$10,000 Added** **+$15,000 B of A** **400 YARDS**
SUNDAY **JUNE 11, 2023**	**(21)**	**ABIGAIL KAWANANAKOA** FILLIES AND MARES, THREE YEAR OLDS AND UPWARD	**$100,000** **400 YARDS**
SUNDAY **JUNE 11, 2023**	**(22)**	**CHECK HER TWICE** **FILLIES/MARES** THREE YEAR OLDS AND UPWARD	**$25,000** **350 YARDS**
SUNDAY **JUNE 18, 2023**	**(23)**	**ED BURKE MILLION FUTURITY** TWO YEAR OLDS TRIALS TO BE RUN, SUNDAY, MAY 28, 2023	**$1,000,000 Projected** **$250,000 Added** **350 YARDS**
SATURDAY **JUNE 17, 2023**	**(24)**	**FRED SCANE** TWO YEAR OLDS	**$25,000** 350 **YARDS**
SUNDAY **JUNE 25, 2023**	**(25)**	**VANDYS FLASH HANDICAP** THREE YEAR OLDS	**$25,000** **400 YARDS**
SUNDAY **JUNE 25, 2023**	**(26)**	**1000 YARD CHAMPIONSHIP** TWO YEAR OLDS QUARTER HORSES AND THOROUGHBREDS	**$50,000** **1000 YARDS**
SUNDAY **JUNE 25, 2023**	**(27)**	**1000 YARD FILLIES/MARES** TWO YEAR OLDS QUARTER HORSES AND THOROUGHBREDS	**$30,000** **1000 YARDS**
SATURDAY **JULY 1, 2023**	**(28)**	**INDEPENDENCE DAY HANDICAP** THREE YEAR OLDS AND UPWARD	**$25,000** **300 YARDS**
SUNDAY **JULY 2, 2023**	**(29)**	**VESSELS MATURITY** FOUR YEAR OLDS AND UPWARD TRIALS TO BE RUN, SUNDAY, JUNE 11, 2023	**$150,000 Projected** **$100,000 Added** **400 YARDS**
SATURDAY **JULY 29, 2023**	**(30)**	**GOVERNOR'S CUP FUTURITY** TWO YEAR OLDS BRED IN CALIFORNIA TRIALS TO BE RUN, SATURDAY, JULY 8, 2023	**$400,000 Projected** **$100,000 Added** **350 YARDS**
SUNDAY **JULY 30, 2023**	**(31)**	**GOVERNOR'S CUP DERBY** THREE YEAR OLDS BRED IN CALIFORNIA TRIALS TO BE RUN, SUNDAY, JULY 9, 2023	**$225,000 Projected** **$100,000 Added** **400 YARDS**
SATURDAY **JULY 29, 2023**	**(32)**	**SPENCER L CHILDERS CALIFORNIA BREEDERS CHAMPIONSHIP HANDICAP** THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA	**$100,000** **400 YARDS**
SATURDAY **JULY 29, 2023**	**(33)**	**CALIFORNIA BREEDERS MATRON STAKES** FILLIES AND MARES THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA	**$40,000** **400 YARDS**
SATURDAY **JULY 29, 2023**	**(34)**	**CALIFORNIA BREEDERS FRESHMAN FILLIES STAKES** FILLIES, TWO YEAR OLDS BRED IN CALIFORNIA	**$25,000** **350 YARDS**
SATURDAY **JULY 29, 2023**	**(35)**	**CALIFORNIA BREEDERS FRESHMAN STAKES** TWO YEAR OLDS BRED IN CALIFORNIA	**$25,000** **350 YARDS**

2022 STAKES SCHEDULE

To Be Run	EVENT		Purse & Distance
SATURDAY **JULY 30, 2022**	**(31)**	**JENS L LIST JR MEMORIAL** **CALIFORNIA BREEDERS STAKES** **T**HREE YEAR OLDS BRED IN CALIFORNIA	**$25,000** **400 YARDS**
SATURDAY **JULY 30, 2022**	**(32)**	**CALIFORNIA BREEDERS 550 STAKES** **T**HREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA	**$20,000** **550 YARDS**
SATURDAY **JULY 30, 2022**	**(33)**	**$5,000 SOPHOMORE CLAIMING STAKES** THREE YEAR OLDS BRED IN CALIFORNIA CLAIMING PRICE $5,000	**$15,000** **350 YARDS**
SATURDAY **JULY 30, 2022**	**(34)**	**$10,000 SOPHOMORE CLAIMING STAKES** THREE YEAR OLDS BRED IN CALIFORNIA CLAIMING PRICE $10,000	**$17,500** **350 YARDS**
SATURDAY **JULY 30, 2022**	**(35)**	**$5,000 SENIOR CLAIMING STAKES** THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA CLAIMING PRICE $5,000	**$15,000** **400 YARDS**
SATURDAY **JULY 30, 2022**	**(36)**	**$10,000 SENIOR CLAIMING STAKES** THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA CLAIMING PRICE $10,000	**$17,500** **400 YARDS**
SATURDAY **JULY 30, 2022**	**(37)**	**CALIFORNIA BREEDERS SPRINT STAKES** THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA	**$25,000** **350 YARDS**
SATURDAY **JULY 30, 2022**	**(38)**	**SIGN OF LANTY HANDICAP** THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA	**$25,000** **870 YARDS**
SATURDAY **AUGUST 6, 2022**	**(39)**	**BANK OF AMERICA** **CALIFORNIA REGIONAL CHALLENGE** THREE YEAR OLDS AND UPWARD TRIALS TO BE RUN, SATURDAY, JULY 16, 2022	**$40,000 Estimated** **$15,000 Added + $20,000** **B of A Racing Challenge** **440 YARDS**
SUNDAY **AUGUST 7, 2022**	**(40)**	**ARC CALIFORNIA REGIONAL** **DISTAFF CHALLENGE** FILLIES AND MARES THREE YEAR OLDS AND UPWARD TRIALS TO BE RUN, SUNDAY, JULY 17, 2022	**$30,000 Estimated** **$7,500 Added +** **$7,500 B of A Racing Challenge** **400 YARDS**
SATURDAY **AUGUST 13, 2022**	**(41)**	**JOHN DEERE JUVENILE CALIFORNIA REGIONAL CHALLENGE** TWO YEAR OLDS TRIALS TO BE RUN, SATURDAY, JULY 23, 2022	**$50,000 Estimated** **$10,000 Added +** **$15,000 B of A Racing Challenge** **350 YARDS**

2023 STAKES SCHEDULE

To Be Run	EVENT		Purse & Distance
SATURDAY **JULY 29, 2023**	**(36)**	**CALIFORNIA BREEDERS DEBUTANTE STAKES** FILLIES, THREE YEAR OLDS BRED IN CALIFORNIA	**$20,000** **350 YARDS**
SATURDAY **JULY 29, 2024**	**(37)**	**JENS L LIST JR MEMORIAL** **CALIFORNIA BREEDERS STAKES** **T**HREE YEAR OLDS BRED IN CALIFORNIA	**$25,000** **400 YARDS**
SATURDAY **JULY 29, 2023**	**(38)**	**$5,000 SOPHOMORE CLAIMING STAKES** THREE YEAR OLDS BRED IN CALIFORNIA CLAIMING PRICE $5,000	**$15,000** **350 YARDS**
SATURDAY **JULY 29, 2023**	**(39)**	**$10,000 SOPHOMORE CLAIMING STAKES** THREE YEAR OLDS BRED IN CALIFORNIA CLAIMING PRICE $10,000	**$17,500** **350 YARDS**
SATURDAY **JULY 29, 2023**	**(40)**	**$5,000 SENIOR CLAIMING STAKES** THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA CLAIMING PRICE $5,000	**$15,000** **400 YARDS**
SATURDAY **JULY 29, 2023**	**(41)**	**$10,000 SENIOR CLAIMING STAKES** THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA CLAIMING PRICE $10,000	**$17,500** **400 YARDS**
SATURDAY **JULY 29, 2023**	**(42)**	**CALIFORNIA BREEDERS SPRINT STAKES** THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA	**$25,000** **350 YARDS**
SUNDAY **AUGUST 6, 2023**	**(43)**	**BANK OF AMERICA** **CALIFORNIA REGIONAL CHALLENGE** THREE YEAR OLDS AND UPWARD TRIALS TO BE RUN, SATURDAY, JULY 15, 2023	**$40,000 Estimated** **$15,000 Added + $20,000** **$20,000 B of A Racing Challenge** **440 YARDS**
SUNDAY **AUGUST 6, 2023**	**(44)**	**ARC CALIFORNIA REGIONAL** **DISTAFF CHALLENGE** FILLIES AND MARES THREE YEAR OLDS AND UPWARD TRIALS TO BE RUN, SUNDAY, JULY 16, 2023	**$30,000 Estimated** **$7,500 Added +** **$7,500 B of A Racing Challenge** **400 YARDS**
SATURDAY **AUGUST 12, 2023**	**(45)**	**JOHN DEERE JUVENILE CALIFORNIA REGIONAL CHALLENGE** TWO YEAR OLDS TRIALS TO BE RUN, SATURDAY, JULY 22, 2023	**$50,000 Estimated** **$10,000 Added +** **$15,000 B of A Racing Challenge** **350 YARDS**

2022 STAKES SCHEDULE

To Be Run	EVENT		Purse & Distance
SUNDAY **AUGUST 14, 2022**	**(42)**	**GOLDEN STATE DERBY** THREE YEAR OLDS TRIALS TO BE RUN, SUNDAY, JULY 24, 2022	**$200,000 Projected** **$50,000 Added** **400 YARDS**
SATURDAY **AUGUST 20, 2022**	**(43)**	**PAT HYLAND MEMORIAL HANDICAP** TWO YEAR OLDS	**$25,000** **350 YARDS**
SUNDAY **AUGUST 21, 2022**	**( )**	**$12,500 CLAIMING FUTURITY** TWO YEAR OLDS TRIALS TO BE RUN, SUNDAY, JULY 31, 2022	**$70,000 Approximated** **$20,000 Added** **350 YARDS**
SATURDAY **AUGUST 27, 2022**	**(44)**	**TRULY A PLEASURE HANDICAP** THREE YEAR OLDS AND UPWARD QUARER HORSES AND THOROUGHBREDS	**$20,000** **870 YARDS**
SATURDAY **AUGUST 27, 2022**	**(45)**	**SGT PEPPER FEATURE HANDICAP** THREE YEAR OLDS	**$25,000** **350 YARDS**
SUNDAY **AUGUST 28, 2022**	**(46)**	**GO MAN GO HANDICAP** THREE YEAR OLDS AND UPWARD	**$100,000** **400 YARDS**
SATURDAY **SEPTEMBER 3, 2022**	**( )**	**THE PLAN OVERNIGHT HANDICAP** TWO YEAR OLDS	**$15,000** **350 YARDS**
SUNDAY **SEPTEMBER 4, 2022**	**( )**	**HE FLYS OVERNIGHT HANDICAP** THREE YEAR OLDS AND UPWARD	**$16,000** **350 YARDS**
SUNDAY **SEPTEMBER 18, 2022**	**(47)**	**MILDRED N VESSELS MEMORIAL HANDICAP** FILLIES AND MARES THREE YEAR OLDS AND UPWARD	**$125,000** **$100,000 Added** **400 YARDS**
SATURDAY **OCTOBER 1, 2022**	**(48)**	**BLANE SCHVANEVELDT HANDICAP** THREE YEAR OLDS AND UPWARD	**$25,000** **400 YARDS**
SATURDAY **OCTOBER 1, 2022**	**(49)**	**PCQHRA BREEDERS DERBY** THREE YEAR OLDS AND UPWARD TRIALS TO BE RUN, SATURDAY, SEPTEMBER 10, 2022	**$175,000 Projected** **$50,000 Added** **400 YARDS**
SUNDAY **OCTOBER 2, 2022**	**(50)**	**PCQHRA BREEDERS FUTURITY** TWO YEAR OLDS TRIALS TO BE RUN, SUNDAY, SEPTEMBER 11, 2022	**$400,000 Projected** **$50,000 Added** **350 YARDS**
SATURDAY **OCTOBER 8, 2022**	**(51)**	**AUTUMN HANDICAP** TWO YEAR OLDS	**$30,000** **350 YARDS**
SATURDAY **OCTOBER 8, 2022**	**(52)**	**ROBERT L BONIFACE LOS ALAMITOS INVITATIONAL CHAMPIONSHIP** THREE YEAR OLDS AND UPWARD	**$125,000** **440 YARDS**
SUNDAY **OCTOBER 16, 2022**	**(53)**	**LOS ALAMITOS WILD WEST FUTURITY** TWO YEAR OLDS TRIALS TO BE RUN, SUNDAY, SEPTEMBER 25, 2022	**$125,000 Projected** **$20,000 Added** **350 YARDS**
SATURDAY **OCTOBER 22, 2022**	**( )**	**JOHN WARD OVERNIGHT HANDICAP** THREE YEAR OLDS AND UPWARD	**$16,000** **400 YARDS**

2023 STAKES SCHEDULE

To Be Run	EVENT		Purse & Distance
SUNDAY **AUGUST 13, 2023**	**(46)**	**GOLDEN STATE DERBY** THREE YEAR OLDS TRIALS TO BE RUN, SUNDAY, JULY 23, 2023	**$250,000 Projected** **$50,000 Added** **400 YARDS**
SATURDAY **AUGUST 19, 2023**	**(47)**	**FLORENTINE** FILLIES/MARES THREE YEAR OLDS AND UPWARD (WHICH HAVE NOT EARNED $25,000 IN 2023)	**$25,000** **350 YARDS**
SUNDAY **AUGUST 20, 2023**	**(48)**	**$12,500 CLAIMING FUTURITY** TWO YEAR OLDS TRIALS TO BE RUN, SUNDAY, JULY 30, 2023	**$70,000 Approximated** **$20,000 Added** **350 YARDS**
SATURDAY **AUGUST 26, 2023**	**(49)**	**SGT PEPPER FEATURE HANDICAP** THREE YEAR OLDS	**$35,000** **350 YARDS**
SUNDAY **AUGUST 27, 2023**	**(50)**	**GO MAN GO HANDICAP** THREE YEAR OLDS AND UPWARD	**$100,000** **400 YARDS**
SUNDAY **SEPTEMBER 17, 2023**	**(51)**	**MILDRED N VESSELS MEMORIAL HANDICAP** FILLIES AND MARES THREE YEAR OLDS AND UPWARD	**$125,000** **$100,000 Added** **400 YARDS**
SUNDAY **SEPTEMBER 17, 2023**	**(52)**	**GO JOSIE GO** TFILLIES/MARES THREE YEAR OLDS AND UPWARD THREE YEAR OLDS AND UPWARD	**$25,000** **350 YARDS** **400 YARDS**
SATURDAY **SEPTEMPBER 30, 2023**	**(53)**	**BLANE SCHVANEVELDT HANDICAP** THREE YEAR OLDS AND UPWARD (RESTRICTED INTERMOUNTAIN)	**$35,000** **400 YARDS**
SATURDAY **SEPTEMBER 30, 2023**	**(54)**	**PCQHRA BREEDERS DERBY** THREE YEAR OLDS AND UPWARD TRIALS TO BE RUN, SATURDAY, SEPTEMBER 9, 2023	**$175,000 Projected** **$50,000 Added** **400 YARDS**
SUNDAY **OCTOBER 1, 2023**	**(55)**	**PCQHRA BREEDERS FUTURITY** TWO YEAR OLDS TRIALS TO BE RUN, SUNDAY, SEPTEMBER 10, 2023	**$400,000 Projected** **$50,000 Added** **350 YARDS**
SATURDAY **OCTOBER 7, 2023**	**(56)**	**ROBERT L BONIFACE LOS ALAMITOS INVITATIONAL CHAMPIONSHIP** THREE YEAR OLDS AND UPWARD	**$125,000** **440 YARDS**
SATURDAY **OCTOBER 7, 2023**	**(57)**	**SOUND DASH** FILLIES/MARES THREE YEAR OLDS AND UPWARD	**$35,000**
SUNDAY **OCTOBER 22, 2022**	**(58)**	**LOS ALAMITOS WILD WEST FUTURITY** TWO YEAR OLDS TRIALS TO BE RUN, SUNDAY, OCTOBER 1, 2023	**$125,000 Projected** **$20,000 Added** **350 YARDS**
SATURDAY **OCTOBER 21, 2023**	**(59)**	**OVERNIGHT HANDICAP** THREE YEAR OLDS AND UPWARD	**$25,000** **400 YARDS**

2022 STAKES SCHEDULE

To Be Run	EVENT		Purse & Distance
SUNDAY **OCTOBER 30, 2022**	**(59)**	**GOLDEN STATE MILLION FUTURITY** TWO YEAR OLDS TRIALS TO BE RUN, SUNDAY, OCTOBER 9, 2022	**$1,000,000 Projected** **$100,000 Added** **400 YARDS**
SATURDAY **NOVEMBER 5, 2022**	**(55)**	**TOWN POLICY STAKES** THREE YEAR OLDS	**$25,000** **400 YARDS**
SATURDAY **NOVEMBER 5, 2022**	**(56)**	**LOS ALAMITOS SUPER DERBY** THREE YEAR OLDS TRIALS TO BE RUN, SATURDAY, OCTOBER 15, 2022	**$1,000,000 Projected** **$200,000 Added** **400 YARDS**
SATURDAY **NOVEMBER 12, 2022**	**(57)**	**CORONA CHICK HANDICAP** TWO YEAR OLDS	**$25,000** **400 YARDS**
SUNDAY **NOVEMBER 13, 2022**	**(58)**	**Z WAYNE GRIFFIN DIRECTORS TRIAL** THREE YEAR OLDS AND UPWARD TRIALS FOR THE CHAMPION OF CHAMPIONS	**$15,000 per Trial** **400 YARDS**
SUNDAY **NOVEMBER 20, 2022**	**(59)**	**LAS DAMAS HANDICAP** FILLIES AND MARES THREE YEAR OLDS AND UPWARD	**$50,000** **400 YARDS**
SUNDAY **DECEMBER 4, 2022**	**(60)**	**SNOWBOUND SUPERSTAR HANDICAP** THREE YEAR OLDS AND UPWARD QUARTER HORSES AND THOROUGHBREDS	**$20,000** **870 YARDS**
SATURDAY **DECEMBER 10, 2022**	**(61)**	**PAUL B FORD MEMORIAL HANDICAP** THREE YEAR OLDS AND UPWARD	**$20,000** **550 YARDS**
SUNDAY **DECEMBER 11, 2022**	**(62)**	**CHAMPION OF CHAMPIONS** THREE YEAR OLDS AND UPWARD TRIALS TO BE RUN, SUNDAY, NOVEMBER 13, 2022	**$600,000** **440 YARDS**
SATURDAY **DECEMBER 10, 2022**	**(63)**	**LOS ALAMITOS 2 MILLION FUTURITY** TWO YEAR OLDS TRIALS TO BE RUN, SATURDAY, NOVEMBER 19, 2022	**$1,800,000 Projected** **$350,000 Added** **400 YARDS**
SATURDAY **DECEMBER 17, 2022**	**(64)**	**A RANSOM HANDICAP** THREE YEAR OLDS	**$25,000** **350 YARDS**
SATURDAY **DECEMBER 17, 2022**	**(65)**	**FIRST DOWN DASH HANDICAP** THREE YEAR OLDS AND UPWARD	**$25,000** **400 YARDS**
SUNDAY **DECEMBER 18, 2022**	**(66)**	**SOUTHERN CALIFORNIA DERBY** THREE YEAR OLDS TRIALS TO BE RUN, SUNDAY, NOVEMBER 27, 2022	**$175,000 Projected** **$35,000 Added** **400 YARDS**

2023 STAKES SCHEDULE

To Be Run	EVENT		Purse & Distance
SUNDAY **OCTOBER 29, 2023**	**(60)**	**GOLDEN STATE MILLION FUTURITY** TWO YEAR OLDS TRIALS TO BE RUN, SUNDAY, OCTOBER 8, 2023	**$1,000,000 Projected** **$100,000 Added** **400 YARDS**
SUNDAY **OCTOBER 29, 2023**	**(61)**	**AH SIGH** TWO YEAR OLDS (GOLDEN STATE MILLION PREFERRED)	**$30,000** **350 YARDS**
SATURDAY **NOVEMBER 4, 2023**	**(62)**	**TOWN POLICY STAKES** THREE YEAR OLDS	**$25,000** **400 YARDS**
SATURDAY **NOVEMBER 4, 2023**	**(63)**	**JUSTANOLD LOVE** FILLIES THREE YEAR OLDS	**$25,000** **350 YARDS**
SUNDAY **NOVEMBER 5, 2023**	**(64)**	**LOS ALAMITOS SUPER DERBY** THREE YEAR OLDS TRIALS TO BE RUN, SUNDAY, OCTOBER 15, 2023	**$1,000,000 Projected** **$200,000 Added** **400 YARDS**
SATURDAY **NOVEMBER 11, 2023**	**(65)**	**CORONA CHICK HANDICAP** TWO YEAR OLDS	**$25,000** **400 YARDS**
SUNDAY **NOVEMBER 12, 2023**	**(66)**	**Z WAYNE GRIFFIN DIRECTORS TRIAL** THREE YEAR OLDS AND UPWARD TRIALS FOR THE CHAMPION OF CHAMPIONS	**$20,000 per Trial** **400 YARDS**
SATURDAY **NOVEMBER 18, 2023**	**(67)**	**LAS DAMAS HANDICAP** FILLIES AND MARES THREE YEAR OLDS AND UPWARD	**$75,000** **400 YARDS**
SATURDAY **NOVEMBER 18, 2023**	**(68)**	**LAS CHIQUITAS** FILLIES THREE YEAR OLDS TRIALS TO BE RUN SATURDAY, SEPTEMBER 28, 2023	**$20,000** 350 **YARDS**
SUNDAY **DECEMBER 3, 2023**	**(69)**	**1000 YARD CHAMPIONSHIP** THREE YEAR OLDS AND UPWARD QUARTER HORSES AND THOROUGHBREDS	**$50,000** **1000 YARDS**
SUNDAY **DECEMBER 3, 2023**	**(70)**	**1000 YARD FILLIES** THREE YEAR OLDS AND UPWARD QUARTER HORSES AND THOROUGHBREDS	**$30,000** **1000 YARDS**
SUNDAY **DECEMBER 3, 2023**	**(71)**	**1000 YARD STAKES (11-20)** THREE YEAR OLDS AND UPWARD QUARTER HORSES AND THOROUGHBREDS	**$30,000** **1000 YARDS**
SATURDAY **DECEMBER 9, 2023**	**(72)**	**CHAMPION OF CHAMPIONS** THREE YEAR OLDS AND UPWARD TRIALS TO BE RUN, SUNDAY, NOVEMBER 12, 2023	**$750,000** **440 YARDS**
SUNDAY **DECEMBER 10, 2023**	**(73)**	**LOS ALAMITOS 2 MILLION FUTURITY** TWO YEAR OLDS TRIALS TO BE RUN, SUNDAY, NOVEMBER 19, 2023	**$1,800,000 Projected** **$350,000 Added** **400 YARDS**
SUNDAY **DECEMBER 10, 2023**	**(74)**	**LOS ALAMITOS 2 MILLION JUVENILE** TWO YEAR OLDS (LOS ALAMITOS 2 MILLION TRIAL ENTRANTS PREFERRED)	**$50,000** **350 YARDS**
SATURDAY **DECEMBER 16, 2023**	**(75)**	**A RANSOM HANDICAP** THREE YEAR OLDS	**$25,000** **350 YARDS**
SATURDAY **DECEMBER 16, 2023**	**(76)**	**FIRST DOWN DASH HANDICAP** THREE YEAR OLDS AND UPWARD	**$40,000** **400 YARDS**
SUNDAY **DECEMBER 17, 2023**	**(77)**	**SOUTHERN CALIFORNIA DERBY** THREE YEAR OLDS TRIALS TO BE RUN, SUNDAY, NOVEMBER 26, 2023	**$175,000 Projected** **$35,000 Added** **400 YARDS**

2024 Stakes Purse Changes:

	2023 Amount	2024 Amount
Virginia Hyland Stakes	$35,000	$40,000
Moonist Stakes	$35,000	$40,000
James S Smith Memorial Handicap	$25,000	$30,000
Dashing Folly	$25,000 $	$30,000
Kaweah Bar Handicap	$35,000	$40,000
1000 Yard Summer Stake	$30,000	$40,000
Independence Day Handicap	$25,000	$30,000
Sgt Pepper Feature	$35,000	$40,000
Town Policy	$25,000	$30,000
Justanold Love	$25,000	$30,000
1000 Yard Winter Championship	$50,000	$75,000
1000 Yard Winter Stake	$30,000	$40,000

2023 Stakes not on the 2024 Stakes Schedule – due to lack of entries or scheduling issues:

January 14, 2023 Cypress Handicap

September 30, 2023 PCQHRA Breeders Derby

November 11, 2023 Corona Chick Handicap

November 18, 2023 Las Chiquitas

Los Alamitos Quarter Horse Racing Association – 2024 Race Meet Application

Item #3.F. List all post times for the daily racing program.

Race	Saturday	Sunday
1	6:00	5:00
2	6:28	5:28
3	6:56	5:56
4	7:24	6:24
5	7:52	6:52
6	8:20	7:20
7	8:48	7:48
8	9:16	8:16
9	9:44	8:44
10	10:12	9:12
11	10:40	9:40
12	11:08	10:08
13	11:36	10:36
14		11:04
15		11:32

Note: First post may be delayed until 30 minutes after Santa Anita/Del Mar/Golden Gate last race or 45 minutes after Los Alamitos Thoroughbred last race.

C. CORPORATION

1. Registered name of the corporation: Horsemen's Quarter Horse Racing Association, dba Los Alamitos Quarter Horse Racing Association
2. State where incorporated: California
3. Registry or file number for the corporation: C0618259
4. Names of all officers and directors, titles, and the number of shares of the corporation held by each: Edward C. Allred - Chairman/Director, Cathy Monji - President/Secretary, Richard M. English - Chief Financial Officer/Director, John Seibly - Vice President/Director, Anthony Zidich - Director, George Pardon - Director
5. Names (true names) of all persons, other than the officers and directors listed above, that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each: Quarter Horse Racing, Inc. 100%
6. Number of outstanding shares in the corporation: 0
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: Wagner, Kirkman, and Blaine
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.
   Quarter Horse Racing, 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:
15. Number of outstanding shares in the corporation:
16. Are the shares listed for public trading? Yes ☐ No ☐
    If yes, on which exchange and how is the stock listed?
17. Name of the custodian of the list of shareholders and/or the transfer agent for the share holdings of the corporation:

D. LLC

1. Registered name of the LLC:
2. State where articles of organization are filed:
3. Registry or file number for the LLC:
4. Attach a list of the names of all members (including individuals (true names), corporations, other LLCs, and foreign entities), titles, and the number of shares of the LLC held by each.
5. Are the shares listed for public trading? Yes ☐ No ☐
   If yes, on which exchange and how the stock is listed?
6. If more than 50% of the shares are held by a parent corporation or are paired with any

other corporation or entity, give the name of the parent and/or paired corporation or entity.

a. Is parent and/or paired entity either a publicly traded or privately held company that guarantees the obligation of the applicant? Yes ☐ No ☐
If no, proceed to section F. If yes, answer questions 7 through 12, below.

7. Registered name of the LLC/Corporation:
8. State where articles of organization are filed:
9. Registry or file number for the LLC:
10. Attach a list of the names (true names) of all members (members may include individuals, corporations, other LLCs, and foreign entities), titles, and the number of shares of the LLC held by each.
11. Are the shares listed for public trading? Yes ☐ No ☐
12. If yes, on what exchange and how the stock is listed:

E. OTHER

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

F. FINANCIAL INFORMATION *

1. Attach the most recent audited annual financial statement or financial report for the applicant. The financial statement or financial report shall include all relevant financial information specific to the applicant, including the following:

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

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

G. MANAGEMENT AND STAFF

1. Name and title of the managing officer and or/general manager of the association and the name and title of all department managers and staff, other than those listed in 13B, who will be listed in the official program: See attachment
2. Name and title of the person(s) authorized to receive notices on behalf of the association and the mailing and email address of such person(s): Cathy Monji, President, 4961 Katella

LAQHRA Management and Staff

Edward C. Allred	Chairman
Cathy Monji	President/Director
Richard M. English	Chief Financial Officer
Robert Snyder	Controller
Frank Sherren	Plant Superintendent
Cathy Monji	Director of Security
Bob Hurd	Director of Operations
John Ferrero	Director of Mutuels
Michael Wrona	Track Announcer
Rick Arthur, DVM	Equine Veterinary and Integrity Consultant
Tom Blake	Equine & Rider Safety Enhancement Consultant
John Ferrero	Director Simulcasting
Patricia Secrist	Director of Nominations
Dawn Jackson	Paymaster of Purses
Ken Walker	Director of Labor Relations

Avenue, Los Alamitos, CA 90720; email: cathymonji@gmail.com

5. TAKE OUT PERCENTAGE

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

Yes ☐ No ☐

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

Wager(s) to be adjusted:

Proposed percentage: %

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

NOTICE TO APPLICANT: Pursuant to Business and Professions Code section 19601.01, notwithstanding any other provision of law, a Thoroughbred association or fair, upon the filing of 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
2022	241,056,888	132,091
2021	265,111,744	147,051
2020	292,096,966	102,393
2019	228,734,042	366,527
2018	258,670,181	381,903

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

A. Purse distribution:

1. All races other than stakes:
   Current meet estimate: 2024 $9,800,000
   Prior meet actual: 2023 $9,657,939

   Average Daily Purse (7A1 ÷ number of days):
   Current meet estimate: 2024 $95,146
   Prior meet actual: 2023 $96,579

2. Overnight stakes:
   Current meet estimate: N/A
   Prior meet actual: N/A

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

3. Non-overnight stakes:
Current meet estimate: 2024 $3,277,500
Prior meet actual: 2023 $3,385,272

Average Daily Purse (7A3 ÷ number of days):
Current meet estimate: 2024 $31,820
Prior meet actual: 2023 $33,853

4. Total Purses: (7A1 + 7A2 + 7A3)
Current meet estimate: 2024 $13,077,500
Prior meet actual: 2023 $13,043,211

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: 2024 29.1%
Prior meet actual: 2023 27.2%

Average Daily Purse (7B1 ÷ number of days):
Current meet estimate: 2024 .28%
Prior meet actual: 2023 .27%

C. Funds to be generated for all California-bred incentive awards (including breeder awards and owners' premiums):
Current meet estimate: 2024 $427,000
Prior meet actual: 2023 $426,743

D. Payment to each recognized horsemen's organization contracting with the association and the name(s) of the organization(s): Pacific Coast Quarter Horse Racing Association

Recognized Horsemen's Organization

Current meet estimate:		Prior meet actual:	
2024	Click or tap here to enter text.		2023
Total:	$405,000	Total:	$402,457

E. Amount from all sources to be distributed in the form of purses or other benefits to horsemen (7A + 7C + 7D):
Current meet estimate: 2024 $13,909,500
Prior meet actual: 2023 $13,872,411

Average Daily Purse (7E ÷ number of days):
Current meet estimate: 2024 $135,044

Prior meet actual: 2023 $138,724

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: 2024 $11,000,000
Prior meet actual: 2023 $10,946,029

Average Daily Purse (7F ÷ number of days):
Current meet estimate: 2024 $106,796
Prior meet actual: 2023 $109,460

G. Purse funds to be generated from interstate handle:
Current meet estimate: 2024 $1,275,000
Prior meet actual: 2023 $1,280,952

Average Daily Purse (7G ÷ number of days):
Current meet estimate: 2024 $12,379
Prior meet actual: 2023 $12,810

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: Robert Passero, 230 Old Ranch Rd., Seal Beach, CA 90740

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: 1100

B. Minimum number of stalls believed necessary for the meeting: 1100

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): N/A

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: Rick Overly, CEO of Equine Sports Medicine, Ph (714) 527-2341, and his staff of veterinarians are on call 24/7 to handle any issues during training hours, workouts and racing. There is a rotation of private Veterinarians on site during all training hours.

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

10. PARI-MUTUEL WAGERING PROGRAM

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

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

	TYPE OF WAGERS	**APPLICABLE RULES**
Example Race:	$1 E; $1 Double	CHRB #1959; ARCI #VE
Race #1	See attachment	See attachment
Race #2	Click or tap here to enter text.	Click or tap here to enter text.
Race #3	Click or tap here to enter text.	Click or tap here to enter text.
Race #4	Click or tap here to enter text.	Click or tap here to enter text.
Race #5	Click or tap here to enter text.	Click or tap here to enter text.
Race #6	Click or tap here to enter text.	Click or tap here to enter text.
Race #7	Click or tap here to enter text.	Click or tap here to enter text.
Race #8	Click or tap here to enter text.	Click or tap here to enter text.

Los Alamitos Quarter Horse Racing Association – 2023 Race Meet Attachment

10.

A. 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
Race #1 $1E, $1DD, $1PNP4, $1TRI, $1SF, $1PPN	CHRB #1959, 1957, 1976.9, 1979, 1979.1,1976.8
Race #2 $1E, $1PK3, $1TRI, $1SF	CHRB #1959, 1977, 1979, 1979.1
Race #3 $1E, $1PK3, $1TRI, $1SF	CHRB #1959, 1977, 1979, 1979.1
Race #4 $1E, $1PK3, $1TRI, $1SF, $1DD	CHRB #1959, 1977, 1979, 1979.1, 1957
Race #5 $1E, $1PK3, $1TRI, $1SF, $1PNP6, $1DD	CHRB #1959, 1977, 1979, 1979.1, 1976.9, 1957
Race #6 $1E, $1PK3, $1TRI, $1SF	CHRB #1959, 1977, 1979, 1979.1
Race #7 $1E, $1PK3, $1TRI, $1SF	CHRB #1959, 1977, 1979, 1979.1
Race #8 $1E, $1PK3, $1TRI, $1SF	CHRB #1959, 1977, 1979, 1979.1
Race #9 $1E, $1PK3, $1TRI, $1SF	CHRB #1959, 1977, 1979, 1979.1
Race #10 $1E, $1PK3, $1TRI, $1SF	CHRB #1959, 1977, 1979, 1979.1
Race #11 $1E, $1PK3, $1TRI, $1SF	CHRB #1959, 1977, 1979, 1979.1
Race #12 $1E, $1PK3, $1TRI, $1SF, $1PNP4	CHRB #1959, 1977, 1979, 1979.1, 1976.9
Race #13 $1E, $1PK3, $1TRI, $1SF	CHRB #1959, 1977, 1979, 1979.1
Race #14 $1E, $1TRI, $1SF, $1DD	CHRB #1959, 1979, 1979.1, 1957
Race #15 $1E, $1TRI, $1SF	CHRB #1959, 1979, 1979.1

1. Late daily double will always occur in the last two races of the race card.
2. If there are not enough horses carded in a race to offer a trifecta, we will offer a $1 quinella, CHRB 1958.
3. Late pick four will always be offered on the last four races of the race card, CHRB 1976.9.
4. Rolling pick three begins in the second race of each card and continues through the 3rd to last race of the card.
5. If a field should only have 5 betting interests, LAQHRA requests administrative authority to cancel show wagering when necessary.
6. If running 12 or more races, LAQHRA requests administrative authority to add an additional pick four.
7. Pick four rule – 1976.9 – 100% Major pool, Daily payout.
8. Pick Six rule – 1976.9 – 70% Major, Mandatory payout closing day.

Race #9	Click or tap here to enter text.	Click or tap here to enter text.
Race #10	Click or tap here to enter text.	Click or tap here to enter text.
Race #11	Click or tap here to enter text.	Click or tap here to enter text.
Race #12	Click or tap here to enter text.	Click or tap here to enter text.
Race #13	Click or tap here to enter text.	Click or tap here to enter text.

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: December 22, 2024

D. List any options requested with regard to exotic wagering. N/A

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. Saturday and Sunday at 9:30am.

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 International, Jeff True, contract expires 8/14/2025

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

	TAKEOUT PERCENTAGE (Example) PNP5-14%
Race #1	Win, Place, Show - 17.63%
Race #2	All others - 22.88%
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. TVG, Game Play Network, NYRA Bets, Twin Spires, Watch and Wager, Xpressbet, Lien Games.

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

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

Yes ☒ No ☐

If yes, attach a copy of the approval. If no, explain the status of the approval.

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

12. SIMULCAST WAGERING PROGRAM

A. Simulcast organization engaged by the association to conduct simulcast wagering: Southern California Off-Track Wagering, Inc.

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: Alameda County Fair - Pleasanton; Sonoma County Fair - Santa Rosa; The Jockey Club at San Mateo; Big Fresno Fair - Fresno; California State Fair & Expo - Sacramento; Club One - Fresno; Golden Gate Fields - Albany; Solano County Fair - Vallejo; Monterey County Fair - Monterey; San Joaquin County Fair - Stockton; Santa Clara County Fair - San Jose; Surfside Race Place - Del Mar; Ventura County Fair - Ventura; San Bernardino County Fair - Victorville; Viejas Casino & Turf Club - Alpine; Del Mar Thoroughbred Club - Del Mar; Hollywood Park Casino - Inglewood; Cabazon Fantasy Springs Resort - Indio; The Farmers Fair - Perris; Antelope Valley Fair - Lancaster; National Orange Show - San Bernardino; Fairplex Park - Pomona; Santa Anita - Arcadia

D. Out-of-state wagering systems the association proposes to offer its live audiovisual signal: Mexico (including Agua Caliente and related books, Juarez and related books, and Hipodromo de las Americas and related books); Australia and New Zealand (TabCorp and Ubet).

E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the association: See attachment.

F. California minisatellite wagering facilities the association proposes to offer its live audiovisual signal: Commerce Casino - Commerce; Tilted Kilt - Thousand Oaks; Lake Elsinore Hotel and Casino; Sports Grill & Turf Club - Norco; Santa Clarita Lanes; Sammy's - Lake Forrest; Firehouse Restaurant - Bakersfield; Glen Arden - Glendale

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

Pacific Coast Quarter Horse Racing Association

October 4, 2023

Patricia Secrist, Nominations/Simulcasting Admin
Los Alamitos Quarter Horse Racing Assoc.
4961 Katella Avenue
Los Alamitos, CA. 90720

Dear Patricia,

This letter will constitute consent by the Pacific Coast Quarter Horse Racing Association for
Los Alamitos Race Course to export the satellite signal for the 2024 LAQHRA. Quarter Horse race meeting to the following locations:

Out of State Satellite Location	Contracted Fee (% of gross handle)
WatchAndWager, LLC, KY	EOT 4.5% WNW 6.5%

This consent is granted with the understanding that the out-of-state/country location(s) listed above will pay monies due as a result of the accompanying contracted fees (expressed as a percentage of the gross handle wagered at the locations listed above on all races simulcast from Los Alamitos Race Course) to LAQHRA, and that amount equal to one-half of the monies due from the aforestated fees will be deposited in the Quarter Horse Earned Purse Account at Los Alamitos Race Course. This consent is granted through Wednesday, December 20, 2023, through Tuesday, December 24, 2024.

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 • www.pcqhra.com

Pacific Coast Quarter Horse Racing Association

Kevin Hall
President
Lien Games Racing , LLC
PO Box 1029
Fargo, North Dakota 58107

October 4, 2023

Dear Mr. Hall,

Pacific Coast Quarter Horse Racing Association approves the full card simulcasting of races from Los Alamitos Race Course under the Federal Interstate Horse Racing Act to the hub operated by Lien Games Racing, LLC pursuant to the terms of the agreement between Lien Games Racing, LLC and Los Alamitos Race Course.

Sincerely,

Dino Perez
Executive Director

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

Pacific Coast Quarter Horse Racing Association

September 16, 2023

Patricia Secrist, Nominations/Simulcasting Admin
Los Alamitos Quarter Horse Racing Ass'n
4961 Katella Avenue
Los Alamitos, CA. 90720

Dear Patricia,

This letter constitutes a consent request to approve the full card of simulcasting races from Los Alamitos Race Course under the Federal Interstate Horse Racing Act to the Hub in Oregon operated by Twinspires, pursuant to the terms of the Simulcast/Hub agreement between Los Alamitos Race Course and TwinSpires, with a Hub fee of 6.25%

Out of State Satellite Location	Contracted Fee (% of gross handle)
CHURCHILL CDI EXP	
a. CHURCHILL DOWNS/OTBS	4%
b. CHURCHILL DOWNS TECH	6.5%
c. ELLIS PARK	4%
d. FAIR GROUNDS/OTBS	4%
e. COLONIAL DOWNS	4%
f. CODERE-PANAMA	4%
g. LOUISIANA DOWNS/OTB	4%
h. MAGNOLIA HILLS	4%
i. MIAMI VALLEY	4%
j. OAK GROVE/OTB	4%
k. OAKLAWN PARK	4%
l. TURFWAY/OTB	4%
m. OCEAN DOWNS	4%
n. PRESQUE ISLE DOWNS	4%

The term of this Hub Agreement shall be for the 2024 Quarter Horse Race meet.

Sincerely,

Dino Perez
PCQHRA

Pacific Coast Quarter Horse Racing Association

September 26, 2022

Patricia Secrist, Nominations/Simulcasting Admin
Los Alamitos Quarter Horse Racing Ass'n
4961 Katella Avenue
Los Alamitos, CA. 90720

Dear Patricia,

This letter will constitute consent request to approve the full card of simulcasting races from Los Alamitos Race Course under the Federal Interstate Horse Racing Act to the Hub Game Play Network and Los Alamitos Race Course, with a Hub fee of 6.0%

Out of State Satellite Location	Contracted Fee (% of gross handle)
Game Play Network Hub Agreement	6 %

The term of this Hub Agreement shall be for the 2022-2024 Quarter Horse Race meet.

Sincerely,

Dino Perez
PCQHRA

Pacific Coast Quarter Horse Racing Association

September 16, 2022

Patricia Secrist, Nominations/Simulcasting Admin
Los Alamitos Quarter Horse Racing Ass'n
4961 Katella Avenue
Los Alamitos, CA. 90720

Dear Patricia,

This letter will constitute consent request to approve the full card of simulcasting races from Los Alamitos Race Course under the Federal Interstate Horse Racing Act to the Hub NYRA Bets, NY and Los Alamitos Race Course, with a Hub fee of 5.0%

Out of State Satellite Location	Contracted Fee (% of gross handle)
NYRA Bets, NY	5.0%

The term of this Hub Agreement shall be for the 2022 meet through the 2024 meet.

Sincerely,

Dino Perez
PCQHRA

Pacific Coast Quarter Horse Racing Association

September 9, 2022

Patricia Secrist, Nominations/Simulcasting Admin
Los Alamitos Quarter Horse Racing Ass'n
4961 Katella Avenue
Los Alamitos, CA. 90720

Dear Patricia,

This letter constitutes a consent request to approve the full card of simulcasting races from Los Alamitos Race Course under the Federal Interstate Horse Racing Act to the hub Xpressbet, LLC. and Los Alamitos Race Course, with a Hub fee of 5.5%.

Out of State Satellite Location	Contracted Fee (% of gross handle)
Xpressbet, LLC Hub Agreement	5.5%

The term of this Hub Agreement shall be for the 2022 meet through the 2024 meet.

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 • www.pcqhra.com

Pacific Coast Quarter Horse Racing Association

John Hindman
TVG
6701 Center Drive West
Suite 160
Los Angeles, CA 90045

September 13, 2023

Dear Mr. Hindman,

Pacific Coast Quarter Horse Racing Association approves the full card simulcasting of races from Los Alamitos Race Course under the Federal Interstate Horse Racing Act to the hub in Oregon operated by TVG pursuant to the terms of the agreement between ODS Technologies, LP d/b/a TVG and Los Alamitos Race Course.

Sincerely,

Dino Perez
Executive Director

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

SOUTHERN CALIFORNIA **Exhibit 12.C/F (1/2)**

Cabazon Fantasy Springs Casino
84-245 Indio Springs Dr.
Indio, CA 92201

Surfside Race Place at Del Mar
2260 Jimmy Durante Blvd.
Del Mar, CA 92014

Hollywood Park
3883 W. Century
Inglewood, CA 90303

Sports Pavilion at The Farmer's Fair
18700 Lake Perris Dr.
Perris, CA 92571

Watch & Wager, Antelope Valley Fairgrounds
2551 West Ave. H
Lancaster, CA 93536

Los Alamitos Race Course
4961 Katella Ave
Los Alamitos, CA 90720

Santa Anita Park
285 W. Huntington Dr.
Arcadia, CA 91007

Sports Center at National Orange Show
930 S. Arrowhead Ave.
San Bernardino, CA 92408

Fairplex Park (Finish Line Grill)
2201 W. White Ave.
Pomona, CA 91768

The Derby Club, Seaside Park (Ventura Fair)
10 West Harbor Blvd.
Ventura, CA 93001

Sports Pavilion San Bernardino Co. Fair
14800 7th St.
Victorville, CA 92392

Viejas Casino & Turf Club
5000 Willows Rd.
Alpine, CA 91901

Commerce Casino (mini-satellite)
6131 E. Telegraph Rd.
Commerce, CA 90040

OC Tavern Grill & Sports Bar (mini-satellite)
2369 S. El Camino Real
San Clemente, CA 92672

Sammy's (mini-satellite)
23221 Lake Center Drive
Lake Forest, CA 92630

Santa Clarita Lanes (mini-satellite)
21615 Soledad Canyon Road
Saugus, CA 91350

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

The Derby Room (mini-satellite)
3230 Hamner Ave.
Norco, CA 92860

Firehouse (mini-satellite)
7701 White Ave.
Bakersfield, CA 93313

Lake Elsinore Hotel & Casino (mini-satellite)
20930 Malaga Road
Lake Elsinore, CA 92530

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

NORTHERN CALIFORNIA **Exhibit 12.C/F (1/2)**

Big Fresno Fair
1121 Chance Ave.
Fresno, CA 93702

Monterey County Fair
2004 Fairgrounds Rd.
Monterey, CA 93940

Golden Gate Fields
1101 Eastshore Highway
Berkley, CA 94710

Alameda County Fair
4501 Pleasanton Ave.
Pleasanton, CA 94566

California State Fair & Exposition
1600 Exposition Blvd.
Sacramento, CA 95815

The Jockey Club at San Mateo
2495 S. Delaware St.
San Mateo, CA 94403

Santa Clara County Fair
344 Tully Rd.
San Jose, CA 95111

San Joaquin County Fair
1658 South Airport Way
Stockton, CA 95206

Solano County Fair
900 Fairgrounds Dr.
Vallejo, CA 94589

Out of State Wagering Systems

307 Boot Hill Gillette OTB
AmWest Accounts
Arapahoe-Mile High
Assiniboia Downs
BetMGM NYRABets OR
Blue Ribbon Downs
Bordertown
Canterbury Night
Capital District OTB
Casino Association
Catskill IAW
Catskills OTB
Century Downs on-track
Cheyenne Plaza
Choctaw Casino- Pocola
Connecticut OTB
Connecticut OTB Acct Wagering
Day at the Track
Dayton
Delta Downs
Downs @ Albuquerque
DraftKings DKT
EBet Online
Egg Harbor Turf Club
Elite Turf Club 10
Elite Turf Club 17
Elite Turf Club 18
Elite Turf Club 19
Elite Turf Club 2
Elite Turf Club 20
Elite Turf Club 21
Elite Turf Club 25
Elite Turf Club 26
Elite Turf Club 4
Elite Turf Club 9
Emerald Downs
Fairgrounds
FanDuel Group 2
FanDuel Group 3
FanDuel Group 4
FanDuel Group 5
Favorites at Gloucester

Favorites at Toms River
Favorites at Woodbridge
Fort Erie
Fraser Downs
Freehold
Georgian Downs
Global Wagering Group
Grand River Raceway
Greenetrack
Gulf Greyhound
GWS Bet365
GWS German Tote
Hanover Raceway
Hastings Park
Hawthorne Account Wagering
Hiawatha Horse Park
Hoosier Park
Idabet.com/eBet
Illinois
Intl Betting Assoc
Kentucky OTB
Lien Games
Lone Star
Magna Bet
Maryland Jockey
Meadowlands
Nassau Internet Wagering
Nassau Regional OTB
Nevada
Nevada Indian Casinos
NJ ADW-Mobile
Northfield
Northville
NYRA Bets IL
NYRAbets
NYRABets National 1
NYRABets National 2
Oaklawn Park ADW
OffTrackbetting.com
Oregon Off-Tracks
Palace Casino
Panama
PariBet US
Penn Accounts xPA Group

Picov Downs
Plainridge
Player Management Group
Player Management Group B
Player Management Group C
Player Management Group K
PlayUp Rush LGR
Pointsbet
Prairie Meadows
Premier Gateway International
Premier Turf Club
Racebets
Remington Park
Retama
RGS
RGS Group 1
Rideau Carleton Raceway
Rocky Mountain Turf Club
Running Aces Harness Park
Sam Houston
Saratoga Harness Raceway
SaratogaBets
SaratogaBets Oregon
Scioto Downs
Seabrook Greyhound
Seabrook Greyhound Phonebet
Southland
Sudbury Downs
Suffolk District OTB
Suffolk Downs
Suffolk OTB Internet
SunRay Park & Casino
The Red Mile
The Track on 2
Tom's Bar Portland
Turf Paradise
TVG Arizona
TVG Group 3
TVG Group 5
TVG Group 6
TVG Group 7
TVG Massachusetts
TVG/Prairie Meadows Account Wa
Twinspires - Keeneland Select

Twinspires Mountain View
TWS-L White Label
US Offtrack
Western Fair Raceway
WinnaVegas Casino
Woodbine
WY Downs Evanston OTB
WY Downs Mills Beacon
X The Spot OTB LGR
Xpressbet Maryland
Xpressbet Southern Alberta
Yavapai Downs
Zia Park

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
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	

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

QUARTER HORSE SIMULCAST RACES TO BE IMPORTED

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

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
See Attachment		

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

OTHER BREED SIMULCAST RACES TO BE IMPORTED

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

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

Proposed Import of Quarter Horse and Harness races

Quarter Horse Imports	Race Dates	2022 # of Days	2022 # of Races	
Remington	3/5 to 5/28	25	141	Select Races
Sam Houston	4/23 to 6/18	13	107	Select Races
Delta Downs (Boyd, Hollwyood Gaming)	5/13 to 9/3	30	173	Select Races
Ruidoso	6/12 to 9/5	6	7	Select Races
Retama	7/1 to 8/20	13	116	Select Races
Albuquerque	7/30 to 10/1	16	75	Select Races
Lone Star	9/16 to 12/17	22	202	Select Races
Evangeline	10/7 to 12/17	17	58	Select Races
Indianapolies (AQHRA Champion races)	10/22	1	11	Select Races

Harness Imports	Race Dates	2022 # of Days	2022 # of Races	
Flamboro (Canada)	1/1 to 11/20	14	98	Select Races
Mohawk/Woodbine (Canada)	1/8 to 12/10	60	427	Select Races
Meadowlands	1/8 to 12/17	58	532	Select Races
Northfield	1/8 to 12/18	60	423	Select Races
Hawthrone	1/8 to 9/11	32	253	Select Races
Running Aces	5/15 to 9/17	17	108	Select Races
Hoosier	5/20 to 11/11	26	232	Select Races
Rideau	5/29 to 12/18	22	105	Select Races
Pocono	5/8 to 8/21	8	30	Select Races
Fair Meadows	6/24 to 7/24	8	60	Select Races
Yonkers	6/3 to 11/11	21	122	Select Races
Vernon Downs (Meadowlands)	8/12 to 8/26	5	10	Select Races
Pompano	12/26 to 1/30	6	38	Select Races
Ocean Downs	August- September			Select Races

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

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

13. CHARITY RACING DAYS

A. Name and address of the distributing agent (charity foundation) for the net proceeds from charity racing days held by the association: Los Alamitos Quarter Horse Charity Foundation, 4961 Katella Ave., Los Alamitos, CA 90720

B. Names and addresses of the trustees or directors of the distributing agent: Robert Main, 4961 Katella Ave., Los Alamitos, CA 90720; Althea Miller 4961 Katella Ave., Los Alamitos, CA 90720; Charles Brain, 4961 Katella Ave., Los Alamitos, CA 90720

C. Dates the association will conduct races as charity racing days OR:

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

NOTICE TO APPLICANT: Net proceeds from charity racing days shall be paid to the designated and approved distributing agent within 180 days following the conclusion of the association's race meeting in accordance with the provisions of Business and Professions Code section 19555. Thereafter, the distributing agent shall distribute not less than 90% of the aggregate proceeds from such charity racing days within twelve (12) calendar months after the last day of the meeting during which the charity racing days were conducted and shall distribute the remaining funds as soon thereafter as is practicable. At least 50% of the distribution shall be made to charities associated with the horse racing industry, in accordance with the provisions of Business and Professions Code section 19556(b) and (c).

14. RACING OFFICIALS, OFFICIALS, AND OFFICIATING EQUIPMENT

A. Racing officials nominated:

Association Veterinarian(s)	Becky Fitzgerald, DVM
Clerk of Scales	Natividad Estrada
Clerk of the Course	Isamar Guerrero
Film Specialist	Stewards - as assigned by the CHRB
Horse Identifier	Ralph Seville
Horseshoe Inspector	Brian Griffin
Paddock Judge	Thomas Bazley
Patrol Judges	Louie Cacioppo
Placing Judges	Jordan Castaneda, Daniel Villalba
Starter	Gary Brinson
Timer	Michael Ascanio

B. Management officials in the racing department:

Director of Racing	Jordan Castaneda
Racing Secretary	Jordan Castaneda
Assistant Racing Secretary	N/A
Paymaster of Purses	Dawn Jackson
Others (identify by name and title)	Assistant Director of Racing - Natividad Estrada

C. Name, address, email, and telephone number of the reporter employed to record and prepare transcripts of hearings conducted by the stewards: Barbara Weinstein, 9582 Hamilton Ave, STE 265, Huntington Beach, CA 92646, (714) 964-7102

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, 12/31/24

E. Indicate photo patrol video equipment to be used to record all races, name of the person supplying the service, and expiration date of the service contract. Specify the number and location of cameras for dirt and turf tracks. Pegasus Communications, Jim Porep, 4/22/24, see attachment.

F. Type of electronic timing device to be used for the timing of all races, name of the person supplying the service, and expiration date of the service contract: Pegasus Communications, Jim Porep, 4/22/24

15. SECURITY CONTROLS

A. State the name and title of the person responsible for security controls on the premises. Include an organizational chart of the security department and a list of the names of security personnel and contact telephone numbers. Cathy Monji - Director of Security, (714) 820-2810, see attachment.

B. Estimated number of security guards, gatemen, patrolmen, or others to be engaged in security tasks on a regular full-time basis: 24

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

2. Detention Stalls:

   a. Attach a plan for use of graded stakes or overnight races. N/A
   b. Number of security guards in the detention stall area during a 24-hour period: N/A
   c. Describe number and location of surveillance cameras in detention stall area. N/A

3. TCO2 Testing:

   a. Number of races to be tested, and number of horses entered in each race to be tested: N/A
   b. Plan for enhanced surveillance for trainers with high-test results: N/A
   c. Plan for detention stalls for repeat offenders: N/A
   d. Number of security personnel assigned to the TCO2 program: N/A

C. Describe the electronic security system.

1. Location and number of video surveillance cameras for the detention stall and stable gate: 11

PEGASUS COMMUNICATIONS
16633 Ventura Blvd, Suite 1010, Encino, CA 91430
818-907-1900 Fax 818-907-1930

September 13, 2023

Hi Orlando,

As requested this is the updated major video equipment list we have in service to Los Alamitos. Please let me know if you need anything further,

Julie Scanlon, GM
909.227.5762
julie@pci.tv
16633 Ventura Blvd, Suite 1010
Encino, CA 91436

1ea. HD graphics systems with Pegasus Datalink interface software
2ea. Sony 2 Mix Effects Switchers
1ea. ZPlay HD video recorder slow motion playback
1ea. 3Play HD video recorder slow motion playback
1ea. Expanded audio mixing board, digital 48 input, four stage box stations
1ea. Expanded video router, 200 x 200 i/o

1 HD Pan camera one
1 HD Pan camera two
1 HD 7/8 tower camera
1 HD 3/8 tower camera
1 HD Wireless gate camera system
1 HD shutter camera, finish line slow motion
1 HD jib mount winner's circle/finish line camera
1 HD TVG Set camera
1 HD Pan camera three isolation, cover shot (TB meets)
1 HD 1/4 camera (TB meet tower)
1 HD Robotic pole mounted camera
1 Drone, FAA certified pilot

Available as additional option
Overhead gate robotic camera
Cable camera - paddock, rail cam, other

Organizational Chart

LOS ALAMITOS RACE COURSE

SECURITY DEPARTMENT

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

cameras in the Test Barn area and 4 cameras at the stable gate provide 24 hour surveillance.

D. For night racing associations: Describe emergency lighting system. See attachment.

16. EMERGENCY SERVICES

A. Name, address, and emergency telephone number of the ambulance service to be used during workouts and during racing: Huntington Ambulance, PO Box 145, Sunset Beach, CA 90742, (562) 904-1550, cell (714) 325-0363 Stacey O'Brien. Horse ambulances available for training and racing are: one custom horse ambulance similar to standard Kimsey horse ambulance design with hydraulic floor, squeeze panel and winch. The equine ambulance is fully equipped with standard emergency equipment, including portable rubber mat, privacy screens and Kimsey Splint - staffed by Tractor Driver; one horse trailer is available for backup; one Vet Truck equipped with all medical supplies and staffed by an Assistant Starter and an Assistant Veterinarian.

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. Ambulance personnel and equipment are on site for first aid.

D. Name and emergency telephone number of the licensed physician on duty during the race meeting:
If Quarter Horse racing association, see D.1.

1. Name, address, and emergency telephone number of a hospital located within 1.5 miles of the racetrack, with which an agreement is in place to provide emergency medical services, pursuant to Business and Professions Code section 19481.3(a): Los Alamitos Medical Center, 3751 Katella Ave., Los Alamitos, CA, (562) 799-3212; West Anaheim Medical Center, 3033 West Orange Ave., Anaheim CA 92804, (714) 827-3000; In case of a major accident/head injury (as determined by the Paramedics) they are routed to: Long Beach Memorial, 2801 Atlantic Ave, Long Beach, CA 90802, (562) 933-2000; or UCI Medical Center, 101 The City Drive, Orange, CA 92868, (714) 456-7890

E. Name, address, and emergency telephone number of the hospital to be used for admittance and treatment of emergency injuries in the event of an on-track injury to a jockey: Los Alamitos Medical Center, 3751 Katella Ave., Los Alamitos, CA, (562) 799-3212; West Anaheim Medical Center, 3033 West Orange Ave., Anaheim CA 92804, (714) 827-3000; In case of a major accident/head injury (as determined by the Paramedics) they are routed to: Long Beach Memorial, 2801 Atlantic Ave, Long Beach, CA 90802, (562) 933-2000; or UCI Medical Center, 101 The City Drive, Orange, CA 92868, (714) 456-7890

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

Emergency Track Lighting System
Los Alamitos Race Course

The main race track lighting system is comprised of (970) 1000 watt 277 volt metal halogen light fixtures. The emergency lighting system is comprised of (305) 1500 watt quartz light fixtures. If the main system experiences a brief loss or interruption of power the metal halogen lights will fail. Due to the type of fixture they may take up to 20 minuets to reach full illumination. In the event of an interruption of this type the back-up emergency quartz lighting system automatically comes. This happens instantly and the back-up emergency system can remain on for up to 90 minutes.

Huntington Ambulance,LLC

CHRB
1010 Hurley Way #300
Sacramento, CA 95825

August 22, 2023

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

Stacey O'Bryan - President
Huntington Ambulance,LLC

Finish Line Self Insurance Group, Inc.

4961 Katella, Los Alamitos, CA 90720 • phone 714-820-2743 • fax 714-820-2813

Steps Required in Reporting a Workers Compensation Accident

1. **Immediately Report an accident** to Security **AND** Finish Line Self Insurance Group (714) 820-2743. **You must report the incident within 24 hours.**

2. **Obtain a treatment authorization form** from the Finish Line Self Insurance Group Office or, **if on a weekend, from the Security office.**

3. Go to the **designated clinic** for treatment.
   Healthpointe Medical Center
   7052 Orangewood Ave, Suite 6
   Garden Grove (714) 903-1100

Finish Line Self Insurance Group, Inc.

4961 Katella, Los Alamitos, CA 90720 • phone 714-820-2743 • fax 714-820-2813

Pasos Requeridos en Caso de un Accidente

1. **Inmediatamente reporten** el accidente a **seguridad** y a la oficina de Finish Line Self Insurance Group (714) 820-2743. **Tiene que ser reportado dentro de las primeras 24 horas del incidente.**

2. **Obtengan la forma de autorización** para tratamiento de la oficina de Finish Line Self Insurance Group o, **en los fines de semana, de la oficina de seguridad**

3. Vayan a la **clínica designada**
   Healthpointe Medical Center
   7052 Orangewood Ave, Suite 6
   Garden Grove (714) 903-1100

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): Allie Rodriguez/FLSIG-safety manager, Frank Sherren - safety program director LARC

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): Finish Line Self Insurance Group, Certificate number On File, Sig Solutions PO Box 905, Seal Beach, CA 90740, see attachment.

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:

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: $1,100,000.
Promotional/Marketing budget for prior race meeting: $1,100,000

C. Number of hosts and hostesses employed for meeting: 4

D. Describe facilities set aside for new fans. New fan experiences are enhanced by visiting outdoor seating in the Vessels Club, the Mezzanine Terrace, Burgart's patio or Schwanie's Grill at the Gap.

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

LOS ALAMITOS
RACE COURSE

Date: September18, 2023

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

RE: Exemption from Board Rule 1927 Compliance

Dear Mr. Chaney,

Each year Los Alamitos Race Course (LARC) receives a Fire and Life Safety Clearance Letter that establishes LARC has a reasonable degree of Fire and Life Safety. This clearance letter is submitted to the CHRB as part of our Racing License Application each year. Please find a current Orange County Fire Authority Fire and Life Safety Clearance Letter attached dated March 22, 2023.

Los Alamitos Quarter Horse Racing Association is requesting an exemption from the 45-day provision in Board Rule 1927, Fire Prevention.

The Orange County Fire Authority (OCFA) conducts their Fire Inspections on an annual basis. The OCFA considers the fire and life safety clearance letter dated March 22, 2023 to be valid for a period of not less than one calendar year from the time issued. Due to OCFA scheduling limitations they will not schedule an additional inspection within the same calendar year. The OCFA considers LARC in full compliance with Fire and Life Safety codes and regulations.

For that reason, a fire inspection and new fire clearance letter cannot be obtained within the required 45-day window prior to the start of our proposed race meet. Understanding that it is beyond the control of LARC to comply with this section of Board Rule 1927, Los Alamitos Race Course is requestion an exemption from the 45-day provision in Board Rule 1927

Respectfully,

Frank Sherren
Facility Manager
Los Alamitos Race Course

4961 Katella Ave • Cypress, CA 90720 • ph 714-820-2800 • fax 714-820-2820

ORANGE COUNTY FIRE AUTHORITY
P. O. Box 57115, Irvine, CA 92619-7115 • 1 Fire Authority Road, Irvine, CA 92602-0125
Brian Fennessy Fire Chief (714) 573-6000 www.ocfa.org

March 22, 2023

Los Alamitos Race Course
4961 Katella Av.
Los Alamitos, CA 90720
Attn : Mr. Frank Sherren

Dear Mr. Sherren,

This letter is in response to you request for a fire and life safety clearance at the above address. The annual fire inspections have been completed and I can report that there is a reasonable degree of fire safety present at this time.

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

Respectfully,

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

Number: 4524-001

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

LOS ALAMITOS RACING ASSOCIATION AND QUARTER HORSE RACING, INC, A GENERAL PARTNERSHIP, DBA LOS ALAMITOS RACE COURSE

(Name of Affiliate)

FINISH LINE SELF INSURANCE GROUP, INC.

(Master Certificateholder)

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

This certificate may be revoked at any time for good cause shown.*

EFFECTIVE:

THE 1st DAY OF **JULY** **2005**

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA

MARK T. JOHNSON, MANAGER

JOHN M. REA, DIRECTOR

*Revocation of Certificate.-- "A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of the solvency of such employer, the inability of the employer to fulfill his obligations, or the practice by such employer or his agent in charge of the administration of obligations under this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him." (Section 3702 of Labor Code.) The Certificate may be revoked for noncompliance with Title 8, California Aministrative Code, Group 2 --Administration of Self-Insurance.

Form A-4 -10 A

FINILIN-03 GIROND

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/13/2023

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 : Safety National Casualty Corp 15105
INSURED Los Alamitos Racing Assoc and Quarter Horse Racing, Inc. 4961 Katella Avenue Los Alamitos, CA 90720	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SP4067341	1/1/2023	1/1/2024	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Proof of Coverage
Evidence of Coverage

CERTIFICATE HOLDER

California Horse Racing Board
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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The ACORD name and logo are registered marks of ACORD

1. Horsemen — New office built at the main entrance to the barn area, improvements have been made to receiving & testing barns
2. Fans — New video monitors & ongoing sports bar upgrades
3. Facilities in the restricted areas — Barns, including bathrooms, are subject to an on-going maintenance and upgrade program.

19. SCHEDULE OF CHARGES

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

Admission (general)	$3.00
Admission (clubhouse)	$10.00 Burgarts and Vessels Club
Reserved seating (general)	N/A
Reserved seating (clubhouse)	N/A
Parking (general)	Free
Parking (preferred)	$5.00
Parking (valet)	N/A
Programs (on-track)	$4.50
(off-track)	$4.75

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

C. Describe any "package" plans, such as combined parking, admission, and program. None

20. JOCKEYS/DRIVERS' QUARTERS

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

☒ Corners (lockers and cubicles) How many 60

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

☐ Masseur ☐ Food/beverage service ☒ Certified platform scale

B. Describe the quarters to be used for female jockeys/drivers. Separate quarters with cubicles, showers, steam box, sleeping quarters.

21. BACKSTRETCH EMPLOYEE HOUSING

A. Inspection of backstretch housing was completed by (name) See attachment on (date) October, 2022.

B. Number of rooms used for housing on the backstretch of the racetrack: 228 out of 344

C. Number of restrooms available on the backstretch of the racetrack: 13

D. Estimated ratio of restroom facilities to the number of backstretch personnel: 18/1

22. TRACK SAFETY

A. Total distance of the racecourse, measured from the finish line counterclockwise (3' from the inner railing) back to the finish line: 5100 feet.

Los Alamitos Race Course

2024 SEASON SEATS

Live Racing: **QUARTERHORSE/THOROUGHBRED** –December 20, 2023 to December 24, 2024
Satellite Racing: Year Round

Options:

A. VESSELS CLUB EXECUTIVE (**PLEASE NOTE: FOR LIVE NIGHT RACING ONLY**) **$3,000.00**
December 20, 2023– December 24, 2024
Four membership cards - each valid for one Vessels Club annual admission, two Premium Parking Passes, and **FOUR SEAT TABLE FOR LIVE NIGHT RACING.**

B. VESSELS CLUB ANNUAL **$ 500.00**
December 20, 2023– December 24, 2024
One membership card valid for one Vessels Club annual admission.

C. VESSELS CLUB PARKING ANNUAL **$ 1,500.00**
One Vessels Club Placard valid for one Vessels Club annual parking pass.

D. PREFERRED PARKING PASS ANNUAL **$ 500.00**
One preferred parking placard valid for one preferred parking annual parking pass

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E. COMPLIMENTARY VESSELS CLUB HORSEMAN'S MEMBERSHIP **$ 0.00**
Two membership cards. (**FOR QUARTERHORSE AND THOROUBRED OWNERS, TRAINERS, JOCKEYS**)

A **Vessels Club Membership card includes admission for all live and satellite racing conducted at Los Alamitos** from December 20, 2023 through December 24, 2024 . **NO OUTSIDE FOOD OR BEVERAGES** will be allowed in the Vessels Club. Your signature below acknowledges that you have read, understood, and will abide by the rules of the Vessels Club including the **dress code**.

_____
Signature of Member Date

Selection (circle choice): **A B C D E**
Please issue card(s) as follows: (PLEASE PRINT)

1. **My name** _____
2. _____
3. _____
4. _____
5. _____
6. _____

THIS SPACE FOR OFFICE USE ONLY

Number Card Number

_____ _____
_____ _____
_____ _____
_____ _____
_____ _____
_____ _____

Table #: _____

Address_____
_____
Street City State Zip

Residence telephone_____Cellular telephone_____Email:
_____

LOS ALAMITOS
RACE COURSE

March 22, 2023

RE: Annual Barn Area Housing Inspection

In October of 2022, a housing and safety inspection of the Barn Area was conducted at Los Alamitos Race Course in compliance with CHRB requirements.

The inspection was scheduled and organized at the direction of the Facility Manager, Frank Sherren, and in cooperation with CHRB investigators and City of Cypress Building Officials.

Officials from the City of Cypress Building and Safety Department, Investigators from the CHRB, Los Alamitos Race Course Security Officers, Maintenance and Janitorial staff participated in the inspections.

As required, the inspection examines all restroom facilities, tack rooms and living quarters and the overall condition of the barn area.

The conditions in the barn are deemed satisfactory by city official and CHRB investigators and in compliance with City and housing authority standards.

Respectfully,

Frank Sherren
Los Alamitos Race Course

4961 Katella Ave • Cypress, CA 90720 • ph 714-820-2800 • fax 714-820-2820

PLEASE MAKE YOUR CHECK PAYABLE TO LOS ALAMITOS RACE COURSE

LOS ALAMITOS RACE COURSE 4961 Katella Avenue, Cypress, CA 90720 (714) 820-2810

B. Describe the type of track surface at the facility, including the specific track surface composition. Dirt track consisting of sand, clay, silt, organic and gravel.

C. The percent of cross slope in the straightaways is: 3%
The percent of cross slope in the center of the turns is: 6%

D. Describe the type(s) of materials used for the inner and outer railings of the race course, the type of inner railing supports (e.g., metal gooseneck, wood 4" x 4" uprights, offset wood 4" x 4" supports, etc.), the coverings, if any, on the top of the inner railing, and the approximate height of the top of the inner railing from the level of the race course. Inner rail is a metal slant with metal safety cover, 40" in height from track to top of rail. Outer rail is a metal gooseneck with 6" X 4" metal tubing.

E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474: Rick Hughes, Track Superintendent, Dennis Moore, Track Consultant.

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

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

23. DECLARATIONS

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

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

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

D. Attach a lease agreement permitting the association to occupy the racing facility during the entire term of the meeting. (In the absence of either a lease agreement or a horsemen's agreement, a request for an extension pursuant to CHRB Rule 1407 shall be made.)

E. All service contractors and concessionaires have valid state, county, or city licenses authorizing each to engage in the type of service to be provided and have valid labor agreements, when applicable, which remain in effect for the entire term of the meeting, except as follows (if no exceptions, so state): No exceptions and 23D is N/A

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

AGREEMENT BETWEEN

LOS ALAMITOS QUARTER HORSE RACING ASSOCIATION

AND

PACIFIC COAST QUARTER HORSE RACING ASSOCIATION

FOR THE CONDUCT OF

THE 2024 QUARTER HORSE RACE MEET

AGREEMENT

This Agreement is entered into by and between LOS ALAMITOS QUARTER HORSE RACING ASSOCIATION, hereinafter sometimes referred to as "TRACK", and PACIFIC COAST QUARTER HORSE RACING ASSOCIATION, hereinafter sometimes referred to as "PCQHRA". TRACK and PCQHRA hereinafter may sometimes be referred to collectively as the "Parties."

WHEREAS, the Parties contemplate that TRACK will hold a Quarter Horse race meeting at Los Alamitos Race Course pursuant to license by the California Horse Racing Board, hereinafter sometimes referred to as "CHRB", beginning on December 20, 2023 and running through December 24, 2024, (hereinafter the "race meet");

WHEREAS for the purpose of avoiding controversies between them which might interfere with the orderly commencement and conduct of the race meeting to the detriment of TRACK, PCQHRA, 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, the Parties have reached an understanding with reference to the foregoing and other matters hereinafter dealt with and desire to incorporate their understanding in writing.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties hereto, it is agreed as follows:

ARTICLE I
STATUS OF THE PARTIES

1.1 TRACK. TRACK is an association as defined in Business and Profession Code, Section 19403, and existing under the laws of the State of California for the purpose of conducting Quarter Horse racing (as defined in Business and Professional Code Sections 19533 and 19533.5), and 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, Chapter 4).

TRACK warrants and represents that this Agreement shall be approved by its Board of Directors or other governing body and this Agreement shall be binding upon TRACK, its members, agents, employees and officials during the term of the Agreement.

1.2 PCQHRA is a private, nonprofit, corporation existing under the laws of the United States and the State of California, and is in good standing under the laws.

PCQHRA warrants that it represents a majority of horsemen, owners or trainers in the State of California with respect to the racing Quarter Horse breed and has been determined by the CHRB to be the organization to represent the horsemen, owners or trainers with respect to the racing Quarter Horse breed. PCQHRA warrants and represents that it has the authority of its members; to the fullest extent allowed by law, to enter into this Agreement and that this Agreement shall be binding upon PCQHRA and any horse owners or trainers who is a member of PCQHRA.

ARTICLE II
TERM

2.1 The provisions of this Agreement, subject to Section 11.1 hereafter, shall only be applicable to the Quarter Horse races at the race meet conducted by TRACK under the license from the CHRB December 20, 2023 through December 24, 2024, at Los Alamitos Race Course.

For the purposes of interpretation and construction of this Agreement, each race meet or each portion of a split meet, if applicable, shall be considered a separate and distinct race meet or split of a race meet, and shall be individually subject to the terms of this Agreement.

ARTICLE III
DISTRIBUTION OF PARI-MUTUEL TAKEOUT: PAYMENT TO PCQHRA

3.1 TRACK shall distribute to the horsemen all purses and monies to which the horsemen are entitled pursuant to Horse Racing law, whether in force at the time the parties enter into this Agreement or are hereafter enacted into Horse Racing Law and applicable to the race meeting. Said monies shall be derived from, but not limited to, Business and Professions Code, Sections 19491(b), 19491.5, 19533, 19596.1, 19602, 19604, 19605.7, 19605.71, 19605.72, 19606, 19606.1, 19612, 19612.1, 19612.2, 19612.6, 19613, 19616 and 19616.1. Any amount distributable per 19612 shall be divided 45% as purses and 55% as commissions. Any amounts distributed pursuant to 19612.1 shall be divided 59.5% as commissions and 40.5% as purses.

Where applicable, amendments or new sections of Horse Racing Law shall be deemed to be incorporated into this agreement upon their effective date(s).

3.2 TRACK and PCQHRA acknowledge that all disputes regarding purse overpayments or underpayments for meets conducted prior to the 2024 meet have been settled and no obligations exist as to over/underpayment by either party.

3.3 The Cal-Bred Awards, specified in, but not limited to, Business and Professions Code, Sections 19567, 19612.1 and 19617 shall be payable pursuant to Business and Professions Code, Sections 19617.5(a) and 19617.7.

TRACK agrees to provide PCQHRA on a timely basis any information necessary for PCQHRA to calculate and administer the Cal-Bred Awards program, including, but not limited to, a weekly listing of all Cal-Bred winners listing day, race and amount of purse.

Where applicable, amendments or new sections of Horse Racing Law shall be deemed to be incorporated into this agreement upon their effective date(s).

3.4 (a) TRACK agrees that it will pay PCQHRA, for administrative expenses and for services rendered, a sum in lawful money of the United States of 3% of all monies generated at the race meetings pursuant to this Article, as required by Horse Racing Law, including, but not limited to, Business and Professions Code, Sections 19613 and 19533.

(b) The amounts to be paid PCQHRA pursuant to this Paragraph shall be paid by TRACK in installments as follows:

1. Of the sums payable pursuant to this Paragraph, an amount based upon revenues from the first thirty (30) calendar days of each race meeting, and each successive 30 days thereafter, until the end of the race meeting. Each payment shall be made on or before ten (10) days after each thirty (30) day period. The balance due from each meet shall be paid within 10 days after the close of the race meet.
2. If, by virtue of TRACK application to the CHRB, any race meeting within this Agreement is a "split" meeting, the payments described herein shall be made in accordance with the language in this Paragraph for each portion of the split meeting.

All payments shall include statements indicating the method of calculating such payments, including, but not limited to, all accounting and documentation necessary to assure compliance with Agreements contained in this contract, such as detailed accounting of revenue from out-of-state/out-of-country simulcasting revenue, handle generated from all sources for purses, Cal-Bred awards, added money for stakes and handicap races, and application of interest earned on horsemen's funds. Purse over/underpayment calculations shall be provided on a weekly basis.

3.5 TRACK and PCQHRA acknowledge and agree that disbursements made by TRACK to the PCQHRA, and to the horse owners in the form of purses, will be governed by the provisions of the Horse Racing Law, Article 9.5, Chapter 4, Division 8 of the Business and Professions Code.

3.6 TRACK agrees that all funds generated and retained from on-track pari-mutuel handle which are obligated by law for distribution in the form of purses, breeder's awards or other benefits to horsemen shall not be deemed as income to the association and shall, within three calendar days following receipt, be deposited in a segregated and separate liability account in a depository approved by the Board 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, out-of-state wagering and out-of-country wagering which are obligated by law for distribution in the form of purses and breeder's awards shall also be deposited, within three (3) calendar days following receipt, into such liability account.

3.7 Within thirty (30) days after the close of the race meeting TRACK agrees to provide PCQHRA with an accounting of any monies earned by the horsemen, the horse breeders and the PCQHRA during the race meeting. This accounting shall include, but not be limited to, purses earned, purses paid, stakes paid, interest on purse monies and horsemen's accounts, and funds generated for breeder's awards, owner's awards and stallion owner's awards.

Upon receipt of this accounting, PCQHRA shall then have nine (9) months to commence an audit by a Certified Public Accountant of the accounting. If no written objection to the accounting is received by TRACK from PCQHRA within eighteen (18) months of PCQHRA receiving this accounting, all objections by PCQHRA to the accounting shall be deemed waived with the exception of the dispute referred to in Section 3.2. If PCQHRA conducts an audit of the monies described herein, PCQHRA shall provide TRACK with written notice of any objections to TRACK accounting as determined

from the results of the audit. The parties shall within ninety (90) days thereafter meet and attempt to reconcile and settle the written objections. If the parties are unable to reach an Agreement within thirty (30) days thereafter, the objections shall be submitted to the CHRB for resolution. In the event a discrepancy is discovered which would affect the distribution by more than 1% of the total money due to horsemen from any source other than the SCOTWINC funds which are not administered by TRACK, TRACK will be required to pay for the cost of the audit conducted on behalf of the horsemen.

3.8 PCQHRA and TRACK acknowledge that the SCOTWINC promotional fund was reduced, by legislation, from 1% to .5%.

TRACK proposed and PCQHRA agreed to the running of the Los Alamitos Million with the first race run in 1995. TRACK has previously assigned, and hereby confirms the assignment of all monies generated pursuant to B&P Code, Section 19605.71(c) to PCQHRA to be placed in the Horsemen's Earned Purse Account. For 2024 TRACK and PCQHRA agree to allow $200,000 to be taken from the Horsemen's Earned Purse Account to be used as added money to the Los Alamitos Two Million from the Earned Purse account. LAQHRA will contribute $150,000 for a total of $350,000. This shall be a part of the Stakes Schedule for each meet, which shall not exceed 30% of the total earned purse money available for distribution during any meet. All monies generated as a result of Section 19605.71(c) shall continue to be paid to the Quarter Horse Earned Purse Account.

3.9 TRACK agrees to run the PCQHRA sponsored races, which are listed below, as long as the Los Alamitos Two Million is run. The PCQHRA sponsored races to be run on the dates listed on the attached Stakes Schedule ("Exhibit B") unless PCQHRA consents to a change. PCQHRA races also will reflect the following added money, which shall be included in the yearly allocation of "Stakes Races"

RACE	ADDED MONEY	TO BE RUN
Ed Burke Million Futurity	$250,000	6/16/2024
Governor's Cup Futurity	$100,000	7/27/2024
Governor's Cup Derby	$100,000	7/27/2024
PCQHRA Breeders Futurity	$50,000	9/29/2024

3.10 The Los Alamitos barn area will remain open after the conclusion of the 2023 meet for use of the Quarter Horse horsemen. The Los Alamitos racetrack will be available for training during the break between the 2023 and 2024 race meets with the exclusion of Christmas Day, New Year's Day and period of renovation to track to be determined.

3.11 To the extent permitted by law, PCQHRA consents to the addition of the following funds from the Horsemen's Earned Purse Account to the regular purses for each Quarter Horse race [excluding trials, overnight handicaps or stakes races referred to in Article V, Section 5.1(d)].

Starter Incentive Program (Quarter Horses Only)
Starting with the 1st racing program, the following Starter Incentive Program is effective:
Every Quarter Horse starter is guaranteed to receive at least $300 in purse money (excluding stakes, overnight handicaps and trials). This starter incentive program is subject to review and/or cancellation any time during the 2024 meet at the sole discretion of PCQHRA after consulting with TRACK.

ARTICLE IV
AGREEMENT NOT TO STRIKE; REMEDIES

4.1 It is agreed that the PCQHRA is the organization recognized by the CHRB as the authorized representative of the majority of Quarter Horse horsemen racing at the race meeting to render services to horsemen and shall continue as such authorized representative during the term of this Agreement and, subject to recognition by the CHRB, for the purpose of negotiating any Agreement superseding this Agreement.

4.2 The PCQHRA, on behalf of its members, employees and agents, to the fullest extent allowed by law, hereby covenants that, during the term of this Agreement and as long as TRACK is abiding by the provisions of this Agreement, 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.

In the event of a racing stoppage, by certain action, strike or boycott by members of PCQHRA, and provided that TRACK is not in violation of this Agreement, the PCQHRA shall immediately instruct the involved members in writing, as permitted by law or CHRB regulations, that their conduct is in violation of this Agreement, that their licenses may be suspended or revoked by the CHRB and that TRACK may refuse such persons the privilege of racing at their meets, and instruct all such persons to cease the offending conduct.

4.3 PCQHRA agrees that TRACK, in its stall application, may require PCQHRA members, as permitted by law or CHRB regulations, not to engage in boycott, strike or stoppage by concerted action of any race or race meet at TRACK providing TRACK is abiding by the provisions of this Agreement.

4.4 Upon PCQHRA violation of 4.2 above, TRACK may terminate this Agreement upon written notice to PCQHRA, following which TRACK shall have the right unilaterally to effectuate without prior notification to PCQHRA, and with the approval of the CHRB, such changes in the terms and conditions of the race meet as are, in Track's judgment, necessary and proper in order to restore and maintain conduct of the race meet in the interest of the public and TRACK.

4.5 Since time is of the essence in settling such disputes, in the event of a planned 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. Submit such claim to the CHRB for resolution; or
b. Submit such claim directly to an appropriate State Court for such legal and equitable relief, including damages, specific performance and injunctive relief.

4.6 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 meeting, the provisions of the stall application, or TRACK rules and regulations applicable to horse owners/trainers and their agents and employees, shall be subject to immediate dismissal from TRACK stall space or designated auxiliary facility and shall, unless otherwise agreed to by TRACK, not be permitted to participate in the race meeting.

ARTICLE V
RACING PROGRAM

5.1 TRACK and PCQHRA agree that the Stakes Schedule attached as "Exhibit B" will become a part of this Agreement. All races listed on "Exhibit B", overnight handicaps, shall be written as Quarter Horse races with no other breeds eligible to enter without the consent of PCQHRA.

5.1.1 The Schedule attached reflects all of the stakes races, the dates the trials and/or finals will be run, and the amounts to be added to the purses. TRACK and PCQHRA agree there will be no changes to this schedule without the written consent of PCQHRA.

5.1.2 The Stakes Schedule also represents the total amount of added money to be taken from the horsemen's earned purse account for stakes races.

It is further understood that all money generated from nominations and entry fees for the races with guaranteed purses will be credited to the horsemen's purse account, with the exception of the **Champion of Champions**. The Champion of Champions added money will be $400,000 from the Horsemen's Purse Account. TRACK agrees to contribute the balance of this amount with the understanding that 1/2 of any increase in the Earned Purse Account generated in 2023 over 2024 and 2023 averages will be taken from the Earned Purse Account added to the race, at a maximum of $50,000.

The **Mildred N. Vessels** will be $100,000. TRACK agrees to contribute $25,000. The amount is to include all supplemental and nomination fees which are part of the Earned Purse Account. Additional amounts to reflect the actual added money for these races will be contributed by TRACK.

The **Los Alamitos Two Million** will be $3500,000 added which the Earned Purse Account will contribute $200,000 and TRACK will contribute $150,000. These amounts are to include all supplemental and nomination fees which are part of the Earned Purse Account.

Any changes or additions will require the written consent of PCQHRA and in no event will the amount of stakes money paid exceed 30% of total earned purse money available for distribution during any meet.

5.1.3 The combined nomination and entry fee on each of the stakes or handicap races will be one (1%) percent of the added-money purse indicated on the attached stakes schedule.

Schedule of fees for nomination and entry to stakes or handicap races shall be as follows:

PURSE	NOMINATION	ENTRY
$ 15,000	$50	$100
$ 20,000	$50	$150
$ 35,000	$50	$300
$ 50,000	$50	$450
$ 75,000	$50	$700
$100,000	$50	$950

5.1.4 Overnight Handicaps shall require at least a $50 nomination fee. These funds will be placed in the Quarter Horse Earned Purse Account and only be refunded to the nominator if the horse nominated enters back and fails to get into the race.

5.1.5 The Racing Secretary shall have the right to write up to 33 Overnight Handicap races that will carry purses in excess of the top allowance purse in effect at that time. The Racing Secretary shall have the right to write up to eight (8) of these races between January 2024 and March 2024. The Racing Secretary shall have the right to write up to twenty-five of these races (25) between April, 2024 and December 2024

These races will be included in the condition books, or on the overnights, published by the racing department with at least 14-day notice to horsemen prior to the race date. If these races overfill, horses with high weights will be preferred.

5.1.6 If any race listed on "Exhibit B" is split, the additional race generated by the split shall be considered the equivalent of these 33 races. Racing Secretary agrees, as a part of these 33 races, to write at least three races restricted to Cal-Breds, and will attempt to write up to and additional three (3) two-year-old races later in the meet.

5.1.7 The overnight handicap races will carry the following purses:

- 3-Year-Old & Up $18,000
- 2- Year-Olds $15,000

All such handicaps will have at least seven (7) betting interests absent the consent of PCQHRA.

Any amount paid as purse money in these races over the amount paid in regular allowance races (outlined in "Exhibit C") shall be included in the Stakes Schedule for purpose of calculating the 30% referred to in Article V, Section 5.1.

5.1.8 Nomination fees for the races referred to in this section will be credited to the Quarter Horse Earned Purse Account.

Added monies, nomination fees and entry fees for all handicap stakes races will be pooled and paid out to the first five (5) finishers in the following percentages: 55% to

first, 22.5% to second, 12.5% to third, 7.5% to fourth and 2.5% to fifth. This purse distribution applies to certain races on "Exhibit B"

5.2 The projected purse and claiming schedule attached to this Agreement as "Exhibit C" will be the bottom allowance and claiming purses and the top allowance purses in the categories as indicated for the meet.

5.3 TRACK and PCQHRA shall meet weekly, and in the event the amount generated from handle for purses is significantly lower or higher than the amounts projected for the meet with regard to the levels of purse and added money to stakes, TRACK and PCQHRA will jointly confer and agree on any adjustments to the schedules attached before such changes are implemented.

5.4 Entry of seven (7) betting interests shall constitute a filled race, however, the parties agree that each card shall have at least a sufficient number of entries in at least two races for exotic wagers such as trifectas and superfectas, and in no event will a race written in the condition book be called off if there are seven (7) or more betting interests unless the racing secretary obtains the consent of PCQHRA.

5.5 All races that have at least five (5) separate wagering interests that are called off will be written back on the next racing program.

5.6 In order for a Thoroughbred horse to be eligible for entry in a Quarter Horse race the following is agreed to:

a. Any race written for participation by Quarter Horses and Thoroughbreds shall be written as Quarter Horses preferred and Thoroughbreds shall constitute less than half the number of horses in these races although an exception may be granted on a race-to-race basis with the consent of the quarter housemen's organization contracting with the association.
b. The number of races written as Quarter Horse preferred at a distance exceeding 870 yards shall not exceed more than three races per program without the consent of the PCQHRA.
c. More than one-half of the races on any program shall be written for Quarter Horses at a distance not to exceed 550 yards, unless the consent of the PCQHRA is received.
d. Notwithstanding (1), (2) and (3) above any AQHA graded 870 race will be written for Quarter Horses only.

5.7 No Quarter Horse race will be written with conditions which would permit the entry of Appaloosas or Paints without the consent of PCQHRA. With the consent of PCQHRA, a Quarter Horse race may allow the entry of Appaloosas or Paints if:

a. Race will be written as Quarter Horse preferred
b. Over half of the entries shall be Quarter Horses

c. A race with 7 or more Quarter Horse entries cannot be replaced by a race that includes Paints or Appaloosas
d. No Quarter Horse race can be canceled for an Appaloosa or Paint race
e. A Cal-Bred Paint or Appaloosa is not eligible to earn Cal-Bred premium purse money offered in a Cal-Bred Quarter Horse race.

5.8 TRACK and PCQHRA recognize that for past meets the minimum claiming price for two-year-olds has been $6,250 from the opening of the meet until July when it was lowered to $5,000, and then lowered again in September to $4,000. TRACK and PCQHRA (president, 2 members of Executive Committee and 2 members of the Trainer's Committee) will meet the end of June and August to review the meet and decide if these minimums should again be implemented.

TRACK will host the 2024 AQHA regional races:

- Bank of America California Region Challenge
- QRacing Video California Challenge
- John Deere California Juvenile Challenge

5.9 The dates and amount of money to be added from the Earned Purse Account is scheduled on "Exhibit B". All money earned for purses, through all forms of pari-mutuel wagering, shall be placed in the Horsemen's Earned Purse Account.

5.10 LAQHRA and PCQHRA mutually agree that TRACK will host the California Champions Night program in July, 2024. Purses and races for this program will be as agreed in "Exhibit B".

Sources of added monies for this program as agreed between TRACK and PCQHRA will be:

a. All purse monies generated as a result of wagering on this program; and,
b. All monies generated as a result of AB 413 (Harmon) [Sections 19605.7(c), 19605.71(c), 19617.75] which redirects .5% of the monies wagered at California satellite locations on out-of-state Quarter Horse races to purses for the California Champions Night program.

5.11 TRACK acknowledges PCQHRA will be the official representative for Paints racing at TRACK and as such is entitled to receive all administrative fees generated from Paint racing at TRACK.

5.12 For the benefit of participating horsemen and the wagering public, TRACK and PCQHRA have adopted hair sample testing processes and procedures in order to ensure that stakes, overnight handicaps, and certain other specified races offered by and run at Track during the 2024 meet are conducted under conditions that further protect and enhance the integrity and fairness of each contest.

The races to which these processes and procedures apply shall include, but are not limited to, the stakes races listed in Exhibit B, overnight handicaps, and to such other races or race types as are agreed to by the Parties, in writing.

TRACK and PCQHRA specifically agree that, in addition to any other race condition(s) that may apply individually to any race, the eligibility of horses nominating to, entering into, and/or competing in stakes, overnight handicaps, and such other races shall be expressly restricted, conditioned, and/or limited to horses that have not been administered and/or which do not test positive for the presence of Clenbuterol, Albuterol, Zilpaterol, and Ractopamine, in either pre-or post-race test samples, whether conducted under testing authorized by the CHRB or by the Parties.

The parties further agree that TRACK is authorized by this Agreement to implement a pre-race analytical testing program for the testing of hair samples taken from Quarter Horses nominated to, entered into, and/or competing in the affected races. For the purpose of all such testing conducted by Track, the following shall apply:

5.12.1 The presence of Clenbuterol, Albuterol, Zilpaterol, and Ractopamine, or their metabolites, in any hair test sample(s) shall be deemed to have resulted in a "positive test."

5.12.2 All such tests will be performed by the Maddy Laboratory, located at the University of California at Davis.

5.12.3 Test samples are to be collected and transported in accordance with the Hair Sample Test Protocol set out in Exhibit D, attached hereto.

5.12.4 Horses nominated to, entered into, and/or intending to compete in such affected races shall be stabled on the grounds, or brought in for testing, no later than fifteen (15) days before such race is scheduled to be run.

5.12.5 All such horses must be made available for such hair testing no later than fourteen (14) days before such race is scheduled to be run.

5.12.6 Horsemen shall notify the Racing Office that such horse is or will be on-the-grounds, and available for testing prior to such deadlines.

5.12.7 Individual horsemen are required to cooperate in making the horse(s) available to test personnel.

5.12.8 Individual horsemen from whose horse a hair sample is removed, have the option to request a second, "split" sample be removed contemporaneously, and maintained by the lab, for split sample testing purposes in the event of a positive test result for any of the four prohibited drugs. The request for the "split" sample of hair must be made prior to or at the time of collection of the hair sample. The cost of collection and maintenance of the split sample shall be responsibility of the requesting horseman or woman, and shall then offer to and make immediate arrangements for payment of the cost of such collection and/or testing, which shall collectively not exceed $400.

5.12.9 In the event of a positive finding for any of the four prohibited drugs, individual horsemen may, within 24 hours of notification of such positive test, time request the

testing of the 'split sample' at the same lab or a secondary, suitable lab, selected from among those labs identified by the CHRB as acceptable facilities for such purposes.

5.12.10 Notification of a positive test under this testing process shall be deemed to have been given and satisfied at the time TRACK delivers written notification to the horse's owner or trainer, at the trainer's barn or either's place of residence, by email, or verbally.

5.12.11 The owner(s) or trainer of a horse(s) intending to ship to TRACK in order to compete in a affected race may, at their election and cost, request the pre-transport testing of a suitable hair sample collected in a manner consistent with the Testing Protocol. Such samples will be tested solely for informational purposes, as a means to apprise that horse's connections of the then detectable presence of any of the four prohibited drugs. Such samples shall not be deemed or considered qualifying hair samples, nor will they be considered in any fashion should a sample subsequently collected on-track produce a positive finding. Similarly, such samples do not constitute "split samples" under this program.

5.12.13 For the purpose of such Hair Sample Tests, TRACK and PCQHRA agree to the formation of a Testing Committee, comprised of two representatives of the PCQHRA, and three representatives of the TRACK. The Equine Medical Director at the UC Davis School of Veterinary Medicine may also attend such meetings, as an advisor to the participants.

5.12.14 Upon notification of a positive test finding, within 48-hours of notification the owner(s) and/or trainer of the horse may request a meeting with the Testing Committee.

5.12.15 The owner(s) and/or trainer of such horse shall be entitled to review, explain, and/or challenge the findings before the Committee. They shall also be entitled to present any credible evidence suggesting extenuating or mitigating circumstances which actually lead to the positive findings, and/or request the testing of the 'split sample,' at their expense, provided such request was made prior to or at the Committee meeting.

5.12.16 After hearing any testimony and/or considering other credible evidence submitted at the meeting, the Committee shall, subject to a contrary finding from the split sample test, make a final determination as to that horse's eligibility to compete in such affected race(s).

5.12.17 As this is a contractual process entered into by agreement of the statutorily authorized racing association and horsemen's organization representing such horsemen, any such determination of and by the Committee is final and binding on all owners and trainers whose horse(s) are nominated and intend to compete in the affected races.

5.13 (a) TRACK agrees that stakes races will not be divided (split) nor will TRACK create any additional stakes or overnight handicaps which cause an increase in the amount of stakes allocations without first consulting with and obtaining the consent of the PCQHRA President, Vice-President, or Business Manager.

(b) A proposed stakes schedule for the 2024 meet (Exhibit B attached) is subject to CHRB approval. TRACK agrees to consult PCQHRA prior to public distribution of both overnight and stakes purse schedules.

(c) TRACK and PCQHRA further agree to negotiate and agree upon the amount of added money to be advertised for any Futurities or Derbies administered by either party prior to the publication and circulation of the nomination and entry forms for the race meeting. The 2024 stakes schedule which includes dates and amounts of added money will be made public prior to December 2023. This schedule requires the consent of both TRACK and PCQHRA. TRACK and PCQHRA acknowledge that certain nomination forms for races to be run in 2021 have already been published. These nomination forms are approved by both parties.

(d) TRACK and PCQHRA agree that it is mutually beneficial for both parties to promote the Quarter Horse racing program, and specifically the stakes program, at Los Alamitos in its entirety, and, as such, agree to include all stakes races being offered at Los Alamitos in any written materials distributed for promotion or publication of the stakes schedule.

5.14 (a) The parties agree that the minimum amount of funds required by law from monies generated at in-state satellite wagering facilities to cover operating costs at such satellite wagering facilities shall be withheld.

(b) It is the mutual desire of the parties that all satellite wagering facilities conduct pari-mutuel wagering on and accept the audio visual signals from Quarter Horse race meets conducted in California. Each of the parties agrees to use its best efforts to achieve that goal.

(c) Quarter Horse races will be placed on the card to maximize the income generated from mutual handle for Quarter Horse races and will be given priority for trifectas, superfectas, etc.

5.15 TRACK will not use any purse monies for the purpose of conducting any "exhibition" or "match" type race without consulting with and obtaining the consent of PCQHRA.

5.16 (a) Purses for Cal-bred races shall not be less than purses paid in "open" races for substantially the same scales and conditions (b) Any Quarter Horse race horse must be registered with PCQHRA as Cal-Bred in order to qualify its owner, breeder, and the stallion owner eligible for Cal-Bred awards or purses.

5.17 TRACK agrees to write races in such a manner so as not to penalize a maiden for its first win.

5.18 PCQHRA agrees that TRACK may allocate up to a maximum of twenty-five percent (25 %) of all races scheduled during a racing week to Thoroughbred or Arabian races.

TRACK agrees that it will not conduct more than 25% Thoroughbred or Arabian races on a given day without first consulting with and obtaining the consent of the PCQHRA President, Vice-President or Business Manager. Any additional breed racing will require the consent of PCQHRA.

For the 2018 race meeting the Racing Secretary shall not write more than 14 live races on any program without first obtaining the consent of PCQHRA. Subject to availability of horses, TRACK has stated that its present intention for the 2024 meet is to run 14 live races on Friday programs, 14 live races on Saturday programs and 12 live races on Sunday programs.

TRACK and PCQHRA agree that if the horse inventory is greater than in previous years TRACK and PCQHRA may agree to additional live races.

It is the intention of TRACK to never run more than one live race and one import race between live Quarter Horse races. PCQHRA acknowledges that due to the importing of signals from other locations this may become unmanageable at times, but if TRACK is using its best efforts to accomplish this PCQHRA will not object.

TRACK and PCQHRA agree to work diligently to coordinate calling horses from the Receiving Barn to the Saddling Paddock and from the Saddling Paddock to the Racetrack, during times when races are being imported to the racetrack. If a dispute arises as to this Section, it will be resolved under Article VI, Section 6.1.

5.19 It is agreed that if trials for races are required they will be run back-to-back. The interval between trials will be 25 minutes. In addition to trials being run back-to-back, all conditions are to be the same (i.e. time spent in receiving barn, time spent in saddling paddock, time spent on track prior to start of race, etc.). Any modification to these conditions will require the written consent of PCQHRA.

5.20 (a) In accordance with the Federal Interstate Racing Act of 1978, TRACK has requested consent of PCQHRA to simulcast its races listed on "Exhibit E". PCQHRA consents to the simulcast of TRACK'S races listed on "Exhibit E", subject to receipt by PCQHRA of a copy of the contract with each proposed simulcast location prior to the transmission of the signal and PCQHRA consent to its terms and conditions. TRACK and PCQHRA understand that TRACK may, subsequent to the execution of this Agreement, request PCQHRA consent to simulcast additional races to other satellite locations. TRACK and PCQHRA agree that this Agreement may be amended from time to time pursuant to letter Agreement executed by TRACK and PCQHRA. Said amendment shall include TRACK request to simulcast to additional satellite locations and PCQHRA consent thereto. Each request by TRACK shall state the satellite location, the race(s) which TRACK desires to simulcast, the type of races conducted at the simulcast location (for example, quarter horse racing, standard bred racing, thoroughbred racing, or mixed meets) and the consideration that TRACK will receive for simulcasting such race(s). All consideration shall, after payment of California license fees, be shared equally for Quarter Horse purses and commissions. TRACK further agrees that it will account to PCQHRA on a timely basis and pay over to the Horsemen's account the Horsemen's share of the purses earned from such out-of-state/out-of-country satellite locations.

(b) In accordance with 19605.3 (f) of California Horse Racing Law, PCQHRA consents to the acceptance of wagers on races conducted by TRACK at satellite locations which are approved by the CHRB and the organization described in Section 19608.2 of California Horse Racing Law within the State of California. PCQHRA approves the importation of California Harness racing during the LAQHRA meet according to the terms and conditions outlined in 19601(4) (l).

5.21 It is also the desire of the parties that, to the extent possible, racing on Fridays and Saturdays end at 11:30 p.m. and on other nights at 11 p.m. It is also agreed that there will not be a first post time after 8 p.m. without the consent of PCQHRA.

5.22 TRACK will provide adequate owner parking in a well-lighted area convenient and accessible to the grandstand. In addition, the lot to the West of the PCQHRA offices shall be reserved for owners, trainers and jockeys on the nights when racing is being conducted. TRACK will provide, prior to opening of the meet, credentials and parking stickers for directors, directors emeritus, ex-officio members and business manager of PCQHRA. TRACK shall also furnish, at no charge, membership in the Vessels Club to the Board of Directors, directors emeritus, ex-officio members and business manager of PCQHRA and their spouse/guest.

5.23 A copy of the CHRB license application for the 2024 meet is attached herewith as "Exhibit A". In the event TRACK should for any reason make application to the California Horse Racing Board for a change in the approval of their license regarding days on which racing will be conducted, post times for the races, or any other reason which would have a significant effect on the horsemen, TRACK would agree to notify PCQHRA and obtain their consent, which will not be unreasonably withheld, prior to seeking approval of the California Horse Racing Board.

5.24 Where TRACK is required pursuant to this ARTICLE V to consult with PCQHRA, a consultation shall mean that TRACK shall in writing submit its proposed changes to PCQHRA and PCQHRA shall have three (3) business days from receipt of the proposed changes to either approve or disapprove the changes. If PCQHRA disapproves the changes, each side shall designate two members which are authorized to represent them. These members shall meet and confer to resolve the changes. Under no circumstances will TRACK release any of the proposed changes to the horsemen or the public prior to the expiration of the three (3) day period stated herein, unless PCQHRA has approved said changes prior to expiration of the three (3) day period.

5.25 The 3rd Party Lasix Administration Agreement (Exhibit G) is entered into as part of this agreement between Los Alamitos Race Course (LARC), and Pacific Coast Quarter Horse Racing Assoc. (PCQHRA).

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 LARC'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.

ARTICLE VI

MUTUAL COOPERATION

6.1 TRACK and PCQHRA represent to and agree with each other that they are mutually interested in the continuance, maintenance and improvement of Quarter Horse racing in the State of California and, to that end, believe it advisable and to their mutual best interests that any further differences of opinion between them with respect to the provisions hereof, or the matters covered hereby, should be settled by them without undue publicity by negotiation and consultation.

In order to carry out the intentions of this paragraph, PCQHRA will appoint a committee consisting of the President and the Business Manager of the PCQHRA and four (4) owners and/or trainers of Quarter Horses. The Chairman of said committee will communicate with TRACK management on the day-to-day track operations problems, in regard to actual racing horses as it affects the members of PCQHRA and, except where a differing procedure is authorized in this Agreement, attempt to resolve any grievance between the TRACK and the horsemen through this committee. If TRACK and PCQHRA cannot settle the grievance, it may be submitted to the CHRB for resolution.

ARTICLE VII
STALL ALLOCATIONS

7.1 It is the intention hereof 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 then availability of stall space, and upon the qualifications and reputation of the owner or trainer involved. In the allocation of stall space, TRACK shall have the right to take into consideration the character of the meet contemplated to be held by TRACK and the horses and trainers suitable for the holding of such race meeting. Between the close of the 2023 Quarter Horse meet and the opening of the 2024 Quarter Horse meet, Quarter Horses will be allowed to remain stabled in the backstretch of Los Alamitos Race Course and will have daily use of the racetrack for training purposes with the exception of Christmas Day and New Year's Day.

7.2 It is agreed that, if a horseman is granted and occupies stall space, he shall enter his horse in races for which they may be eligible (owner or trainer, as the case may be, to determine eligibility for any particular race) unless his horses are physically unfit to race or, unless, for other good cause owner elects to remove his horse(s) from TRACK.

7.3 PCQHRA shall cooperate with TRACK in the removal from stall space of any horse:
(a) Found not qualified to race as provided in TRACK Condition Book and in this Agreement. (b) Fired, blistered, or horses upon which recent surgery has been done, which would prevent the horse from running at the race meet, shall be excluded and denied stall space. (c) The past performance of the horse at the preceding race meet shall be considered in determining its suitability to run and be allotted stall space, provided, however, further consideration of past performance shall only relate to horses three (3) years old and up. (d) Any 3-year-old and older horse which has not qualified to be eligible to enter within thirty (30) days upon arrival on the grounds. Any 2-year-old horse which has not qualified to be eligible to enter within sixty (60) days upon arrival on the grounds.(e) If, in the opinion of a veterinarian, there are medical reasons that would prevent the horse from running at the race meet, such horse shall be denied stall space.

7.4 TRACK will maintain its racing surface in good condition for Quarter Horse racing and training and agrees to promptly rectify any condition unsafe to race horses during the racing meeting. TRACK shall not conduct any activity on the racing surface hazardous to horsemen or horses.

7.5 TRACK agrees that all approved qualifying works shall be listed and displayed in the lobby area of the racing department on the morning said horses qualify.

7.6 Racing Secretary shall post daily in the public lobby of the Racing Office, with a copy forwarded to PCQHRA, a list of all races that did not get carded that day. These lists shall remain posted for at least 7 days.

7.7 TRACK agrees to allow 2-year-old Quarter Horses that are broken to use the track for training purposes. The determination if the horse is adequately broken is at the sole discretion of the Racing Secretary, the head outrider, or their designated representative.

7.8 TRACK agrees to furnish a qualified outrider(s) during the morning use of the racetrack. From the opening of the track for training until Jan. 1, TRACK will furnish at least one (1) qualified outrider. For the following 30 days, TRACK shall furnish at least two (2) qualified outriders. For the next 45 days, TRACK will furnish at least (2) qualified outriders Tuesdays through Saturdays, and at least one (1) qualified outrider on Sundays. TRACK shall furnish at least two (2) qualified outriders on all qualifying days. Track will be open for training seven (6) days per week. TRACK shall also provide a minimum number of headmen for each race equal to the amount of starters in the race. TRACK and PCQHRA further agree that they have a mutual interest in the competency and attire of the employees of TRACK which are involved in the performance of these duties. After Aug. 1, 2018, TRACK and PCQHRA agree to meet to reevaluate the need for a second outrider for the remainder of the season. Any reduction in the number of outriders as outlined in this section must be agreed upon by both parties.

7.9 (a) PCQHRA and TRACK further agree that when Thoroughbreds are entered in Quarter Horse races according to CHRB rule 1743 that all purses, commissions, and fees shall be deducted and distributed by TRACK in accordance with Sections 19533 and any other relevant sections of the Business and Professions Code (b) TRACK agrees to provide PCQHRA an accounting of all such payments in a timely manner. No other breed will be allowed to enter into a Quarter Horse race listed on "Exhibit B" or any other stake or handicap race disclosed in section 5.1 without the consent of PCQHRA.

7.10 Trainers vacating stall space shall at the close of the 2023 meet be responsible for removing all bedding from stalls and placing such bedding between shed rows.

ARTICLE VIII
FORCE MAJEURE

8.1 TRACK or PCQHRA may terminate this Agreement by mutual written consent due to labor disputes, strikes or other disruptions or circumstances beyond TRACK or PCQHRA control.

ARTICLE IX
SUPPLIERS AND SERVICEMEN; BACKSTRETCH FACILITIES

9.1 Pursuant to CHRB Rule 1452, TRACK shall not grant an exclusive concession to any vendor of feed, racing supplies or racing services.

9.2 TRACK shall maintain adequate kitchen facilities for backstretch personnel, at reasonable prices. Kitchen facilities shall be open between 5:00 a.m. and 8:00 p.m. on racing days and 5:00 a.m. and 2:00 p.m. on non-racing days.

ARTICLE X
MISCELLANEOUS

10.1 No Discrimination

No party to this Agreement shall discriminate against the other party solely due to membership in PCQHRA or California Association of Racing Fairs, or by reason of a person's race, color, creed, religion, national origin or ancestry, sex or age.

10.2 No Assignment

This Agreement shall not be assigned by any party without the prior written consent of the other party.

10.3 Agreement Replaces All Prior Agreements

This Agreement supersedes and replaces the 2023 agreement between TRACK and PCQHRA for the conduct of the 2024 Quarter Horse race meet, and becomes binding upon the parties upon the signatures of authorized officials of PCQHRA and TRACK.

10.4 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.

10.5 Counterparts

This Agreement may be executed in counterparts and each such executed Agreement shall be deemed an original. Execution by PCQHRA and TRACK shall be deemed a binding Agreement as to those executing parties regardless of whether the remaining members have executed a counterpart.

10.6 Notices

For the purpose of this Agreement, notice to TRACK should be sent to:

Los Alamitos Quarter Horse Racing Association
Attn: Edward C. Allred
4961 Katella Ave.
Los Alamitos, CA 90720

Notice to PCQHRA should be sent to:

Pacific Coast Quarter Horse Racing Association
Attn: President
4961 Katella Ave.
Los Alamitos, CA 90720

If either party desires to change the designated place to send notice, it shall be done in writing. All terms and conditions of this Agreement are subject to modification to comply with the laws of the State of California, and the rules and regulations of the California Horse Racing Board now in effect or as enacted/amended during the term of this Agreement and prior Agreements.

10.7 TRACK management of the race meeting subject only to this Agreement and applicable law, the management of TRACK premises and the conduct of the race meeting is the sole prerogative of TRACK.

10.8 It is agreed between TRACK and PCQHRA that to conduct a successful meet it is essential that the first part of the meet have purses that will motivate owners to ready their horses and attract out-of-state horses. To that end, purses shall be reasonably allocated by TRACK and PCQHRA to establish a reserve from the 2022 meeting, not to exceed the sum of $200,000, for use at the 2023 race meeting. PCQHRA shall have the exclusive right to terminate or otherwise alter any allocation of the moneys to this reserve. Any moneys allocated for this purpose, or any interest earned thereon, shall be used exclusively for purses or for such other purpose as the PCQHRA shall in writing designate.

10.9 Where applicable, amendments or new sections of the Horse Racing Law shall be deemed to be incorporated into this agreement upon their effective date(s).

ARTICLE XI
REOPENING PROVISIONS

11.1 It is agreed between the parties that this contract shall remain in effect and apply to all meets run by TRACK until December 24, 2024, provided however, that either party, by giving at least thirty (30) days written notice, will agree to renegotiate issues regarding compensation for horsemen in the event there is a significant change in operations by TRACK which would have a financial effect on either of the parties (such as other forms of gaming). IN WITNESS WHEREOF, TRACK has caused this Agreement to be executed by its duly authorized officer, and PCQHRA has caused this Agreement to be executed by its duly authorized representative designated for such purpose.

Los Alamitos Quarter Horse Racing Ass'n

10/1/2023
Date

Pacific Coast Quarter Horse Racing Ass'n

10/4/2023
Date

Exhibit A

Copy of LARC CHRB Application

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: Horsemen's Quarter Horse Racing Association, Cathy Monji, 4961 Katella Ave., Los Alamitos, CA 90720; Phone 714-820-2810, Fax 714-820-2820 email: cathymonji@gmail.com

B. Breed of horse: Thoroughbred ☐ Quarter Horse ☒ Harness ☐

C. Racetrack name: Los Alamitos Race Course

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

E. Was the association licensed to operate a race meeting prior to January 1, 2001?
Yes ☒ No ☐
If no, attach a surety bond in the amount of one hundred thousand dollars.

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

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

2. DATES OF RACE MEETING

A. Inclusive dates allocated for the entire meeting: December 20, 2023 - December 24, 2024

B. Actual dates racing will be held: December 23, 30-31, 2023, 2024: January 6-7, 13-14, 20-21, 27-28; February 3-4, 10, 17-18, 24-25; March 2-3, 9-10, 16-17, 23-24, 30; April 6-7, 13-14, 20-21, 27-28; May 4-5, 11-12, 18-19, 25-26; June 1-2, 8-9, 15-16, 22-23, 29-30; July 6-7, 13-14, 20-21, 27-28; August 3-4, 10-11, 17-18, 24-25, 31; September 1, 7-8, 14-15, 21-22, 28-29; October 5-6, 12-13, 19-20, 26-27; November 2-3, 9-10, 16-17, 23-24, 30; December 1, 7-8, 14-15, 21-22

C. Total number of days or nights of racing: 103

D. Days or nights of the week races will be held: Saturday and Sunday, except Christmas Eve, Super Bowl Sunday, Easter

CHRB CERTIFICATION

Application received:	**Hearing date:**
Deposit received:	**Approved date:**
Reviewed:	**License number:**

Wednesday – Sunday ☐ Tuesday – Saturday ☐ Other (specify) ☒

E. Number of days or nights of racing per week: 2 - Saturday and Sunday weekly

3. RACING PROGRAM

A. Total number of races: 970

B. Number of races for each day or night: 7-15

C. Total number of stakes races: 73

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). See attachment.

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 attachment.

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. See attachment

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

4. RACING ASSOCIATION

A. Association is a: ☒ Corporation (complete subsection C)
☐ LLC (complete subsection D)
☐ Other (specify, and complete subsection E)

B. Complete the applicable subsection and attached Addendum, Background Information and Ownership.

C. CORPORATION

1. Registered name of the corporation: Horsemen's Quarter Horse Racing Association, dba Los Alamitos Quarter Horse Racing Association
2. State where incorporated: California
3. Registry or file number for the corporation: C0618259
4. Names of all officers and directors, titles, and the number of shares of the corporation held by each: Edward C. Allred - Chairman/Director, Cathy Monji - President/Secretary, Richard M. English - Chief Financial Officer/Director, John Seibly - Vice President/Director, Anthony Zidich - Director, George Pardon - Director
5. Names (true names) of all persons, other than the officers and directors listed above, that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each: Quarter Horse Racing, Inc. 100%
6. Number of outstanding shares in the corporation: 0
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: Wagner, Kirkman, and Blaine
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.
   Quarter Horse Racing, 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:
15. Number of outstanding shares in the corporation:
16. Are the shares listed for public trading? Yes ☐ No ☐
    If yes, on which exchange and how is the stock listed?
17. Name of the custodian of the list of shareholders and/or the transfer agent for the share holdings of the corporation:

D. LLC

1. Registered name of the LLC:
2. State where articles of organization are filed:
3. Registry or file number for the LLC:
4. Attach a list of the names of all members (including individuals (true names), corporations, other LLCs, and foreign entities), titles, and the number of shares of the LLC held by each.
5. Are the shares listed for public trading? Yes ☐ No ☐
   If yes, on which exchange and how the stock is listed?
6. If more than 50% of the shares are held by a parent corporation or are paired with any

other corporation or entity, give the name of the parent and/or paired corporation or entity.

a. Is parent and/or paired entity either a publicly traded or privately held company that guarantees the obligation of the applicant? Yes ☐ No ☐
If no, proceed to section F. If yes, answer questions 7 through 12, below.

7. Registered name of the LLC/Corporation:
8. State where articles of organization are filed:
9. Registry or file number for the LLC:
10. Attach a list of the names (true names) of all members (members may include individuals, corporations, other LLCs, and foreign entities), titles, and the number of shares of the LLC held by each.
11. Are the shares listed for public trading? Yes ☐ No ☐
12. If yes, on what exchange and how the stock is listed:

E. OTHER

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

F. FINANCIAL INFORMATION *

1. Attach the most recent audited annual financial statement or financial report for the applicant. The financial statement or financial report shall include all relevant financial information specific to the applicant, including the following:

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

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

G. MANAGEMENT AND STAFF

1. Name and title of the managing officer and or/general manager of the association and the name and title of all department managers and staff, other than those listed in 13B, who will be listed in the official program: See attachment
2. Name and title of the person(s) authorized to receive notices on behalf of the association and the mailing and email address of such person(s): Cathy Monji, President, 4961 Katella

Avenue, Los Alamitos, CA 90720; email: cathymonji@gmail.com

5. TAKE OUT PERCENTAGE

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

Yes ☐ No ☐

If no, proceed to subsection 6. If yes, identify the wager and the proposed takeout percentage.
Wager(s) to be adjusted:
Proposed percentage: %

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

NOTICE TO APPLICANT: Pursuant to Business and Professions Code section 19601.01, notwithstanding any other provision of law, a Thoroughbred association or fair, upon the filing of 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
2022	241,056,888	132,091
2021	265,111,744	147,051
2020	292,096,966	102,393
2019	228,734,042	366,527
2018	258,670,181	381,903

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

A. Purse distribution:

1. All races other than stakes:
   Current meet estimate: 2024 $9,800,000
   Prior meet actual: 2023 $9,657,939

   Average Daily Purse (7A1 ÷ number of days):
   Current meet estimate: 2024 $95,146
   Prior meet actual: 2023 $96,579

2. Overnight stakes:
   Current meet estimate: N/A
   Prior meet actual: N/A

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

3. Non-overnight stakes:
Current meet estimate: 2024 $3,277,500
Prior meet actual: 2023 $3,385,272

Average Daily Purse (7A3 ÷ number of days):
Current meet estimate: 2024 $31,820
Prior meet actual: 2023 $33,853

4. Total Purses: (7A1 + 7A2 + 7A3)
Current meet estimate: 2024 $13,077,500
Prior meet actual: 2023 $13,043,211

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: 2024 $3,277,500
Prior meet actual: 2023 $3,385,272

Average Daily Purse (7B1 ÷ number of days):
Current meet estimate: 2024 $31,820
Prior meet actual: 2023 $33,853

C. Funds to be generated for all California-bred incentive awards (including breeder awards and owners' premiums):
Current meet estimate: 2024 $427,000
Prior meet actual: 2023 $426,743

D. Payment to each recognized horsemen's organization contracting with the association and the name(s) of the organization(s): Pacific Coast Quarter Horse Racing Association

Recognized Horsemen's Organization

Current meet estimate:		Prior meet actual:	
2024	Click or tap here to enter text.	2023	
Total:	$405,000	Total:	$402,457

E. Amount from all sources to be distributed in the form of purses or other benefits to horsemen (7A + 7C + 7D):
Current meet estimate: 2024 $13,909,500
Prior meet actual: 2023 $13,872,411

Average Daily Purse (7E ÷ number of days):
Current meet estimate: 2024 $135,044

Prior meet actual: 2023 $138,724

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: 2024 $11,000,000
Prior meet actual: 2023 $10,946,029

Average Daily Purse (7F ÷ number of days):
Current meet estimate: 2024 $106,796
Prior meet actual: 2023 $109,460

G. Purse funds to be generated from interstate handle:
Current meet estimate: 2024 $1,275,000
Prior meet actual: 2023 $1,280,952

Average Daily Purse (7G ÷ number of days):
Current meet estimate: 2024 $12,379
Prior meet actual: 2023 $12,810

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: Robert Passero, 230 Old Ranch Rd., Seal Beach, CA 90740

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: 1100

B. Minimum number of stalls believed necessary for the meeting: 1100

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): N/A

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: Rick Overly, CEO of Equine Sports Medicine, Ph (714) 527-2341, and his staff of veterinarians are on call 24/7 to handle any issues during training hours, workouts and racing. There is a rotation of private Veterinarians on site during all training hours.

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

10. PARI-MUTUEL WAGERING PROGRAM

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

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

	TYPE OF WAGERS	**APPLICABLE RULES**
Example Race:	$1 E; $1 Double	CHRB #1959; ARCI #VE
Race #1	See attachment	See attachment
Race #2	Click or tap here to enter text.	Click or tap here to enter text.
Race #3	Click or tap here to enter text.	Click or tap here to enter text.
Race #4	Click or tap here to enter text.	Click or tap here to enter text.
Race #5	Click or tap here to enter text.	Click or tap here to enter text.
Race #6	Click or tap here to enter text.	Click or tap here to enter text.
Race #7	Click or tap here to enter text.	Click or tap here to enter text.
Race #8	Click or tap here to enter text.	Click or tap here to enter text.

Race #9	Click or tap here to enter text.	Click or tap here to enter text.
Race #10	Click or tap here to enter text.	Click or tap here to enter text.
Race #11	Click or tap here to enter text.	Click or tap here to enter text.
Race #12	Click or tap here to enter text.	Click or tap here to enter text.
Race #13	Click or tap here to enter text.	Click or tap here to enter text.

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: December 22, 2024

D. List any options requested with regard to exotic wagering. Click or tap here to enter text.

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. Saturday and Sunday at 9:30am.

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 International, Jeff True, contract expires 8/14/2025

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

	TAKEOUT PERCENTAGE (Example) PNP5-14%
Race #1	Win, Place, Show - 17.63%
Race #2	All others - 22.88%
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. TVG, Game Play Network, NYRA Bets, Twin Spires, Watch and Wager, Xpressbet, Lien Games.

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

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

Yes ☒ No ☐

If yes, attach a copy of the approval. If no, explain the status of the approval.

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

12. SIMULCAST WAGERING PROGRAM

A. Simulcast organization engaged by the association to conduct simulcast wagering: Southern California Off-Track Wagering, Inc.

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: Alameda County Fair - Pleasanton; Sonoma County Fair - Santa Rosa; The Jockey Club at San Mateo; Big Fresno Fair - Fresno; California State Fair & Expo - Sacramento; Club One - Fresno; Golden Gate Fields - Albany; Solano County Fair - Vallejo; Monterey County Fair - Monterey; San Joaquin County Fair - Stockton; Santa Clara County Fair - San Jose; Surfside Race Place - Del Mar; Ventura County Fair - Ventura; San Bernardino County Fair - Victorville; Viejas Casino & Turf Club - Alpine; Del Mar Thoroughbred Club - Del Mar; Hollywood Park Casino - Inglewood; Cabazon Fantasy Springs Resort - Indio; The Farmers Fair - Perris; Antelope Valley Fair - Lancaster; National Orange Show - San Bernardino; Fairplex Park - Pomona; Santa Anita - Arcadia

D. Out-of-state wagering systems the association proposes to offer its live audiovisual signal: Mexico (including Agua Caliente and related books, Juarez and related books, and Hipodromo de las Americas and related books); Australia and New Zealand (TabCorp and Ubet).

E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the association: See attachment.

F. California minisatellite wagering facilities the association proposes to offer its live audiovisual signal: Commerce Casino - Commerce; Tilted Kilt - Thousand Oaks; Lake Elsinore Hotel and Casino; Sports Grill & Turf Club - Norco; Santa Clarita Lanes; Sammy's - Lake Forrest; Firehouse Restaurant - Bakersfield; Glen Arden - Glendale

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
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	

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

QUARTER HORSE SIMULCAST RACES TO BE IMPORTED

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

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
See Attachment		

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

OTHER BREED SIMULCAST RACES TO BE IMPORTED

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

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

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

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

13. CHARITY RACING DAYS

A. Name and address of the distributing agent (charity foundation) for the net proceeds from charity racing days held by the association: Los Alamitos Quarter Horse Charity Foundation, 4961 Katella Ave., Los Alamitos, CA 90720

B. Names and addresses of the trustees or directors of the distributing agent: Robert Main, 4961 Katella Ave., Los Alamitos, CA 90720; Althea Miller 4961 Katella Ave., Los Alamitos, CA 90720; Charles Brain, 4961 Katella Ave., Los Alamitos, CA 90720

C. Dates the association will conduct races as charity racing days OR:

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

NOTICE TO APPLICANT: Net proceeds from charity racing days shall be paid to the designated and approved distributing agent within 180 days following the conclusion of the association's race meeting in accordance with the provisions of Business and Professions Code section 19555. Thereafter, the distributing agent shall distribute not less than 90% of the aggregate proceeds from such charity racing days within twelve (12) calendar months after the last day of the meeting during which the charity racing days were conducted and shall distribute the remaining funds as soon thereafter as is practicable. At least 50% of the distribution shall be made to charities associated with the horse racing industry, in accordance with the provisions of Business and Professions Code section 19556(b) and (c).

14. RACING OFFICIALS, OFFICIALS, AND OFFICIATING EQUIPMENT

A. Racing officials nominated:

Association Veterinarian(s)	Becky Fitzgerald, DVM
Clerk of Scales	Natividad Estrada
Clerk of the Course	Isamar Guerrero
Film Specialist	Stewards - as assigned by the CHRB
Horse Identifier	Ralph Seville
Horseshoe Inspector	Brian Griffin
Paddock Judge	Thomas Bazley
Patrol Judges	Louie Cacioppo
Placing Judges	Jordan Castaneda, Daniel Villalba
Starter	Gary Brinson
Timer	Michael Ascanio

B. Management officials in the racing department:

Director of Racing	Jordan Castaneda
Racing Secretary	Jordan Castaneda
Assistant Racing Secretary	N/A
Paymaster of Purses	Dawn Jackson
Others (identify by name and title)	Assistant Director of Racing - Natividad Estrada

C. Name, address, email, and telephone number of the reporter employed to record and prepare transcripts of hearings conducted by the stewards: Barbara Weinstein, 9582 Hamilton Ave, STE 265, Huntington Beach, CA 92646, (714) 964-7102

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, 12/31/24

E. Indicate photo patrol video equipment to be used to record all races, name of the person supplying the service, and expiration date of the service contract. Specify the number and location of cameras for dirt and turf tracks. Pegasus Communications, Jim Porep, 4/22/24, see attachment.

F. Type of electronic timing device to be used for the timing of all races, name of the person supplying the service, and expiration date of the service contract: Pegasus Communications, Jim Porep, 4/22/24

15. SECURITY CONTROLS

A. State the name and title of the person responsible for security controls on the premises. Include an organizational chart of the security department and a list of the names of security personnel and contact telephone numbers. Cathy Monji - Director of Security, (714) 820-2810, see attachment.

B. Estimated number of security guards, gatemen, patrolmen, or others to be engaged in security tasks on a regular full-time basis: 24

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

2. Detention Stalls:

   a. Attach a plan for use of graded stakes or overnight races.
   b. Number of security guards in the detention stall area during a 24-hour period:
   c. Describe number and location of surveillance cameras in detention stall area.

3. TCO2 Testing:

   a. Number of races to be tested, and number of horses entered in each race to be tested:
   b. Plan for enhanced surveillance for trainers with high-test results:
   c. Plan for detention stalls for repeat offenders:
   d. Number of security personnel assigned to the TCO2 program:

C. Describe the electronic security system.

1. Location and number of video surveillance cameras for the detention stall and stable gate: 11

cameras in the Test Barn area and 4 cameras at the stable gate provide 24 hour surveillance.

D. For night racing associations: Describe emergency lighting system. See attachment.

16. EMERGENCY SERVICES

A. Name, address, and emergency telephone number of the ambulance service to be used during workouts and during racing: Huntington Ambulance, PO Box 145, Sunset Beach, CA 90742, (562) 904-1550, cell (714) 325-0363 Stacey O'Brien

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.

D. Name and emergency telephone number of the licensed physician on duty during the race meeting:
If Quarter Horse racing association, see D.1.

1. Name, address, and emergency telephone number of a hospital located within 1.5 miles of the racetrack, with which an agreement is in place to provide emergency medical services, pursuant to Business and Professions Code section 19481.3(a): Los Alamitos Medical Center, 3751 Katella Ave., Los Alamitos, CA, (562) 799-3212; West Anaheim Medical Center, 3033 West Orange Ave., Anaheim CA 92804, (714) 827-3000; In case of a major accident/head injury (as determined by the Paramedics) they are routed to: Long Beach Memorial, 2801 Atlantic Ave, Long Beach, CA 90802, (562) 933-2000; or UCI Medical Center, 101 The City Drive, Orange, CA 92868, (714) 456-7890

E. Name, address, and emergency telephone number of the hospital to be used for admittance and treatment of emergency injuries in the event of an on-track injury to a jockey: Los Alamitos Medical Center, 3751 Katella Ave., Los Alamitos, CA, (562) 799-3212; West Anaheim Medical Center, 3033 West Orange Ave., Anaheim CA 92804, (714) 827-3000; In case of a major accident/head injury (as determined by the Paramedics) they are routed to: Long Beach Memorial, 2801 Atlantic Ave, Long Beach, CA 90802, (562) 933-2000; or UCI Medical Center, 101 The City Drive, Orange, CA 92868, (714) 456-7890

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

G. Names of health and safety manager and assistant manager responsible for compliance of health and safety provisions pursuant to Business and Professions Code section 19481.3(d): Allie Rodriguez/FLSIG-safety manager, Frank Sherren - safety program director LARC

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): Finish Line Self Insurance Group, Certificate number On File, Sig Solutions PO Box 905, Seal Beach, CA 90740, see attachment.

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:

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: See attachment.
Promotional/Marketing budget for prior race meeting: See attachment.

C. Number of hosts and hostesses employed for meeting: See attachment.

D. Describe facilities set aside for new fans. See attachment.

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

1. Horsemen — New office built at the main entrance to the barn area, improvements have been made to receiving & testing barns
2. Fans — New video monitors & ongoing sports bar upgrades
3. Facilities in the restricted areas — Barns, including bathrooms, are subject to an on-going maintenance and upgrade program.

19. SCHEDULE OF CHARGES

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

Admission (general)	$3.00
Admission (clubhouse)	$10.00 Burgarts and Vessels Club
Reserved seating (general)	N/A
Reserved seating (clubhouse)	N/A
Parking (general)	Free
Parking (preferred)	$5.00
Parking (valet)	N/A
Programs (on-track)	$4.50
(off-track)	$4.75

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

C. Describe any "package" plans, such as combined parking, admission, and program. None

20. JOCKEYS/DRIVERS' QUARTERS

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

☒ Corners (lockers and cubicles) How many 60

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

☐ Masseur ☐ Food/beverage service ☒ Certified platform scale

B. Describe the quarters to be used for female jockeys/drivers. Separate quarters with cubicles, showers, steam box, sleeping quarters.

21. BACKSTRETCH EMPLOYEE HOUSING

A. Inspection of backstretch housing was completed by (name) See attachment on (date) October, 2022.

B. Number of rooms used for housing on the backstretch of the racetrack: 228 out of 344

C. Number of restrooms available on the backstretch of the racetrack: 13

D. Estimated ratio of restroom facilities to the number of backstretch personnel: 18/1

22. TRACK SAFETY

A. Total distance of the racecourse, measured from the finish line counterclockwise (3' from the inner railing) back to the finish line: 5100 feet.

B. Describe the type of track surface at the facility, including the specific track surface composition. Dirt track consisting of sand, clay, silt, organic and gravel.

C. The percent of cross slope in the straightaways is: 3%
The percent of cross slope in the center of the turns is: 6%

D. Describe the type(s) of materials used for the inner and outer railings of the race course, the type

of inner railing supports (e.g., metal gooseneck, wood 4" x 4" uprights, offset wood 4" x 4" supports, etc.), the coverings, if any, on the top of the inner railing, and the approximate height of the top of the inner railing from the level of the race course. Inner rail is a metal slant with metal safety cover, 40" in height from track to top of rail. Outer rail is a metal gooseneck with 6" X 4" metal tubing.

E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474: Rick Hughes, Track Superintendent, Dennis Moore, Track Consultant.

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

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

23. DECLARATIONS

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

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

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

D. Attach a lease agreement permitting the association to occupy the racing facility during the entire term of the meeting. (In the absence of either a lease agreement or a horsemen's agreement, a request for an extension pursuant to CHRB Rule 1407 shall be made.)

E. All service contractors and concessionaires have valid state, county, or city licenses authorizing each to engage in the type of service to be provided and have valid labor agreements, when applicable, which remain in effect for the entire term of the meeting, except as follows (if no exceptions, so state): No exceptions and 23D is N/A

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 _____

Signature

Print Name Print Title Date

ADDENDUM
Background and Ownership Information

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

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

I. BACKGROUND INFORMATION

A. PERSONAL INFORMATION - Application documents must include for each individual who is a director, officer, or partner in the application, or an owner of an interest in the applicant of 5% or more:
   1. Full name and any previous names or aliases;
   2. date of birth;
   3. physical description;
   4. business address and telephone number; and
   5. disclosure of employment, education and military history for the past 20 years or since the age of 18.

B. PERSONAL HISTORY - Application documents must include a completed Personal History Record, CHRB-25A, for each individual named in Addendum Section I.A.

C. RELATIONSHIP - The application documents must state, for each individual providing information under Addendum Section I.A., whether the individual is related to a member or an employee of the CHRB. A half-relationship or step-relationship is considered to be a familial relationship.

D. CORPORATIONS - If the applicant is a corporation, the application documents must state:
   1. The state in which the applicant is incorporated; and
   2. name and address of the applicant's agent for service of process in California.

E. INDICTMENTS OR CONVICTIONS - If the applicant is a corporation, the application documents must include a statement disclosing whether the corporation is presently or has ever been indicted or convicted of a criminal offense, e.g., felony or misdemeanor.

F. PENDING LEGAL PROCEEDINGS - An applicant for a license to operate a racetrack must describe any pending legal proceedings of $250,000 or more:
   1. To which the applicant, a director, officer, or partner of the applicant, or an individual who owns an interest in the applicant of 5% or more is a party; or
   2. that involves property owned by the applicant, a director, officer, or partner of the applicant, an individual who owns an interest in the applicant of 5% or more, or a related entity identified under Addendum Section I.
   3. Applicant must state the name of the court or agency before which the proceeding is or was pending, the case number, date the proceeding was instituted, and the names of the principal parties to the proceeding.

II. OWNERSHIP

A. IDENTIFICATION AND LOCATION - The application documents must include:
   1. All names used by the applicant; and
   2. name of the agent and the address and telephone number of the office of the applicant for service of process in California.

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

C. ORGANIZERS - If the applicant is not an individual and was organized less than five years before the date on which the application documents are submitted to the CHRB, the application documents must state:
   1. Name of each individual who was an organizer or promoter of the applicant;
   2. nature and amount of assets, services, or other consideration contributed to the applicant by an organizer or promoter of the applicant; and
   3. nature and amount of anything of value given by the applicant to an organizer or promoter of the applicant.

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

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

F. DIRECTORS, OFFICERS, AND PARTNERS

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

G. CONTROLLING ENTITY

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

H. OUTSIDE INTERESTS AND LICENSE HISTORY - Application documents must state whether the applicant or a director, officer, or partner of the applicant

1. Ever held an ownership interest in a licensee of the CHRB; or is currently engaged in the business of racing in another state.

Exhibit B

2024 Stakes Schedule

LOS ALAMITOS QUARTER HORSE RACING ASSOCIATION
TENTATIVE 2024 STAKES SCHEDULE

TO BE RUN		EVENT	PURSE & DISTANCE
SATURDAY DECEMBER 30, 2023	(1)	**HOLIDAY HANDICAP** TWO YEAR OLDS	$20,000 350 YARDS
SUNDAY JANUARY 7, 2024	(2)	**CHARGER BAR HANDICAP** *MARES*, FOUR YEAR OLDS AND UPWARD	$100,000 400 YARDS
SUNDAY JANUARY 7, 2024	(3)	**DASHINGLY** *MARES*, FOUR YEAR OLDS AND UPWARD **(CHARGER BAR PREFERRED)**	$25,000 350 YARDS
SATURDAY FEBRUARY 17, 2024	(4)	**LOS ALAMITOS WINTER DERBY** THREE YEAR OLDS **(TRIALS TO BE RUN, SATURDAY, JANUARY 27, 2024)**	$200,000 Projected $100,000 Added 400 YARDS
SUNDAY FEBRUARY 18, 2024	(5)	**BRAD MCKINZIE WINTER CHAMPIONSHIP** FOUR YEAR OLDS AND UPWARD **(TRIALS TO BE RUN, SUNDAY, JANUARY 28, 2024)**	$160,000 Projected $100,000 Added 400 YARDS
SATURDAY FEBRUARY 24, 2024	(6)	**DENIM N DIAMONDS HANDICAP** *MARES*, FOUR YEAR OLDS AND UPWARD **(CALIFORNIA BRED PREFERRED)**	$35,000 350 YARDS
SUNDAY FEBRUARY 25, 2024	(7)	**LOS ALAMITOS MAIDEN STAKES** THREE YEAR OLDS **(NOVEMBER 1, 2023)** **(TRIALS TO BE RUN, SUNDAY, FEBRUARY 04, 2024)**	$125,000 Projected $25,000 Added 350 YARDS
SUNDAY MARCH 10, 2024	(8)	**VIRGINIA HYLAND STAKES** *FILLIES/MARES* THREE YEAR OLDS AND UPWARD	$40,000 350 YARDS
SUNDAY MARCH 17, 2024	(9)	**MOONIST STAKES** THREE YEAR OLDS AND UPWARD	$40,000 400 YARDS
SATURDAY MARCH 23, 2024	(10)	**LOS ALAMITOS OAKS** *FILLIES*, THREE YEAR OLDS **(TRIALS TO BE RUN, SATURDAY, MARCH 2, 2024)**	$500,000 Projected $125,000 Added 400 YARDS
SUNDAY MARCH 24, 2024	(11)	**EL PRIMERO DEL ANO DERBY** *COLTS AND GELDINGS*, THREE YEAR OLDS **(TRIAL TO BE RUN, SUNDAY, MARCH 3, 2024)**	$225,000 Projected $35,000 Added 400 YARDS
SATURDAY APRIL 6, 2024	(12)	**JAMES S SMITH MEMORIAL HANDICAP** THREE YEAR OLDS	$30,000 350 YARDS

TO BE RUN		EVENT	PURSE & DISTANCE
SATURDAY APRIL 13, 2024	(13)	**DASHING FOLLY** *FILLIES/MARES* THREE YEAR OLDS AND UPWARD **(NON WINNERS OF THE YEAR)**	$30,000 350 YARDS
SATURDAY APRIL 27, 2024	(14)	**KAWEAH BAR HANDICAP** THREE YEAR OLDS AND UPWARD	$40,000 350 YARDS
SATURDAY MAY 4, 2024	(15)	**LA PACIFICA HANDICAP** *FILLIES*, THREE YEAR OLDS	$35,000 350 YARDS
SUNDAY MAY 5, 2024	(16)	**MISS PRINCESS HANDICAP** *FILLIES AND MARES*, THREE YEAR OLDS AND UPWARD	$50,000 350 YARDS
SATURDAY MAY 11, 2024	(17)	**DILLINGHAM HANDICAP** THREE YEAR OLDS	$35,000 400 YARDS
SUNDAY MAY 12, 2024	(18)	**ROBERT ADAIR KINDERGARTEN FUTURITY** TWO YEAR OLDS **(TRIALS TO BE RUN, SUNDAY, APRIL 21, 2024)**	$400,000 Projected $50,000 Added 300 YARDS
SUNDAY MAY 19, 2024	(19)	**ADEQUAN CALIFORNIA REGIONAL** **DERBY CHALLENGE** THREE YEAR OLDS **(TRAILS TO BE RUN, SUNDAY APRIL 28, 2024)**	$30,000 Estimated $10,000 Added +$15,000 B of A 400 YARDS
SUNDAY JUNE 9, 2024	(20)	**ABIGAIL KAWANANAKOA** *FILLIES AND MARES*, THREE YEAR OLDS AND UPWARD	$100,000 400 YARDS
SUNDAY JUNE 9, 2024	(21)	**CHECK HER TWICE** *FILLIES/MARES* THREE YEAR OLDS AND UPWARD	$25,000 350 YARDS
SATURDAY JUNE 15, 2024	(22)	**FRED SCANE** TWO YEARS OLD	$25,000 350 YARDS
SUNDAY JUNE 16, 2024	(23)	**ED BURKE MILLION FUTURITY** TWO YEAR OLDS **(TRIALS TO BE RUN, SUNDAY, MAY 26, 2024)**	$1,000,000 Projected $250,000 Added 350 YARDS
SATURDAY JUNE 22, 2024	(24)	**VANDYS FLASH HANDICAP** THREE YEAR OLDS	$25,000 350 YARDS
SUNDAY JUNE 16, 2024	(25)	**1000 YARD SUMMER CHAMPIONSHIP** THREE YEAR OLDS AND UPWARD **(MIX-BRED)**	$50,000 1000 YARDS

TO BE RUN		EVENT	PURSE & DISTANCE
SUNDAY JUNE 16, 2024	(26)	**1000 YARD SUMMER STAKE** *FILLIES/MARES*, THREE YEAR OLDS AND UPWARD **(MIX-BRED)**	$40,000 1000 YARDS
SATURDAY JULY 6, 2024	(27)	**INDEPENDENCE DAY HANDICAP** THREE YEAR OLDS AND UPWARD	$30,000 300 YARDS
SUNDAY JULY 7, 2024	(28)	**VESSELS MATURITY** FOUR YEAR OLDS AND UPWARD **(TRIALS TO BE RUN, SUNDAY, JUNE 11, 2024)**	$150,000 Projected $100,000 Added 400 YARDS
		Cal-Bred Day	
SATURDAY JULY 27, 2024	(29)	**GOVERNOR'S CUP FUTURITY** TWO YEAR OLDS BRED IN CALIFORNIA **(TRIALS TO BE RUN, SATURDAY, JULY 6, 2024)**	$400,000 Projected $100,000 Added 350 YARDS
SUNDAY JULY 28, 2024	(30)	**GOVERNOR'S CUP DERBY** THREE YEAR OLDS BRED IN CALIFORNIA **(TRIALS TO BE RUN, SUNDAY, JULY 7, 2024)**	$225,000 Projected $100,000 Added 400 YARDS
SATURDAY/SUNDAY JULY 27, 2024	(31)	**SPENCER L CHILDERS** **CALIFORNIA BREEDERS CHAMPIONSHIP HANDICAP** THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA	$100,000 400 YARDS
SATURDAY/SUNDAY JULY 27, 2024	(32)	**CALIFORNIA BREEDERS MATRON STAKES** *FILLIES AND MARES*, THREE YEAR OLDS AND UPWAR BRED IN CALIFORNIA	$40,000 400 YARDS
SATURDAY/SUNDAY JULY 27, 2024	(33)	**CALIFORNIA BREEDERS FRESHMAN** **FILLIES STAKES** *FILLIES*, TWO YEAR OLDS BRED IN CALIFORNIA	$25,000 350 YARDS
SATURDAY/SUNDAY JULY 27, 2024	(34)	**CALIFORNIA BREEDERS FRESHMAN STAKES** TWO YEAR OLDS BRED IN CALIFORNIA	$25,000 350 YARDS
SATURDAY/SUNDAY JULY 27, 2024	(35)	**CALIFORNIA BREEDERS DEBUTANTE STAKES** *FILLIES*, THREE YEAR OLDS BRED IN CALIFORNIA	$25,000 350 YARDS
SATURDAY/SUNDAY JULY 27, 2024	(36)	**JENS L LIST JR MEMORIAL** **CALIFORNIA BREEDERS STAKES** THREE YEAR OLDS BRED IN CALIFORNIA	$25,000 400 YARDS

TO BE RUN		EVENT	PURSE & DISTANCE
SATURDAY/SUNDAY JULY 27, 2024	(37)	**$5,000 SOPHOMORE CLAIMING STAKES** THREE YEAR OLDS BRED IN CALIFORNIA	$15,000 350 YARDS
SATURDAY/SUNDAY JULY 27, 2024	(38)	**$10,000 SOPHOMORE CLAIMING STAKES** THREE YEAR OLDS BRED IN CALIFORNIA	$17,500 350 YARDS
SATURDAY/SUNDAY JULY 27, 2024	(39)	**$5,000 SENIOR CLAIMING STAKES** THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA	$15,000 400 YARDS
SATURDAY/SUNDAY JULY 27, 2024	(40)	**$10,000 SENIOR CLAIMING STAKES** THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA	$17,500 400 YARDS
SATURDAY/SUNDAY JULY 27, 2024	(41)	**CALIFORNIA BREEDERS SPRINT STAKES** THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA	$25,000 350 YARDS
SATURDAY AUGUST 3 2024	(42)	**BANK OF AMERICA** **CALIFORNIA REGIONAL CHALLENGE** THREE YEAR OLDS AND UPWARD **(TRIALS TO BE RUN, SATURDAY, JULY 13, 2024)**	$40,000 Estimated $15,000 Added + $20,000 B of A Racing Challenge 440 YARDS
SUNDAY AUGUST 4, 2024	(43)	**QRACING VIDEO CALIFORNIA REGIONAL** **DISTAFF CHALLENGE** *FILLIES AND MARES*, THREE YEAR OLDS AND UPWARD **(TRIALS TO BE RUN, SUNDAY, JULY 14, 2024)**	$30,000 Estimated $7,500 Added + $7,500 B of A Racing Challenge 400 YARDS
SATURDAY AUGUST 10, 2024	(44)	**JOHN DEERE JUVENILE CALIFORNIA REGIONAL** **CHALLENGE** TWO YEAR OLDS **(TRIALS TO BE RUN, SATURDAY, JULY 20, 2024)**	$50,000 Estimated $10,000 Added + $15,000 B of A Racing Challenge 350 YARDS
SUNDAY AUGUST 11, 2024	(45)	**GOLDEN STATE DERBY** THREE YEAR OLDS **(TRIALS TO BE RUN, SUNDAY, JULY 21, 2024)**	$250,000 Projected $50,000 Added 400 YARDS
SATURDAY AUGUST 17, 2024	(46)	**FLORENTINE** *FILLIES/MARES*, THREE YEARS OLD AND UPWARD **(WHICH HAVE NOT EARNED $25,000 IN 2024)**	$25,000 350 YARDS
SUNDAY AUGUST 18, 2024	(47)	**$16,000 CLAIMING FUTURITY** TWO YEAR OLDS **(TRAILS TO BE RUN, SUNDAY, JULY 28, 2024)**	$70,000 Approximated $20,000 Added 350 YARDS
SATURDAY AUGUST 24, 2024	(48)	**SGT PEPPER FEATURE HANDICAP** THREE YEAR OLDS	$40,000 350 YARDS
SUNDAY AUGUST 25, 2024	(49)	**GO MAN GO HANDICAP** THREE YEAR OLDS AND UPWARD	$100,000 400 YARDS

TO BE RUN		EVENT	PURSE & DISTANCE
SATURDAY SEPTEMBER 14, 2024	(50)	**MILDRED N VESSELS MEMORIAL HANDICAP** *FILLIES AND MARES*, THREE YEAR OLDS AND UPWARD	$125,000 $100,000 ADDED 400 YARDS
SATURDAY SEPTEMBER 14, 2024	(51)	**GO JOSIE GO** *FILLIES/MARES*, THREE YEARS OLD AND UPWARD	$25,000 350 YARDS
SATURDAY OCTOBER 5, 2024	(52)	**BLANE SCHVANEVELDT HANDICAP** THREE YEAR OLDS AND UPWARD **(RESTRICTED INTERMOUNTAIN)**	$35,000 400 YARDS
SUNDAY SEPTEMBER 29, 2024	(53)	**PCQHRA BREEDERS FUTURITY** TWO YEAR OLDS **(TRIALS TO BE RUN, SUNDAY, SEPTEMBER 8, 2024)**	$400,000 Projected $50,000 Added 350 YARDS
SATURDAY OCTOBER 5, 2024	(54)	**ROBERT L BONIFACE LOS ALAMITOS INVITATIONAL CHAMPIONSHIP** THREE YEAR OLDS AND UPWARD	$125,000 440 YARDS
SATURDAY OCTOBER 5, 2024	(55)	**SOUND DASH** *FILLIES/MARES*, THREE YEAR OLDS AND UPWARD	$35,000 350 YARDS
SATURDAY OCTOBER 19, 2024	(56)	**AZURE THREE** THREE YEAR OLDS AND UPWARD	$25,000 220 YARDS
SUNDAY OCTOBER 27, 2024	(57)	**LOS ALAMITOS WILD WEST FUTURITY** TWO YEAR OLDS **(TRIALS TO BE RUN, SUNDAY, OCTOBER 6, 2024)**	$125,000 Projected $20,000 Added 350 YARDS
SUNDAY NOVEMBER 3, 2024	(58)	**GOLDEN STATE MILLION FUTURITY** TWO YEAR OLDS **(TRIALS TO BE RUN, SUNDAY, OCTOBER 13, 2024)**	$1,000,000 Projected $100,000 Added 400 YARDS
SUNDAY NOVEMBER 3, 2024	(59)	**AH SIGH** TWO YEARS OLD **(GOLDEN STATE MILLION PREFERRED)**	$30,000 350 YARDS
SATURDAY NOVEMBER 2, 2024	(60)	**TOWN POLICY STAKES** THREE YEAR OLDS	$30,000 400 YARDS
SATURDAY NOVEMBER 2, 2024	(61)	**JUSTANOLD LOVE** *FILLIES*, THREE YEAR OLDS	$30,000 350 YARDS
SUNDAY NOVEMBER 10, 2024	(62)	**LOS ALAMITOS SUPER DERBY** THREE YEAR OLDS **(TRIALS TO BE RUN, SUNDAY, OCTOBER 20, 2024)**	$1,000,000 Projected $200,000 Added 400 YARDS

SUNDAY NOVEMBER 17, 2024	(63)	**Z WAYNE GRIFFIN DIRECTORS TRIAL** THREE YEAR OLDS AND UPWARD **(TRIALS FOR THE CHAMPION OF CHAMPIONS)**	$20,000 per Trial 400 YARDS
SATURDAY NOVEMBER 16, 2024	(64)	**LAS DAMAS HANDICAP** *FILLIES AND MARES*, THREE YEAR OLDS AND UPWARD	$75,000 400 YARDS
SUNDAY DECEMBER 8, 2024	(65)	**1000 YARD WINTER CHAMPIONSHIP** THREE YEAR OLDS AND UPWARD **(MIX-BRED)**	$75,000 1000 YARDS
SUNDAY DECEMBER 8, 2024	(66)	**1000 YARD WINTER STAKE** *FILLIES AND MARES*, THREE YEAR OLDS AND UPWARD **(MIX-BRED)**	$40,000 1000 YARDS
SUNDAY DECEMBER 8, 2024	(67)	**1000 YARD WINTER STAKE** THREE YEAR OLDS AND UPWARD **(MIX-BRED)**	$30,000 1000 YARDS
SATURDAY DECEMBER 14, 2024	(68)	**CHAMPION OF CHAMPIONS** THREE YEAR OLDS AND UPWARD	$750,000 440 YARDS
SUNDAY DECEMBER 15, 2024	(69)	**LOS ALAMITOS 2 MILLION FUTURITY** TWO YEAR OLDS **(TRIALS TO BE RUN, SUNDAY, NOVEMBER 24, 2024)**	$1,800,000 Projected $350,000 Added 400 YARDS
SUNDAY DECEMBER 15, 2024	(70)	**LOS ALAMITOS 2 MILLION JUVENILE** TWO YEARS OLD **(LOS ALAMITOS 2 MILLION TRIAL ENTRANTS PREFERRED)**	$50,000 350 YARDS
SATURDAY DECEMBER 21, 2024	(71)	**A RANSOM HANDICAP** THREE YEAR OLDS	$25,000 350 YARDS
SATURDAY DECEMBER 21, 2024	(72)	**FIRST DOWN DASH HANDICAP** THREE YEAR OLDS AND UPWARD	$40,000 400 YARDS
SUNDAY DECEMBER 22, 2024	(73)	**SOUTHERN CALIFORNIA DERBY** THREE YEAR OLDS **(TRIALS TO BE RUN, SUNDAY, DECEMBER 1, 2024)**	$175,000 Projected $35,000 Added 400 YARDS

Exhibit C

2024 Purse Schedule

QUARTER HORSES

2&3 YEAR OLDS

PURSES BASED ON 10 STARTERS

PARTICIPATION $300

MAIDEN ALLOWANCE	NUMBER OF ENTRIES	PURSE
	9-10	$10,000
	8	$9,000
	7	$8,500
	6	$8,000
	5	-

CLAIM PRICE	MAIDEN	NON2	NON3	OPEN
$2,500	$8,140	$9,015	$9,210	$9,405
$4,000	$8,235	$9,210	$9,600	$9,895
$5,000	$8,335	$9,310	$9,700	$9,990
$6,250	$8,430	$9,500	$9,795	$10,185
$8,000	$8,530	$9,500	$9,895	$10,285
$10,000	$8,625	$9,795	$10,185	$10,575
$12,500	$8,725	$10,285	$10,380	$11,065
$16,000	8,820	$12,235	$12,625	$13,015
$20,000	$8,920	$13,015	$13,405	$13,805
$25,000	$9,015	$13,110	$13,500	$13,805
$30,000	$9,115	$13,600	$13,700	$13,900
ALLOWANCE	-	$14,100	$14,200	$14,500

Quarter Horses

2 yo maiden claiming	2000
2 yo maiden claiming (cal-bred)	2099
2 yo maiden allowance	2001
2 yo maiden allowance (cal-bred)	2002
2 yo claiming - non winners of 2	2003
2 yo claiming	2005
2 yo claiming (cal-bred)	2098
2 yo starter allowance	2006
2 yo allowance - non winners of 2	2007
2 yo allowance - non winners of 2 (cal-bred)	2097
2 yo allowance - non winners of 3	2008

UPDATED 5/25/21

QUARTER HORSES

3&UP

PURSES BASED ON 10 STARTERS

PARTICIPATION $300

MAIDEN ALLOWANCE	NUMBER OF ENTRIES	PURSE
	9-10	$10,000
	8	$9,000
	7	$8,500
	6	$8,000
	5	-

CLAIM PRICE	MAIDEN	NON2	NON3	NON YEAR	OPEN
$2,500	$8,625	$9,015	$9,210	$9,405	$9,600
$3,200	-	$9,210	$9,405	$9,600	$9,795
$4,000	$8,725	$9,405	$9,600	$9,795	$9,990
$5,000	$8,820	$9,600	$9,795	$9,990	$10,185
$6,250	$8,920	$10,090	$10,185	$10,380	$10,575
$8,000	$9,015	$10,770	$10,965	$11,160	$11,355
$10,000	$9,115	$11,160	$11,355	$11,550	$11,745
$12,500	$9,210	$11,455	$11,650	$11,845	$12,040
$16,000	$9,310	$11,650	$11,845	$12,040	$12,235
$20,000	$9,405	$11,745	$11,940	$12,135	$12,330
$25,000	$9,500	$11,940	$12,135	$12,330	$12,525
$30,000	$9,600	$12,430	$12,625	$12,820	$13,015
ALLOWANCE	-	$14,500	$14,500	$14,500	$15,000

Quarter Horses

3 up maiden claiming	3900
3 up maiden claiming (cal-bred)	3999
3 up maiden allowance	3901
3 up maiden allowance (cal-bred)	3902
3 up claiming - non winners of 2	3903
3 up claiming - non winners of 2 (two years)	3904
3 up claiming	3905
3 up claiming (calbred)	3998
3 up starter allowance	3906
3 up allowance - non winners of 2	3907
3 up allowance - non winners of 2 (cal-bred)	3997
3 up allowance - non winners of 3	3908

UPDATED 5/25/23

Exhibit D

Procedure for Collection of Hair Samples

Exhibit D

PROCEDURE FOR COLLECTION OF HAIR SAMPLES

Materials Needed:

- Disposable gloves.
- Tamper-proof evidence bag or container (i.e., urine sample jars)
- Submission Paperwork (identical to other CHRB samples)
- Sample Labels (Use NC labels for Pre-race/OOCT; use track labels for post-race)

Hair Sample Requirement:

- A new pair of gloves for collecting each sample should be used so as to avoid cross contamination between horses.
- Approximately one pencil-width of mane hair should be pulled, 10cm (4" ≈ hand width) in length.
- Take sample from the underside of the mane, midway between the withers and poll.
- Pull (break) hairs as close to root as possible.

Identification

Identification and Chain of Custody are to be conducted in a manner identical to standard CHRB test procedures.

The horse is to be identified by name and tattoo number, or by direct comparison to official markings. The simplest approach is to have the trainer's representative or groom should raise the lip to check the tattoo.

Collection personnel should not touch the mucous membranes of the horse, except with clean disposable gloves.

Procedure:

1. Put on clean pair of gloves.
2. Swab the section of the mane to be sampled with alcohol
3. Flip mane over and take required quantity of hairs from underside.
4. One 'pull' (approximately one pencil-width) should provide sufficient hair for testing. Mane hairs are easily broken off in smaller sections near mane root. While holding pencil sized sample, pull in other hand.
5. Place hairs carefully in bottom of urine jar or comparable evidence container, and seal container with label. Trainer's representative should initial the label with a Sharpie or similar permanent ink marker. Note: Gloves can be inverted over the hairs and placed with the hairs inside the jar.
6. Discard used gloves if not included with the hair sample.

Chain of Custody:

Chain of Custody procedures are to be identical to CHRB procedures.

- The trainer's representative/witnesses is to observe the sample being pulled and placed in the jar, and sealing process.
- That representative/witness is to initial the evidence seal on the sample jar, and sign the Acknowledgement of Hair Test Sample.

Submission:

Hair test samples are to be submitted to Maddy Lab with all other CHRB test samples.

Green sheets are to be sent to the Split Sample Custodian.

"Hair" is to be noted/designated on all paperwork and shipping invoices (CHRB-38 or Los Alamitos equivalent), as well as the Green sheet (CHRB-37 or Los Alamitos equivalent).

If the Hair sample has a label number different than the blood and/or urine samples, please note which Hair sample goes with which blood and urine sample pair, when the latter samples are taken contemporaneously.

The Los Alamitos modified Green Sheet form CHRB-37 is to be maintained at Los Alamitos. Do not send it to the CHRB.

Los Alamitos Hair test samples are to be shipped with official CHRB samples in the evidence containers supplied by the Maddy Lab, under the same chain of custody as CHRB official samples.

Note: If such Hair test samples are collected at Los Alamitos by someone other than a CHRB representative, such samples must also be shipped using either the Los Alamitos modified form or CHRB-38. The Lab will need such information to ensure proper billing and reporting.

Lastly, please also note that, scientifically, the contemporaneous collection of split samples is not essential to the accuracy of such Hair testing, as additional hair samples can be collected from the subject horse if an additional split sample test analysis is subsequently warranted.

Exhibit E

2024 Simulcast Wagering Locations

Referenced as item 12 of LARC CHRB application

3rd Party Lasix Administration Agreement

This 3rd Party Lasix Administration Agreement (this "Agreement") is entered into as of Dec. 20 , **2023** (the "Effective Date") by and between Los Alamitos Race Course (LARC), and Pacific Coast Quarter Horse Racing Assoc. (PCQHRA).

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 LARC'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, LARC and PCQHRA to hereby agree as follows:

I. Term. This Agreement shall take effect on **December 20, 2023** and shall continue through **December 24, 2024** (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 LARC (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 LARC. 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 LARC. LARC 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 PCQHRA.

3. Number of Veterinarians and Technicians. LARC shall initially hire one (1) furosemide veterinarian and three (1) furosemide veterinary technicians to administer the race day furosemide. The furosemide veterinary technicians shall report to the furosemide

Veterinarian. If LARC decides, after consultation with the PCQHRA that additional furosemide veterinarians or furosemide veterinary technicians are necessary for the proper and orderly administration of race day furosemide, LARC 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 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.

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. PCQHRA Covenants.

a. The PCQHRA covenants that it will take all steps necessary to ensure that all owners and 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 owner to comply with in order to effectuate the purpose of this Agreement.

6. Miscellaneous.

a. Entire Agreement; 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, 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 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, 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. LARC and PCQHRA 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. The provisions of this Agreement are not intended to be for the benefit of, or enforceable by, any patty other than LARC and PCQHRA. Except for LARC and PCQHRA, 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]

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

LARC

By: Edward Callred

Name: EDWARD C ALLRED

Title: CHAIRMAN

PCQHRA

By:

Name: Dino Perez

Title: Executive Director

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.

Recoverable Signature

X Cathy Monji

Signature

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

Cathy Monji	President	10/31/2023
Print Name	Print Title	Date

Agenda Item 5

STAFF ANALYSIS

DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF LOS ANGELES TURF CLUB AT SANTA ANITA PARK, COMMENCING DECEMBER 20, 2023, AND CONTINUING THROUGH JUNE 18, 2024

Board Meeting
November 16, 2023

Application: Los Angeles Turf Club at Santa Anita Park

Breeds: Thoroughbred

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

December 2023						
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						

January 2024						
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			

February 2024						
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		

March 2024						
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						

April 2024						
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				

May 2024						
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**	

June 2024						
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						

Required Information	Status	Comments	CHRB Rule/Law
Off-Site Auxiliary Stabling	☒ Accepted ☒ Follow-Up Required ☐ Outstanding	Los Alamitos fire clearance valid until 3/22/24. San Luis Rey Downs fire clearance valid until 8/7/24.	Rule 1420(g)
Stabling and Vanning Agreement	☒ Accepted ☐ Follow-Up Required ☐ Outstanding	Southern California Stabling and Vanning Agreement valid through 12/31/27.	BPC 19607.1
Fire Clearance	☒ Accepted ☒ Follow-Up Required ☐ Outstanding	Santa Anita fire clearance valid through 12/10/23. New clearance pending.	Rule 1927
Backstretch Inspection	☒ Accepted ☐ Follow-Up Required ☐ Outstanding	Completed 08/03/23.	Rule 2102
Track Safety Inspection	☒ Accepted ☐ Follow-Up Required ☐ Outstanding	Completed 11/06/23.	Rule 1471(g)
Workers' Compensation Insurance	☒ Accepted ☐ Follow-Up Required ☐ Outstanding	Liberty Mutual — effective 6/30/23, expires 6/30/24.	Rule 1501
Horsemen's Race Meet Agreements	☒ Accepted ☐ Follow-Up Required ☐ Outstanding	**Thoroughbred Owners of California** – Received 11/10/23 **California Thoroughbred Trainers Association** – Received 11/08/23	Rule 2044

CHRB Policies	☒ Accepted ☐ Follow-Up Required ☐ Outstanding	**Inclement Weather Policy** – received 9/22/2023. **Concussion Protocol Policy** – received 9/22/2023. **Track Emergency Procedures** – received 9/22/2023.	
Wagering Information	☒ Accepted ☐ Follow-Up Required ☐ Outstanding	See pages 334, 336–339, 343, 347–348	BPC 19599
Emergency and Security	☒ Accepted ☐ Follow-Up Required ☐ Outstanding	See pages 358–379	BPC 19481.3
Veterinary Services	☒ Accepted ☐ Follow-Up Required ☐ Outstanding	See pages 343–346	Rule 1481 Rule 1840 Rule 1841
ADW Providers and Horsemen's Approvals	☒ Accepted ☐ Follow-Up Required ☐ Outstanding	See pages 348–350	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	Rule 1439 Rule 1470 Rule 2046 Rule 1481 BPC 19490 Rule 1433 Rule 1437

RECOMMENDATION: Staff recommends approval; application satisfactorily meets requirements for licensure.

SANTA ANITA PARK

October 16, 2023

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 Los Angeles Turf Club, Incorporated's ("LATC") 2023-2024 Winter/Spring Race Meet Application:

1. TOC Agreement – LATC is working with the TOC on an agreement. LATC does not currently anticipate any issues. It is expected that the agreement with TOC will be finalized prior to the November Board meeting. LATC will inform CHRB staff in the event any unforeseen issues are encountered.

2. CTT Agreement – LATC is working with the CTT on an agreement. LATC does not currently anticipate any issues. It is expected that the agreement with CTT will be finalized prior to the November Board meeting. LATC will inform CHRB staff in the event any unforeseen issues are encountered.

Please let me know if you have any questions.

Sincerely,

Eric Sindler

Eric Sindler

SANTA ANITA PARK

September 18, 2023

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 Los Angeles Turf Club, Incorporated will operate its race meet in accordance with the inclement weather policy posted on the California Horse Racing Board's website.

Sincerely,

Nate Newby

SANTA ANITA PARK

September 18, 2023

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 Los Angeles Turf Club, Incorporated will operate its race meet in accordance with the jockey concussion protocols posted on the California Horse Racing Board's website.

Sincerely,

Nate Newby

SANTA ANITA PARK

September 18, 2023

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

Re: Track Veterinarian Emergency Procedures

Dear Mr. Chaney,

Please accept this letter as confirmation that Los Angeles Turf Club, Incorporated will operate its race meet in accordance with the Track Veterinarian Emergency Procedures posted on the California Horse Racing Board's website.

Sincerely,

Nate Newby

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: Los Angeles Turf Club, Incorporated, 285 W. Huntington Drive, Arcadia, CA 91007 T: 626-574-7223 F: 626-446-9565 E: eric.sindler@stronachgroup.com

B. Breed of horse: Thoroughbred ☒ Quarter Horse ☐ Harness ☐

C. Racetrack name: Santa Anita Park

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

E. Was the association licensed to operate a race meeting prior to January 1, 2001?
Yes ☒ No ☐
If no, attach a surety bond in the amount of one hundred thousand dollars.

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

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

2. DATES OF RACE MEETING

A. Inclusive dates allocated for the entire meeting: 12/20/23 - 6/18/24

B. Actual dates racing will be held: December 26, 29, 30, 31 (4 days); January 1, 5, 6, 7, 12, 13, 14, 15, 19, 20, 21, 26, 27, 28, (14 days); February 2, 3, 4, 9, 10, 11, 16, 17, 18, 19, 23, 24, 25 (13 days); March 1, 2, 3, 8, 9, 10, 15, 16, 17, 22, 23, 24, 29, 30, 31 (15 days); April 5, 6, 7, 19, 20, 21, 26, 27, 28 (9 days); May 3, 4, 5, 10, 11, 12, 17, 18, 19, 24, 25, 26, 27, 31 (14 days); June 1, 2, 7, 8, 9, 13, 14, 15, 16 (9 days)

C. Total number of days or nights of racing: 78

D. Days or nights of the week races will be held:
Wednesday – Sunday ☐ Tuesday – Saturday ☐ Other (specify) ☒

CHRB CERTIFICATION

Application received: 9/22/23 **Hearing date:** 11/16/23
Deposit received: Yes **Approved date:**
Reviewed: RP **License number:**

Exhibit 2.D

Racing scheduled Friday through Sunday weekly.

Exceptions:	Racing	Tuesday, December 26, 2023
		Monday, January 1, 2024
		Monday, January 15, 2024
		Monday, February 19, 2024
		Monday, May 27, 2024
		Thursday, June 13, 2024
	Non-Racing	Friday, April 12, 2024
		Saturday, April 13, 2024
		Sunday, April 14, 2024

E. Number of days or nights of racing per week: 3

3. RACING PROGRAM

A. Total number of races: 559 -886

B. Number of races for each day or night: 7-10 races weekdays / 8-12 races opening day, weekends, holidays, and closing week.

C. Total number of stakes races: 90

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).

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.

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. See Exhibit 3.F

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

4. RACING ASSOCIATION

A. Association is a: ☒ Corporation (complete subsection C)
☐ LLC (complete subsection D)
☐ Other (specify, and complete subsection E)

B. Complete the applicable subsection and attached Addendum, Background Information and Ownership.

C. CORPORATION

1. Registered name of the corporation: Los Angeles Turf Club, Incorporated

Date	Race Name	Grade	23/24 Purse	22/23 Purse	Age	Sex	Distance	Surface	Notes
Tuesday, December 26	Malibu	1	$300,000	$300,000	3	Open	7F	Dirt	**Opening Day**
	La Brea	1	$300,000	$300,000	3	Fillies	7F	Dirt	
	American Oaks	1	$300,000	$300,000	3	Fillies	10F	Turf	
	Mathis Mile	2	$200,000	$200,000	3	Open	8F	Turf	
	San Antonio	2	$200,000	$200,000	3 & Up	Open	8.5F	Dirt	
	San Gabriel	2	$200,000	$200,000	3 & Up	Open	9F	Turf	
Friday, December 29	Eddie Logan	(L)	$100,000	$100,000	2	Open	8F	Turf	
	Blue Norther	(L)	$100,000	$100,000	2	Fillies	8F	Turf	
Saturday, December 30	Joe Hernandez	2	$250,000	$250,000	3 & Up	Open	*6.5F	Turf (H)	
	Robert J. Frankel	3	$100,000	$100,000	3 & Up	F/M	9F	Turf	
Sunday, December 31	Lady Of Shamrock	(L)	$100,000	$100,000	3	Fillies	8F	Turf	**New Year's Eve**
Monday, January 1	Las Flores	3	$100,000	$100,000	3 & Up	F/M	6F	Dirt	**New Year's Day**
Saturday, January 6	San Vicente	2	$200,000	$200,000	3	Open	7F	Dirt	
	Sham (not to be run)	3	$0	$100,000	3	Open	8F	Dirt	
Sunday, January 7	Santa Ynez	3	$100,000	$200,000	3	Fillies	7F	Dirt	
Saturday, January 13	California Cup Derby	CA	$200,000	$200,000	3	Open	8.5F	Dirt	
	California Cup Oaks	CA	$200,000	$200,000	3	Fillies	8F	Turf	
	Don Valpredo California Cup Sprint	CA	$150,000	$150,000	4 & Up	Open	6F	Dirt	
	Unusual Heat Turf Classic	CA	$200,000	$200,000	4 & Up	Open	9F	Turf	
	Sunshine Millions Filly & Mare Turf Sprint	CA	$150,000	$150,000	4 & Up	F/M	*6.5F	Turf (H)	
Sunday, January 14	Las Cienegas	3	$100,000	$100,000	4 & Up	F/M	*6.5F	Turf (H)	
Monday, January 15	**(NO STAKES)**								**MLK Jr Day**
Saturday, January 20	La Canada	3	$100,000	$200,000	4 & Up	F/M	8.5F	Dirt	
Sunday, January 21	Astra	(L)	$100,000	$100,000	4 & Up	F/M	12F	Turf	
Saturday, January 27	San Pasqual	2	$200,000	$200,000	4 & Up	Open	9F	Dirt	
Sunday, January 28	Clocker's Corner	(R)	$90,000	$100,000	4 & Up	Open	*6.5F	Turf (H)	
Saturday, February 3	Santa Monica	2	$200,000	$200,000	4 & Up	F/M	7F	Dirt	**1/ST Saturday**
	Megahertz	3	$100,000	$100,000	4 & Up	F/M	8F	Turf	
	Robert B Lewis	3	$200,000	$200,000	3	Open	8.5F	Dirt	
	Thunder Road	3	$100,000	$100,000	4 & Up	Open	8F	Turf	

Sunday, February 4		San Marcos		3		$150,000		$200,000		4 & Up		Open		10F		Turf			
		Las Virgenes		3		$100,000		$200,000		3		Fillies		8F		Dirt			
Saturday, February 10		Palos Verdes		3		$100,000		$200,000		4 & Up		Open		6F		Dirt			
Sunday, February 11		Sweet Life		(L)		$100,000		$100,000		3		Fillies		*6.5F		Turf (H)		**Super Bowl**	
Saturday, February 17		Baffle				$90,000		$100,000		3		Open		*6.5F		Turf (H)			
Sunday, February 18		Spring Fever		CA		$100,000		$100,000		4 & Up		F/M		6F		Dirt			
Monday, February 19		Tiznow		CA		$100,000		$100,000		4 & Up		Open		8F		Dirt		**Presidents' Day**	
Saturday, February 24		Santa Ana		3		$100,000		$100,000		4 & Up		F/M		10F		Turf			
Sunday, February 25		Wishing Well		(R)		$90,000		$100,000		4 & Up		F/M		*6.5F		Turf (H)			
Saturday, March 2		Santa Anita Handicap		1		$500,000		$500,000		4 & Up		Open		10F		Dirt		**1/ST Saturday**	
		Frank E. Kilroe Mile		1		$400,000		$500,000		4 & Up		Open		8F		Turf			
		San Felipe		2		$400,000		$400,000		3		Open		8.5F		Dirt			
		Buena Vista		2		$200,000		$200,000		4 & Up		F/M		8F		Turf			
Sunday, March 3		Santa Ysabel		3		$100,000		$100,000		3		Fillies		8.5F		Dirt			
Saturday, March 9		Beholder Mile		1		$400,000		$500,000		4 & Up		F/M		8F		Dirt			
		San Simeon		3		$100,000		$100,000		4 & Up		Open		*6.5F		Turf (H)			
Sunday, March 10		China Doll		(L)		$100,000		$100,000		3		Fillies		8F		Turf			
Saturday, March 16		San Carlos		3		$150,000		$200,000		4 & Up		Open		7F		Dirt			
		Pasadena		(L)		$100,000		$100,000		3		Open		8F		Turf			
Saturday, March 17		Irish O'Brien		CA		$100,000		$100,000		4 & Up		F/M		*6.5F		Turf (H)		**St. Patrick's Day**	
Saturday, March 23		San Luis Rey		3		$100,000		$100,000		4 & Up		Open		12F		Turf			
Sunday, March 24		Sensational Star		CA		$100,000		$100,000		4 & Up		Open		*6.5F		Turf (H)			
Saturday, March 30		Wilshire		3		$100,000		$100,000		4 & Up		F/M		8F		Turf			
Sunday, March 31		American		3		$100,000		$100,000		4 & Up		Open		8F		Turf			
Saturday, April 6		Santa Anita Derby		1		$750,000		$750,000		3		Open		9F		Dirt		**Santa Anita Derby Day**	
		Santa Anita Oaks		2		$300,000		$400,000		3		Fillies		8.5F		Dirt			

		Monrovia		3		$200,000		$200,000		4 & Up		F/M		*6.5F		Turf (H)			
		Echo Eddie		CA		$150,000		$150,000		3		Open		6.5F		Dirt			
		Evening Jewel		CA		$150,000		$150,000		3		Fillies		6.5F		Dirt			
Sunday, April 7		John Shear				$90,000		$100,000		3		Open		*6.5F		Turf (H)			
		Angel's Flight				$90,000		$100,000		3		Fillies		*6.5F		Turf (H)			
Saturday, April 13																		***BREAK***	
Sunday, April 14																		***BREAK***	
Saturday, April 20		Californian		2		$200,000		$200,000		4 & Up		Open		9F		Dirt			
		Providencia		3		$100,000		$100,000		3		Fillies		9F		Turf			
Sunday, April 21		Santa Maria		2		$200,000		$200,000		4 & Up		F/M		8.5F		Dirt			
		Siren Lure				$90,000		$100,000		4 & Up		Open		*6.5F		Turf (H)			
Saturday, April 27		Royal Heroine		2		$200,000		$200,000		4 & Up		F/M		8F		Turf			
		Kona Gold		3		$100,000		$100,000		4 & Up		Open		6.5F		Dirt			
Sunday, April 28		Singletary				$90,000		$100,000		3		Open		8F		Turf			
Saturday, May 4		Charles Whittingham		2		$200,000		$200,000		4 & Up		Open		10F		Turf		**Kentucky Derby**	
Sunday, May 5		Senorita		3		$100,000		$100,000		3		Fillies		*6.5F		Turf			
Saturday, May 11		Santa Barabara		(L)		$100,000		$100,000		4 & Up		F/M		12F		Turf			
Sunday, May 12		Lazaro Barrera		L		$100,000		$100,000		3		Open		7F		Dirt		**Mother's Day**	
Saturday, May 18		Mizdirection		(L)		$100,000		$100,000		4 & Up		F/M		*6.5F		Turf (H)		**Preakness**	
Sunday, May 19		Desert Code				$90,000		$100,000		3		Open		*6.5F		Turf (H)			
Saturday, May 25		Snow Chief		CA		$100,000		$150,000		3		Open		9F		Turf			
		Melair		CA		$100,000		$150,000		3		Fillies		8.5F		Dirt			
		Thor's Echo		CA		$100,000		$100,000		3 & Up		Open		6F		Dirt			
		Crystal Water		CA		$100,000		$100,000		3 & Up		Open		8F		Turf			
		Fran's Valentine		CA		$100,000		$100,000		3 & Up		F/M		8F		Turf			
Sunday, May 26		Santa Margarita		2		$200,000		$200,000		3 & Up		F/M		9F		Dirt			
		Daytona		3		$100,000		$100,000		4 & Up		Open		*6.5F		Turf (H)			
Monday, May 27		Shoemaker Mile		1		$400,000		$500,000		3 & Up		Open		8F		Turf		**Memorial Day**	
		Hollywood Gold Cup		1		$400,000		$400,000		3 & Up		Open		10F		Dirt			
		Gamely		1		$400,000		$400,000		3 & Up		F/M		9F		Turf			

Saturday, June 1		Triple Bend		3		$200,000		$200,000		4 & Up		Open		7F		Dirt		
		Honeymoon		3		$100,000		$100,000		3		Fillies		9F		Turf		
Sunday, June 2		Desert Stormer		3		$100,000		$100,000		4 & Up		F/M		6F		Dirt		
Saturday, June 8		Summertime Oaks		2		$200,000		$200,000		3		Fillies		8.5F		Dirt		**Belmont Stakes**
Sunday, June 9		Affirmed		(L)		$100,000		$100,000		3		Open		8.5F		Dirt		
Saturday, June 15		Possibly Perfect		(L)		$100,000		$100,000		3 & Up		F/M		10F		Turf		
		Fasig Tipton Futurity (not to be run)				$0		$100,000		2		Open		5F		Dirt		
		Fasig Tipton Debutante (not to be run)				$0		$100,000		2		Fillies		5F		Dirt		
Sunday, June 16		San Juan Capistrano		3		$100,000		$100,000		3 & Up		Open		*14F		Turf		**Closing Day/Father's Day**
		Cinema				$90,000		$100,000		3		Open		9F		Turf		
Totals:		**90 Stakes**				**$14,910,000**		**$16,300,000**										

Date	Race Name	Grade	Purse	Age	Sex	Distance	Surface	Days Between
12/26/2023	San Antonio	2	$200,000	3 & Up	Open	8.5F	Dirt	
1/27/2024	San Pasqual	2	$200,000	4 & Up	Open	9F	Dirt	32
3/2/2024	Santa Anita Handicap	1	$500,000	4 & Up	Open	10F	Dirt	35
4/20/2024	Californian	2	$200,000	4 & Up	Open	9F	Dirt	49
5/27/2024	Hollywood Gold Cup	1	$400,000	3 & Up	Open	10F	Dirt	37
2/10/2024	Palos Verdes	3	$200,000	4 & Up	Open	6F	Dirt	
3/16/2024	San Carlos	2	$200,000	4 & Up	Open	7F	Dirt	35
4/27/2024	Kona Gold	3	$100,000	4 & Up	Open	6.5F	Dirt	42
6/1/2024	Triple Bend	2	$200,000	4 & Up	Open	7F	Dirt	35

Date	Race Name	Grade	Purse	Age	Sex	Distance	Surface	Days Between	
2/3/2024	Thunder Road	3	$100,000	4 & Up	Open	8F	Turf		
3/2/2024	Frank E. Kilroe Mile	1	$500,000	4 & Up	Open	8F	Turf	28	
3/31/2024	American	3	$100,000	4 & Up	Open	8F	Turf	29	
5/27/2024	Shoemaker Mile	1	$500,000	3 & Up	Open	8F	Turf	57	SF Mile 4/27?
12/26/2023	San Gabriel	2	$200,000	3 & Up	Open	9F	Turf		
2/4/2024	San Marcos	2	$200,000	4 & Up	Open	10F	Turf	40	
3/23/2024	San Luis Rey	3	$100,000	4 & Up	Open	12F	Turf	48	
5/4/2024	Charles Whittingham	2	$200,000	4 & Up	Open	10F	Turf	42	
6/16/2024	San Juan Capistrano	3	$100,000	3 & Up	Open	14F	Turf	43	
12/30/2023	Joe Hernandez	2	$250,000	3 & Up	Open	*6.5F	Turf (H)		
1/28/2024	Clocker's Corner	(R)	$100,000	4 & Up	Open	*6.5F	Turf (H)	29	
3/9/2024	San Simeon	3	$100,000	4 & Up	Open	*6.5F	Turf (H)	41	
4/21/2024	Siren Lure		$100,000	4 & Up	Open	*6.5F	Turf (H)	43	
5/26/2024	Daytona	3	$100,000	4 & Up	Open	*6.5F	Turf (H)	35	

Date	Race Name	Grade	Purse	Age	Sex	Distance	Surface	Days Between
1/20/2024	La Canada	3	$200,000	4 & Up	F/M	8.5F	Dirt	
3/9/2024	Beholder Mile	1	$500,000	4 & Up	F/M	8F	Dirt	49
4/21/2024	Santa Maria	2	$200,000	4 & Up	F/M	8.5F	Dirt	43
5/26/2024	Santa Margarita	2	$200,000	3 & Up	F/M	9F	Dirt	35
1/1/2024	Las Flores	3	$100,000	3 & Up	F/M	6F	Dirt	
2/3/2024	Santa Monica	2	$200,000	4 & Up	F/M	7F	Dirt	33
6/2/2024	Desert Stormer	3	$100,000	4 & Up	F/M	6F	Dirt	120

Date	Race Name	Grade	Purse	Age	Sex	Distance	Surface	Days Between
12/30/2023	Robert J. Frankel	3	$100,000	3 & Up	F/M	9F	Turf	
2/3/2024	Megahertz	3	$100,000	4 & Up	F/M	8F	Turf	35
3/2/2024	Buena Vista	2	$200,000	4 & Up	F/M	8F	Turf	28
3/30/2024	Wilshire	3	$100,000	4 & Up	F/M	8F	Turf	28
4/27/2024	Royal Heroine	2	$200,000	4 & Up	F/M	8F	Turf	28
5/27/2024	Gamely	1	$400,000	3 & Up	F/M	9F	Turf	30
1/21/2024	Astra	(L)	$100,000	4 & Up	F/M	12F	Turf	
2/24/2024	Santa Ana	3	$100,000	4 & Up	F/M	10F	Turf	34
5/11/2024	Santa Barbara	3	$100,000	4 & Up	F/M	12F	Turf	77
6/15/2024	Possibly Perfect	(L)	$100,000	3 & Up	F/M	10F	Turf	35
1/14/2024	Las Cienegas	3	$100,000	4 & Up	F/M	*6.5F	Turf (H)	
2/25/2024	Wishing Well	(R)	$100,000	4 & Up	F/M	*6.5F	Turf (H)	42
4/6/2024	Monrovia	2	$200,000	4 & Up	F/M	*6.5F	Turf (H)	41
5/18/2024	Mizdirection	(L)	$100,000	4 & Up	F/M	*6.5F	Turf (H)	42

Date	Race Name	Grade	Purse	Age	Sex	Distance	Surface	Days Between
1/6/2024	Sham	3	$100,000	3	Open	8F	Dirt	
2/3/2024	Robert B Lewis	3	$200,000	3	Open	8.5F	Dirt	28
3/2/2024	San Felipe	2	$400,000	3	Open	8.5F	Dirt	28
4/6/2024	Santa Anita Derby	1	$750,000	3	Open	9F	Dirt	35
6/9/2024	Affirmed	3	$100,000	3	Open	8.5F	Dirt	64
1/28/2024	San Vicente	2	$200,000	3	Open	7F	Dirt	
5/12/2024	Lazaro Barrera	(L)	$100,000	3	Open	7F	Dirt	105
3/16/2024	Pasadena	(L)	$100,000	3	Open	8F	Turf	
4/28/2024	Singletary		$100,000	3	Open	9F	Turf	43
6/16/2024	Cinema		$100,000	3	Open	10F	Turf	49
2/17/2024	Baffle	(L)	$100,000	3	Open	*6.5F	Turf (H)	
4/7/2024	John Shear		$100,000	3	Open	*6.5F	Turf (H)	50
5/19/2024	Desert Code	(L)	$100,000	3	Open	*6.5F	Turf (H)	42
12/26/2023	Malibu	1	$300,000	3	Open	7F	Dirt	
12/26/2023	Mathis Mile	2	$200,000	3	Open	8F	Turf	

Date	Race Name	Grade	Purse	Age	Sex	Distance	Surface	Days Between
1/7/2024	Santa Ynez	2	$200,000	3	Fillies	7F	Dirt	
2/4/2024	Las Virgenes	3	$200,000	3	Fillies	8F	Dirt	28
3/3/2024	Santa Ysabel	3	$100,000	3	Fillies	8.5F	Dirt	28
4/6/2024	Santa Anita Oaks	2	$400,000	3	Fillies	8.5F	Dirt	34
6/8/2024	Summertime Oaks	2	$200,000	3	Fillies	8.5F	Dirt	63
3/10/2024	China Doll	(L)	$100,000	3	Fillies	8F	Turf	
4/20/2024	Providencia	3	$100,000	3	Fillies	9F	Turf	41
6/1/2024	Honeymoon	3	$100,000	3	Fillies	9F	Turf	42
2/11/2024	Sweet Life	3	$100,000	3	Fillies	*6.5F	Turf (H)	
3/30/2024	Angel's Flight		$100,000	3	Fillies	*6.5F	Turf (H)	49
5/5/2024	Senorita	3	$100,000	3	Fillies	*6.5F	Turf	35
12/26/2023	La Brea	1	$300,000	3	Fillies	7F	Dirt	
12/26/2023	American Oaks	1	$300,000	3	Fillies	10F	Turf	
12/31/2023	Lady Of Shamrock	(L)	$100,000	3	Fillies	8F	Turf	

Date	Race Name	Grade	Purse	Age	Sex	Distance	Surface
1/13/2024	California Cup Derby	CA	$200,000	3	Open	8.5F	Dirt
1/13/2024	California Cup Oaks	CA	$200,000	3	Fillies	8F	Turf
1/13/2024	Don Valpredo California Cup Sprint	CA	$150,000	3	Open	6F	Dirt
1/13/2024	Unusual Heat Turf Classic	CA	$200,000	4 & Up	Open	9F	Turf
1/13/2024	Sunshine Millions Filly & Mare Turf Sprint	CA	$150,000	4 & Up	F/M	*6.5F	Turf (H)
2/18/2024	Spring Fever	CA	$100,000	4 & Up	F/M	6F	Dirt
2/19/2024	Tiznow	CA	$100,000	4 & Up	Open	8F	Dirt
3/17/2023	Irish O'Brien	CA	$100,000	4 & Up	F/M	*6.5F	Turf (H)
3/24/2024	Sensational Star	CA	$100,000	4 & Up	Open	*6.5F	Turf (H)
4/6/2024	Echo Eddie	CA	$150,000	3	Open	6.5F	Dirt
4/6/2024	Evening Jewel	CA	$150,000	3	Fillies	6.5F	Dirt
5/25/2024	Snow Chief	CA	$150,000	3	Open	9F	Turf
5/25/2024	Melair	CA	$150,000	3	Fillies	8.5F	Dirt
5/24/2024	Thor's Echo	CA	$100,000	3 & Up	Open	6F	Dirt
5/25/2024	Crystal Water	CA	$100,000	3 & Up	Open	8F	Turf
5/25/2024	Fran's Valentine	CA	$100,000	3 & Up	F/M	8F	Turf

Date	Race Name	Grade	Purse	Age	Sex	Distance	Surface	
12/29/2023	Eddie Logan	(L)	$100,000	2	Open	8F	Turf	
12/29/2023	Blue Norther		$100,000	2	Fillies	8F	Turf	
6/17/2023	Fasig Tipton Futurity		$100,000	2	Open	5F	Dirt	**(REMOVED)**
6/17/2023	Fasig Tipton Debutante		$100,000	2	Fillies	5F	Dirt	**(REMOVED)**

Date	Race Name	Grade	22/23 Purse	21/22 Purse	Age	Sex	Distance	Surface	Notes
Monday, December 26	Malibu	1	$300,000	$300,000	3	Open	7F	Dirt	**Opening Day**
	La Brea	1	$300,000	$300,000	3	Fillies	7F	Dirt	
	American Oaks	1	$300,000	$300,000	3	Fillies	10F	Turf	
	Mathis Mile	2	$200,000	$200,000	3	Open	8F	Turf	
	San Antonio	2	$200,000	$200,000	3 & Up	Open	8.5F	Dirt	
	San Gabriel	2	$200,000	$200,000	3 & Up	Open	9F	Turf	
Tuesday, December 27	Eddie Logan	(L)	$100,000	$100,000	2	Open	8F	Turf	
	Blue Norther		$100,000	$100,000	2	Fillies	8F	Turf	
Saturday, December 31	Joe Hernandez	2	$250,000	$250,000	3 & Up	Open	*6.5F	Turf (H)	**New Year's Eve**
	Robert J. Frankel	3	$100,000	$100,000	3 & Up	F/M	9F	Turf	
	Las Flores	3	$100,000	$100,000	3 & Up	F/M	6F	Dirt	Moved (3/13/22), Age Change (4 & Up to 3 & Up)
Sunday, January 1	Santa Ynez	2	$200,000	$200,000	3	Fillies	7F	Dirt	**New Year's Day**
	Las Cienegas	3	$100,000	$100,000	4 & Up	F/M	*6.5F	Turf (H)	
Saturday, January 7	California Cup Derby	CA	$200,000	$200,000	3	Open	8.5F	Dirt	
	California Cup Oaks	CA	$200,000	$200,000	3	Fillies	8F	Turf	
	Don Valpredo California Cup Sprint	CA	$150,000	$150,000	3	Open	6F	Dirt	
	Unusual Heat Turf Classic	CA	$200,000	$200,000	4 & Up	Open	9F	Turf	
	Sunshine Millions Filly & Mare Turf Sprint	CA	$150,000	$150,000	4 & Up	F/M	*6.5F	Turf (H)	
Sunday, January 8	Sham	3	$100,000	$100,000	3	Open	8F	Dirt	
Monday, January 9	**(NO LIVE RACING)**								**CFB National Championship @ SoFi**
Saturday, January 14	La Canada	3	$200,000	$200,000	4 & Up	F/M	8.5F	Dirt	
Sunday, January 15	**(NO STAKES)**								
Monday, January 16	**(NO STAKES)**								**MLK Jr Day**
Saturday, January 21	Astra	(L)	$100,000	$125,000	4 & Up	F/M	12F	Turf	
Sunday, January 22	**(NO STAKES)**								
Saturday, January 28	San Pasqual	2	$200,000	$200,000	4 & Up	Open	9F	Dirt	
	Las Virgenes	3	$200,000	$200,000	3	Fillies	8F	Dirt	
Sunday, January 29	San Vicente	2	$200,000	$200,000	3	Open	7F	Dirt	
	Clocker's Corner	(R)	$100,000	$70,000	4 & Up	Open	*6.5F	Turf (H)	Distance change (6F to 6 1/2 Hillside Course)
Saturday, February 4	Santa Monica	2	$200,000	$200,000	4 & Up	F/M	7F	Dirt	**1/ST Saturday**
	Megahertz	3	$100,000	$100,000	4 & Up	F/M	8F	Turf	
	Robert B Lewis	3	$200,000	$200,000	3	Open	8.5F	Dirt	
	Thunder Road	3	$100,000	$100,000	4 & Up	Open	8F	Turf	
Sunday, February 5	San Marcos	2	$200,000	$225,000	4 & Up	Open	10F	Turf	
	Palos Verdes	3	$200,000	$200,000	4 & Up	Open	6F	Dirt	
Saturday, February 11	Sweet Life	3	$100,000	$100,000	3	Fillies	*6.5F	Turf (H)	
Sunday, February 12	Lady Of Shamrock		$100,000	$75,000	3	Fillies	8F	Turf	**Super Bowl**
Saturday, February 18	Wishing Well	(R)	$100,000	$75,000	4 & Up	F/M	*6.5F	Turf (H)	

Sunday, February 19	Spring Fever	CA	$100,000	$100,000	4 & Up	F/M	6F	Dirt	
Monday, February 20	Tiznow	CA	$100,000	$100,000	4 & Up	Open	8F	Dirt	**Presidents' Day**
Saturday, February 25	Santa Ysabel	3	$100,000	$100,000	3	Fillies	8.5F	Dirt	
Sunday, February 26	Baffle	(L)	$100,000	$75,000	3	Open	*6.5F	Turf (H)	Moved to Hillside Course
Saturday, March 4	Santa Anita Handicap	1	$500,000	$650,000	4 & Up	Open	10F	Dirt	**1/ST Saturday**
	Frank E. Kilroe Mile	1	$500,000	$500,000	4 & Up	Open	8F	Turf	
	San Felipe	2	$400,000	$400,000	3	Open	8.5F	Dirt	
	Buena Vista	2	$200,000	$200,000	4 & Up	F/M	8F	Turf	
Sunday, March 5	San Simeon	3	$100,000	$100,000	4 & Up	Open	*6.5F	Turf (H)	
Saturday, March 11	Beholder Mile	1	$500,000	$500,000	4 & Up	F/M	8F	Dirt	
	San Carlos	2	$200,000	$200,000	4 & Up	Open	7F	Dirt	
Sunday, March 12	Santa Ana	3	$100,000	$125,000	4 & Up	F/M	10F	Turf	
Friday, March 17	Irish O'Brien	CA	$100,000	$100,000	4 & Up	F/M	*6.5F	Turf (H)	**St. Patrick's Day**
Saturday, March 18	China Doll	(L)	$100,000	$100,000	3	Fillies	8F	Turf	
Sunday, March 19	Sensational Star	CA	$100,000	$100,000	4 & Up	Open	*6.5F	Turf (H)	
Saturday, March 25	Desert Stormer	3	$100,000	$100,000	4 & Up	F/M	6F	Dirt	Moved (6/4/22), Age Change (3 & Up to 4 & Up)
Sunday, March 26	Angel's Flight		$100,000	$75,000	3	Fillies	*6.5F	Turf (H)	Moved (5/8/22), Distance Change (7 to 6.5) Surface Change (Dirt to Turf, Hillside Course)
Saturday, April 1	Royal Heroine	2	$200,000	$200,000	4 & Up	F/M	8F	Turf	
	Santa Anita Oaks	2	$400,000	$400,000	3	Fillies	8.5F	Dirt	
Sunday, April 2	American	3	$100,000	$100,000	4 & Up	Open	8F	Turf	Moved (6/19/22)
	Pasadena	(L)	$100,000	$100,000	3	Open	8F	Turf	Moved (2/19/22)
Saturday, April 8	Santa Anita Derby	1	$750,000	$750,000	3	Open	9F	Dirt	**Santa Anita Derby Day**
	Charles Whittingham	2	$200,000	$225,000	4 & Up	Open	10F	Turf	
	Monrovia	2	$200,000	$200,000	4 & Up	F/M	*6.5F	Turf (H)	
	Echo Eddie	CA	$150,000	$150,000	3	Open	6.5F	Dirt	
	Evening Jewel	CA	$150,000	$150,000	3	Fillies	6.5F	Dirt	
Sunday, April 9	John Shear		$100,000	$75,000	3	Open	*6.5F	Turf (H)	**Easter**, Age Change (4 & Up to 3YO), Distance Change (8 to 6.5), Surface Change (Dirt to Hillside Course)
Saturday, April 15									***BREAK***
Sunday, April 16									***BREAK***
Saturday, April 22	Californian	2	$200,000	$200,000	4 & Up	Open	9F	Dirt	
	Kona Gold	3	$100,000	$100,000	4 & Up	Open	6.5F	Dirt	
Sunday, April 23	Siren Lure		$100,000	$75,000	4 & Up	Open	*6.5F	Turf (H)	Moved to Hillside Course
Saturday, April 29	Santa Maria	2	$200,000	$200,000	4 & Up	F/M	8.5F	Dirt	Moved (6/18/22)
	Providencia	3	$100,000	$100,000	3	Fillies	9F	Turf	
Sunday, April 30	Wilshire	3	$100,000	$100,000	4 & Up	F/M	8F	Turf	
	Santa Barabara	3	$100,000	$125,000	4 & Up	F/M	12F	Turf	

Saturday, May 6	Senorita	3	$100,000	$100,000	3	Fillies	*6.5F	Turf	**Kentucky Derby**, Distance Change (8 to 6.5 Hillside Course)
	Lazaro Barrera	3	$100,000	$100,000	3	Open	7F	Dirt	Distance Change (6.5 to 7)
Sunday, May 7	Singletary		$100,000	$100,000	3	Open	9F	Turf	Moved (4/2/22), Distance Change (8 to 9)
Saturday, May 13	San Luis Rey	3	$100,000	$125,000	4 & Up	Open	12F	Turf	Moved (3/12/22)
Sunday, May 14	**(NO STAKES)**								**Mother's Day**
Saturday, May 20	Mizdirection	(L)	$100,000	$75,000	4 & Up	F/M	*6.5F	Turf (H)	**Preakness ??**
Sunday, May 21	Desert Code	(L)	$100,000	$75,000	3	Open	*6.5F	Turf (H)	Moved to Hillside Course
Saturday, May 27	Triple Bend	2	$200,000	$200,000	4 & Up	Open	7F	Dirt	
	Daytona	3	$100,000	$100,000	4 & Up	Open	*6.5F	Turf (H)	
Sunday, May 28	Snow Chief	CA	$150,000	$150,000	3	Open	9F	Turf	
	Melair	CA	$150,000	$150,000	3	Fillies	8.5F	Dirt	
	Thor's Echo	CA	$100,000	$100,000	3 & Up	Open	6F	Dirt	
	Crystal Water	CA	$100,000	$100,000	3 & Up	Open	8F	Turf	
	Fran's Valentine	CA	$100,000	$100,000	3 & Up	F/M	8F	Turf	
Monday, May 29	Shoemaker Mile	1	$500,000	$500,000	3 & Up	Open	8F	Turf	
	Hollywood Gold Cup	1	$400,000	$400,000	3 & Up	Open	10F	Dirt	
	Gamely	1	$400,000	$400,000	3 & Up	F/M	9F	Turf	
Saturday, June 3	Summertime Oaks	2	$200,000	$200,000	3	Fillies	8.5F	Dirt	
Sunday, June 4	Affirmed	3	$100,000	$100,000	3	Open	8.5F	Dirt	
Saturday, June 10	Santa Margarita	2	$200,000	$200,000	3 & Up	F/M	9F	Dirt	**Belmont Stakes**, Moved (4/30/22)
	Honeymoon	3	$100,000	$100,000	3	Fillies	9F	Turf	
Sunday, June 11	Cinema		$100,000	$100,000	3	Open	10F	Turf	Distance Change (9 to 10)
Saturday, June 17	Fasig Tipton Futurity		$100,000	$100,000	2	Open	5F	Dirt	
	Fasig Tipton Debutante		$100,000	$100,000	2	Fillies	5F	Dirt	
Sunday, June 18	San Juan Capistrano	3	$100,000	$125,000	3 & Up	Open	*14F	Turf	**Closing Day/Father's Day**
	Possibly Perfect	(L)	$100,000	$100,000	3 & Up	F/M	10F	Turf	
Totals:	**93 Stakes**		**$16,300,000**	**$16,395,000**					
	Removed Kalookan Queen Stakes ($75,000)			$16,470,000					

EXHIBIT 3.F

	Weekdays	Weekends &Holidays	Daily**
Race 1	1:00 PM	12:30 PM	1:00 PM
Race 2	1:30 PM	1:00 PM	1:30 PM
Race 3	2:00 PM	1:30 PM	2:00 PM
Race 4	2:30 PM	2:00 PM	2:30 PM
Race 5	3:00 PM	2:30 PM	3:00 PM
Race 6	3:30 PM	3:00 PM	3:30 PM
Race 7	4:00 PM	3:30 PM	4:00 PM
Race 8	4:30 PM	4:00 PM	4:30 PM
Race 9	*5:00 PM	4:30 PM	*5:00 PM
Race 10	*5:30 PM	*5:00 PM	*5:30 PM
Race 11	*6:00 PM	*5:30 PM	*6:00 PM
Race 12	*6:30 PM	*6:00 PM	*6:30 PM
Race 13	*7:00 PM	*6:30 PM	*7:00 PM
Race 14	*7:30 PM	*7:00 PM	*7:30 PM

(*) When applicable

Exceptions:

12:00 PM	Opening Day	Tuesday, December 26, 2023
12:30 PM	New Year's Day	Monday, January 1, 2024
12:00 PM	Cal Cup	Saturday, January 6, 2024
11:00 AM	Super Bowl Sunday	Sunday, February 11, 2024
12:00 PM	Santa Anita Handicap	Saturday, March 2, 2024
12:00 PM	Santa Anita Derby	Saturday, April 6, 2024
11:00 AM	Kentucky Derby Day	Saturday, May 4, 2024***
11:00 AM	Preakness Day	Saturday, May 18, 2024***
11:00 AM	Belmont Stakes Day	Saturday, June 8, 2024***

** Beginning between Sunday, March 10, 2024 and Sunday, April 28, 2024.

*** Post time subject to change with reasonable advance notice to the board.

2. State where incorporated: California
3. Registry or file number for the corporation: 481360
4. Names of all officers and directors, titles, and the number of shares of the corporation held by each: See Exhibit 4.C.4
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: Laura Proniuk, Share Register in Toronto, Canada 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.
   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: Not applicable
11. State where incorporated: Not applicable
12. Registry or file number for the corporation: Not applicable
13. Names of all officers and directors, titles, and the number of shares of the corporation held by each: Not applicable
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: Not applicable
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: Not applicable

D. LLC

1. Registered name of the LLC:
2. State where articles of organization are filed:
3. Registry or file number for the LLC:
4. Attach a list of the names of all members (including individuals (true names), corporations, other LLCs, and foreign entities), titles, and the number of shares of the LLC held by each.
5. Are the shares listed for public trading? Yes ☐ No ☐
   If yes, on which exchange and how the stock is listed?
6. If more than 50% of the shares are held by a parent corporation or are paired with any other corporation or entity, give the name of the parent and/or paired corporation or entity.

   a. Is parent and/or paired entity either a publicly traded or privately held company that guarantees the obligation of the applicant? Yes ☐ No ☐
      If no, proceed to section F. If yes, answer questions 7 through 12, below.
7. Registered name of the LLC/Corporation:
8. State where articles of organization are filed:
9. Registry or file number for the LLC:

Exhibit 4.C.4

Craig Fravel – President (Officer), 0 Shares
Mike Rogers – Vice President, Operations (Director and Officer), 0 Shares
Rebecca Neimark – CFO (Officer), 0 Shares
TBD – Corporate Secretary (Director and Officer), 0 Shares
Scott Daruty – Senior Vice President (Officer), 0 Shares
Eric Sindler – Assistant Secretary (Officer), 0 Shares

10. Attach a list of the names (true names) of all members (members may include individuals, corporations, other LLCs, and foreign entities), titles, and the number of shares of the LLC held by each.
11. Are the shares listed for public trading? Yes ☐ No ☐
12. If yes, on what exchange and how the stock is listed:

E. OTHER

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

F. FINANCIAL INFORMATION *

1. Attach the most recent audited annual financial statement or financial report for the applicant. The financial statement or financial report shall include all relevant financial information specific to the applicant, including the following:

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

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

G. MANAGEMENT AND STAFF

1. Name and title of the managing officer and or/general manager of the association and the name and title of all department managers and staff, other than those listed in 13B, who will be listed in the official program: See Exhibit 4.G.1
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): Eric Sindler, General Counsel, California Racing Operations / Los Angeles Turf Club, Inc. / 285 W. Huntington Drive, Arcadia, CA 91007 / eric.sindler@stronachgroup.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 ☐

Exhibit 4.G.1

Craig Fravel – President and Executive Vice-Chairman, 1/ST Racing and Gaming
Aidan Butler – Chief Executive Officer, 1/ST Racing and Gaming
Nate Newby – Senior Vice President & General Manager
Scott Daruty – Senior Vice-President
Rebecca Neimark – Chief Financial Officer
Eric Sindler – Assistant Secretary and General Counsel, California Racing Operations

Jason Spetnagel – Vice President of Operations
Amy Zimmerman – Senior Vice President & Executive Producer

Andrew Arthur – Senior Director of Marketing
Mitzuh Carrillo – Health & Safety Manager
Timothy Doonan – Assistant Director of Security
Jason Egan – Director of Racing & Racing Secretary
Eric Gaffney – Executive Director of Sales & Hospitality
Jesse Martinez – Track Supervisor
Dennis Moore – Track Surface Consultant
Robert Moore – Track Superintendent
Don Sanborn – Director of Pari-Mutuels
Stephen Scallon - Director of Security
Jeannine Scott – Senior Human Resources Generalist
Pete Siberell – Director of Community Service and Special Projects
Pamela Walden – Director of VIP and Owner Sales
Mike Willman – Director of Publicity

Jay Cohen – Hornblower
Frank Mirahmadi – Public Address Commentator/Announcer

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; Golden Hour Daily Double; Golden Hour Pick 4.
Proposed percentage: 14; 20; 15; 15 %

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
2022-2023	$964,583,206	481,851
2021-2022	$882,497,422	455,584
2020-2021	$1,046,957,878	135,893
2019-2020	$777,085,053	235,917
2018-2019	$938,557,639	598,531

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

A. Purse distribution:

1. All races other than stakes:
   Current meet estimate: 31,902,000
   Prior meet actual: 29,012,720

   Average Daily Purse (7A1 ÷ number of days):
   Current meet estimate: 409,000
   Prior meet actual: 408,630

2. Overnight stakes:
   Current meet estimate: 810,000
   Prior meet actual: 1,141,000

   Average Daily Purse (7A2 ÷ number of days):
   Current meet estimate: 10,385
   Prior meet actual: 16,070

3. Non-overnight stakes:
   Current meet estimate: 12,408,000

Exhibit 5A

SANTA ANITA PARK

October 30, 2023

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

Dear Mr. Chaney:

Pursuant to California Business and Professions Code Section 19601.1, Los Angeles Turf Club, Incorporated ("LATC"), after consultation with the Thoroughbred Owners of California ("TOC'"), is hereby requesting takeout, as set forth below, to be offered during LATC's 2024 Winter/Spring Meet from December 20, 2023, through June 18, 2024.

- Rolling Doubles wagers subject to a 20% takeout.
- Players Pick-5 on the first five (5) races of the day subject to a 14% takeout.
- Golden Hour Double Play – a late daily double tying the last race at Santa Anita Park and the last race at Golden Gate Fields, subject to a 15% takeout.
- Golden Hour Pick 4 – a wager tying the last two races at Santa Anita Park and the last two races at Golden Gate Fields, subject to a 15% takeout.
- Coast-to-Coast Pick 5 – $1 Pick 5 connecting 5 races from Santa Anita Park and Gulfstream Park, subject to a takeout rate of 15%. The wager will be offered on Saturdays and Sundays from January 6, 2024, through April 7, 2024. Santa Anita will be the host for this wager.

Sincerely,

Nate Newby
Senior Vice President & General Manager

Thoroughbred Owners of California
Serving the California Thoroughbred Racehorse Owner

September 7, 2023

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

RE: Santa Anita 2023-24 Winter-Spring Race Meet – Wager Approvals

Dear Scott,

Los Angeles Turf Club (LATC) has contacted the Thoroughbred Owners of California (TOC) regarding the conducting of the following wagers on each racing day of its winter-spring race meet beginning December 20, 2023 through June 18, 2024.

- **Rolling Doubles** wagers subject to a 20% takeout
- **Players Pick-5** on the first five (5) races of the day subject to a 14% takeout
- **Golden Hour Double** Play a late daily double tying the last race at Santa Anita Park and the last race at Golden Gate Fields, subject to a 15% takeout.
- **Golden Hour Pick 4** - a wager tying the last two races at Santa Anita Park and the last two races at Golden Gate Fields, subject to a 15% takeout.

The TOC agrees to all wagers listed above.

Please contact me with any questions.

Sincerely,

William A. Nader
President & CEO

cc: Eric Sindler
Sherrie Thayer

285 W. HUNTINGTON DR., ARCADIA, CA 91007 (626) 574-6620

PRESIDENT & CEO: BILL NADER
EXECUTIVE DIRECTOR: JORDYN EGAN
DIRECTOR OF RESEARCH & ANALYTICS: JOE HASSON
NORCAL DIRECTOR OF OPERATIONS: WAYNE ATWELL
SOCAL DIRECTOR OF OPERATIONS & MEMBER SERVICES: ELSA PERON

Thoroughbred Owners of California
Serving the California Thoroughbred Racehorse Owner

October 30, 2023

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

RE: Santa Anita (LATC) 2023 Winter Race Meet – Coast to Coast Pick 5

Dear Scott,

Los Angeles Turf Club (LATC) has contacted the Thoroughbred Owners of California (TOC) regarding the conducting of the Coast-to-Coast Pick 5 wager, which is a $1 Pick 5 with a 15% takeout bet connecting 5 races from Gulfstream and Santa Anita. The wager will be offered on Saturdays and Sundays from January 6, 2024 through April 7, 2024. Santa Anita will be the host for this wager.

The TOC agrees to such a wager subject to terms and conditions agreed upon between the parties. Please feel free to contact me with any questions.

Sincerely,

William A. Nader
President & CEO

cc: Eric Sindler
Nate Newby

285 W. HUNTINGTON DR., ARCADIA, CA 91007 (626) 574-6620

PRESIDENT & CEO: WILLIAM A. NADER
EXECUTIVE DIRECTOR: JORDYN EGAN
DIRECTOR OF RESEARCH & ANALYTICS: JOE HASSON
NORCAL DIRECTOR OF OPERATIONS: WAYNE ATWELL
SOCAL DIRECTOR OF OPERATIONS & MEMBER SERVICES: ELSA PERON

Prior meet actual: 13,262,425

Average Daily Purse (7A3 ÷ number of days):
Current meet estimate: 159,077
Prior meet actual: 186,795

4. Total Purses: (7A1 + 7A2 + 7A3)
Current meet estimate: 45,120,000
Prior meet actual: 43,416,145

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: 16.93%
Prior meet actual: 16.59%

Average Daily Purse (7B1 ÷ number of days):
Current meet estimate: .22%
Prior meet actual: .23%

C. Funds to be generated for all California-bred incentive awards (including breeder awards and owners' premiums):
Current meet estimate: 4,516,246
Prior meet actual: 4,110,942

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:
See Exhibit 7.D	
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: 50,634,550
Prior meet actual: 48,435,800

Average Daily Purse (7E ÷ number of days):
Current meet estimate: 649,161
Prior meet actual: 682,194

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: 13,468,401
Prior meet actual: 12,138,315

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

EXHIBIT 7.D

Recognized Horsemen's Organization

Current meet estimate:		Prior meet actual:	
TOC (NTRA)	$ 58,009		$ 52,803
TOC	376,118		342,364
CTT Pension	188,059		171,182
CTT Admin.	376,118		342,364
Total	$ 998,304	Total	$ 908,713

Current meet estimate: 172,672
Prior meet actual: 170,962

G. Purse funds to be generated from interstate handle:
Current meet estimate: 28,490,731
Prior meet actual: 25,677,100

Average Daily Purse (7G ÷ number of days):
Current meet estimate: 365,266
Prior meet actual: 361,649

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 Co., 10722 Arrow Route, Suite 110, Rancho Cucamonga, CA 91730 / craigmiller@verizon.net / 909-944-6465

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

8. STABLE ACCOMMODATIONS

A. Number of usable stalls available for racehorses at the track where the meeting is held: 1950

B. Minimum number of stalls believed necessary for the meeting: 1853

C. Total number of usable stalls to be made available off-site at approved auxiliary stabling areas or approved training centers: 1345

D. Name and location of each off-site auxiliary stabling area and the number of stalls to be maintained at each site: Los Alamitos - 850; SLR Training Center - 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): 1950

G. State estimated cost to provide off-site stalls for this meeting. Show cost per day per stall. $15.53

H. State estimated cost to provide vanning from off-site stalls for this meeting. Show fees to be paid for vanning per-horse. Los Alamitos - $180 RT; SLR Training Center - $360 RT

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:

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

10. PARI-MUTUEL WAGERING PROGRAM

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

Use DD for daily double, E for exacta (special quinella), PK3 for pick three, PK4 for 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 wagering menu which includes bet minimums, 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. Addition of All-Turf Pick 3

Veterinarian's Available for Emergency Services at Santa Anita

Veterinarian	Phone	Practice
Anderson, Elizabeth	626-808-2508	Golden State Equine
Araujo, John	626-893-7612	Solo
Baker, Vince	714-269-1301	Baker
Bergstrom, Tom	951-522-0722	Baker
Birch, Sarah	614-783-1237	Dowd
Blue, Melinda	626-233-9922	Blue
Bohannon, Laurie	916-202-7052	LATC
Bradley, Sam	310-339-7666	Baker
Buerchler, Sabina	626-536-8080	Solo
Byrd, Wade	310-245-7000	Trackside
Canfield, Cathy	626-372-4571	Baker
Carpenter, Ryan	805-320-4811	Baker
Deluhery, Jay	707-339-6347	LATC
Dowd, Joe	818-400-7498	Dowd
Finley, Jenn	626-422-6412	Von Bleucher
Grande, Tim	626-476-8743	LATC/CHRB
Macfoos, Jesse	618-927-0908	Blue/Von Bleucher
Siem, Amy	626-249-5905	Siem
Stead, Dana	970-310-4449	LATC
Valko, Karen	951-317-7935	Steppe Equine
Von Bluecher, Helmuth	626-862-6147	Von Bleucher

Veterinarian's Available for Emergency Services at SLR
(Workout and Training)

Veterinarian	Phone	Practice
Gonzalez, Denise	619-987-4979	LATC
Grant, Barry	760-585-6158	LATC
Manno, Mike	619-871-4541	LATC
Pirrone, Mike	575-312-9684	LATC
Porobouvitch, Lindsey	602-290-0623	Trackside

Veterinarian's Available for Emergency Services at Los Alamitos
(Workout and Training)

Veterinarian	Phone	Practice
Bradley, Sam	714-952-1134	Equine Medical Center

Cervantes, Carlos	714-952-0031	Los Alamitos Equine Hospital
Chaparro, Cecelia	714-527-2341	Equine Sports Medicine
Hardgrove, Nicola	310-617-6727	Dr. Hardgrove
Overly, Larry (Ricky)	714-527-2341	Equine Sports Medicine
Schmidt, Stephanie	714-527-2341	Equine Sports Medicine
Troncatty, Ashley	714-527-2341	Equine Sports Medicine
Yacoub, Anita	714-527-2341	Equine Sports Medicine

Exhibit 9.1

Each practice has veterinarians available during training and racing; most of these have veterinarians available after training and on call for emergencies – the schedule by practice varies and would be difficult to specify.

Drs. Bohannon, Deluhery, Pattio, Perroni, Griffin, and Stead split duties but are always present for training when either the training or main tracks are open (typically 4:45 a.m. to 10:00 a.m. daily). The schedule varies monthly based upon availability and preference of each of the veterinarians. Drs. Bohannon, Deluhery, Perroni, and Stead cover racing – usually one in the chase truck and one in the winner's circle.

Drs. Gonzalez, Perroni, Grant, and Benson will be starting the meet at San Luis Rey and we anticipate that Dr. Gonzalez will return after her leave ends in early January. One or more of them are available at SLR every training day throughout training hours (these change based upon ambient light but range from 6:00 a.m. to 6:30 a.m. until between 10:30 and 11:00 a.m.). Additionally, two private practices cover training hours at SLR.

It is our practice to provide the monthly schedule for each location to the CHRB's Equine Medical Director a week prior to the beginning of the month. There is no specific set schedule for the training veterinarians for the entirety of the meet.

Santa Anita Park Wagering Menu and Information

	W/P/S	Parlay	Exacta	Trifecta	Superfecta	DD	Pick 3	E PNP 4	L PNP 4	Mid PNP 4	E PNP 5	L PNP 5	PNP 6	Pentafecta	Special Late DD	Special Late P4	Special Pick 3	Special Weekend P5
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	*	*	*	*
13	X	*	X	X	X	*								X	*	*		*
14	X		X	X	X									X	*			

*When applicable

Wager	Rule	Takeout	Minimum Wager Amount and other Information
Win/Place/Show	CHRB 1954	15.43%	$2 Win, Place, and Show on all eligible races.
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%	$1 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%	$1 Pick 3.
E PNP4 (Early Pick 4)	CHRB 1976.9	23.68%	$.50 Pick 4 on races 2-5; No consolation; 100% payout; Alternate runner provision.
LPNP4 (Late Pick 4)	CHRB 1976.9	23.68%	$.50 Pick 4 on last four races; No consolation; 100% payout; Alternate runner provision.
Mid PNP4 (Mid Pick 4)	CHRB 1976.9	23.68%	$.50 Pick 4 on: race 4 if a 10 race card, race 5 if 11 race card, race 6 if 12 race card; race 6 if 13 race card, race 7 if 14 race card; No consolation; 100% payout; Alternate runner provision.
Early PNP5 (Early Pick 5)	CHRB 1976.9	14.00%	$.50 Pick 5 on first five races; 100% payout to all tickets selecting five winners; No consolation; 100% carryover to next day's Early Pick 5 if no ticket has five winners; Alternate runner provision.
Late PNP5 (Late Pick 5)	CHRB 1976.9	23.68%	$.50 Pick 5 on last five races; 100% payout to all tickets selecting five winners; No consolation; 100% carryover to next day's Late Pick 5 if no ticket has five winners; Alternate runner provision.
PNP6 (Pick 6)	CHRB 1976.9	23.68%	$1 Pick 6 on the last six races each day. 70% to the major pool and 30% to the minor pool.
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).
Golden Hour Double Play (Special Late DD)	CHRB 1957	15.00%	$5 Daily Double connecting the last race of the day at Santa Anita Park with the last race of the day at Golden Gate Fields. Wager will not be offered if the last race at Golden Gate Fields goes off before the last race at Santa Anita Park.
Golden Hour Pick 4 (Special Late P4)	CHRB 1976.9	15.00%	$1 Pick 4 connecting the last 2 races of the day at Santa Anita Park with the last 2 races of the day at Golden Gate Fields. Wager will not be offered if the second to last race at Golden Gate Fields goes off before the second to last race at Santa Anita Park. 100% payout to all tickets selecting four winners; No consolation; 100% carryover to next Golden Hour Pick 4; Alternate runner provision.
Special Pick 3 (All-Turf P3)	CHRB 1977	23.68%	$3 Pick 3 connecting a total of 3 turf races.
Coast to Coast Pick 5 (Special Weekend P5)	CHRB 1976.9	15.00%	$1 Pick 5 connecting a total of 5 races between Santa Anita Park and Gulfstream Park; 100% payout to all tickets selecting five winners; No consolation; 100% carryover to next Coast to Coast Pick 5; Alternate runner provision. Wager only offered on Saturdays and Sundays from January 6, 2024 through April 7, 2024.

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, June 16, 2024. 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.

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. Each race day from 8:30am to 10:00am

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: Keith Johnson / AmTote International / Extend to 2025

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

	TAKEOUT PERCENTAGE (Example) PNP5-14%
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, Bet America, Watch and Wager.

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

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

NOTICE TO APPLICANT: Pursuant to Business and Professions Code section 19604, ADW providers may accept wagers on races conducted in California from a resident of California if : 1) the ADW provider is licensed by the Board; 2) a written agreement allowing those wagers exists with the racing association or fair conducting the races on which the wagers are made; 3) the agreement shall have been approved in writing by the horsemen’s organization responsible for negotiating purse agreements for the breed on which the wagers are made. ADW providers may accept

September 7, 2023

Mr. Eric Sindler
Santa Anita Racetrack
285 W. Huntington Dr.
Arcadia, CA 91007

RE: Santa Anita (LATC) 2023-24 Winter/Spring Race Meet ADW Approvals

Dear Eric,

Pursuant to the Interstate Horseracing Act and applicable California law, the Thoroughbred Owners of California (TOC) agrees to the use of Los Angeles Turf Club (LATC) 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 LATC, and the Geo-Location Agreement (Exhibit A) between TOC and each ADW provider, LATC 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 LATC and other Thoroughbred races during the 2023-24 Winter-Spring race meeting, December 20, 2023 through June 18, 2024, as follows:

1. **California wagering on LATC races:**
   a. TVG, XpressBet, TwinSpires, and NYRA 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.
   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 Hub 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 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 [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 Hub 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 in conformity with the Market Access Fee provisions of California law (Section 19604 et seq).

3. **Out-of-state wagering on LATC races:**
   a. TVG, XpressBet, TwinSpires and NYRA shall pay a Host 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 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, and Watch and Wager.

Sincerely,

William A. Nader

William A. Nader
President & CEO

cc: Tom Varela, Scott Chaney

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.

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: Exhibit 12.C F

D. Out-of-state wagering systems the association proposes to offer its live audiovisual signal: Exhibit 12.D E

E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the association: Exhibit 12.D E

F. California minisatellite wagering facilities the association proposes to offer its live audiovisual signal: Exhibit 12.C F

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 ~~t~~hat 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
Exhibit 12.G		

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	Full Card

SOUTHERN CALIFORNIA **Exhibit 12.C/F (1/2)**

Cabazon Fantasy Springs Casino
84-245 Indio Springs Dr.
Indio, CA 92201

Surfside Race Place at Del Mar
2260 Jimmy Durante Blvd.
Del Mar, CA 92014

Hollywood Park
3883 W. Century
Inglewood, CA 90303

Sports Pavilion at The Farmer's Fair
18700 Lake Perris Dr.
Perris, CA 92571

Watch & Wager, Antelope Valley Fairgrounds
2551 West Ave. H
Lancaster, CA 93536

Los Alamitos Race Course
4961 Katella Ave
Los Alamitos, CA 90720

Santa Anita Park
285 W. Huntington Dr.
Arcadia, CA 91007

Sports Center at National Orange Show
930 S. Arrowhead Ave.
San Bernardino, CA 92408

Fairplex Park (Finish Line Grill)
2201 W. White Ave.
Pomona, CA 91768

The Derby Club, Seaside Park (Ventura Fair)
10 West Harbor Blvd.
Ventura, CA 93001

Sports Pavilion San Bernardino Co. Fair
14800 7th St.
Victorville, CA 92392

Viejas Casino & Turf Club
5000 Willows Rd.
Alpine, CA 91901

Commerce Casino (mini-satellite)
6131 E. Telegraph Rd.
Commerce, CA 90040

OC Tavern Grill & Sports Bar (mini-satellite)
2369 S. El Camino Real
San Clemente, CA 92672

Sammy's (mini-satellite)
23221 Lake Center Drive
Lake Forest, CA 92630

Santa Clarita Lanes (mini-satellite)
21615 Soledad Canyon Road
Saugus, CA 91350

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

The Derby Room (mini-satellite)
3230 Hamner Ave.
Norco, CA 92860

Firehouse (mini-satellite)
7701 White Ave.
Bakersfield, CA 93313

Lake Elsinore Hotel & Casino (mini-satellite)
20930 Malaga Road
Lake Elsinore, CA 92530

~~Pechanga Casino (mini-satellite)~~
~~4500 Pechanga Pkwy.~~
~~Temecula, CA 92592~~

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

NORTHERN CALIFORNIA Exhibit 12.C/F (1/2)

Big Fresno Fair
1121 Chance Ave.
Fresno, CA 93702

Monterey County Fair
2004 Fairgrounds Rd.
Monterey, CA 93940

Golden Gate Fields
1101 Eastshore Highway
Berkley, CA 94710

~~Fresno Club One~~
~~1033 Van Ness Ave.~~
~~Fresno, CA 93721~~

Alameda County Fair
4501 Pleasanton Ave.
Pleasanton, CA 94566

California State Fair & Exposition
1600 Exposition Blvd.
Sacramento, CA 95815

The Jockey Club at San Mateo
2495 S. Delaware St.
San Mateo, CA 94403

Santa Clara County Fair
344 Tully Rd.
San Jose, CA 95111

~~Sonoma County Fair~~
~~1350 Bennett Valley Rd.~~
~~Santa Rosa, CA 95402~~

San Joaquin County Fair
1658 South Airport Way
Stockton, CA 95206

Solano County Fair
900 Fairgrounds Dr.
Vallejo, CA 94589

Santa Anita

Exhibit 12.D/E

Commingled Locations

AmWest Entertainment
Amwest Accounts
Caribbean locations
Couer D'Alene Casino (ID)
Triple Crown (SD)
Arapahoe-Mile High
Arizona Downs
Bangor Raceway
Barbados Turf Club
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
DraftKings
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, UK Tote
4 Racing/Gold Coast (South Africa)
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
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
Plainridge Race Course
Plainridge ADW
Player Management Group
PlayUp Limited ADW
Pocono Downs ADW
Pocono Downs/OTB
Pointsbet
Prairie Meadows
Premier Gateway International
Premier Turf Club
Presque Isle
Racing & Gaming Services
Remington Park
Remington OTB Network
Retama Park
Ruidoso Downs
Running Aces Harness Park
Sam Houston
Valley Greyhound Park
Saratoga Harness Raceway
Saratoga Bets (NY)
Saratoga Harness ADW (National)
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 - Tribeca (D. R.)
Turf Paradise
Turfway Park
TVG
TVG High Volume
Twin River Greyhound
TwinSpires
TwinSpires High Volume
US Off Track ADW
Velocity Wagering Ltd.
Vernon Downs
WatchandWager ADW
Western OTB
Wheeling Downs
Will Rogers Downs
Wyoming (307 Racing)
Wyoming OTB
Wyoming Downs
XpressBet
Yonkers Raceway
Yonkers ADW (EmpireCityBets)
Youbet Group 1
Zia Park
123Gaming

Separate Pool Locations

Betting Exchange
Camarero (Puerto Rico)
Caymanas (Jamaica)
Chile
Codere (Mexico)
MIR Books (Caliente)
NDS Books (Nevada)
Racing & Wagering Western Australia
Suaposta (Brazil) ADW
Tabcorp (Australia)
Turkish Jockey Club
XB (GWS)

Canadian Locations

Assiniboia, Century Downs, Century Mile, Charlottetown, Clinton Teletheatre, Dresden, Elmira Raceway, Evergreen Park, Flamboro Downs, Fraser Downs Fort Erie, Fredericton 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

Separate Pool Locations

Betting Exchange
Camarero (Puerto Rico)
Caymanas (Jamaica)
Chile
Codere (Mexico)
MIR Books (Caliente)
NDS Books (Nevada)
Racing & Wagering Western Australia
Suaposta (Brazil) ADW
Tabcorp (Australia)
Turkish Jockey Club
XB (GWS)

Commingled
Canadian Locations

Assiniboia Downs
Century Downs
Century Mile
Charlotetown
Clinton Teletheatre
Dresden
Elmira Raceway
Evergreen Park
Flamboro Downs
Fort Erie
Fraser Downs
Fredericton Raceway
Georgian Downs
Grand River
Hanover Raceway
Hastings Park
Hiawatha
Hippodrome De Quebec
Kawartha Downs
Marquis Downs
Mohawk Racetrack
Northside Downs
Picov Downs
Rideau Carlton
Rocky Mountain Turf Club
Sudbury Downs
Summerside - PEI
TBC Teletheaters
Track On 2
Truro Raceway
Western Fair Raceway
Woodbine
Xpressbet Southern Alberta

2023-24 Santa Anita Import Tracks

Track
Assiniboia
Australia Racing
Belterra
Canterbury
Century Downs
Century Mile
Churchill Downs
Delaware Park
Delta Downs
Ellis Park
Emerald Downs
Evangeline Downs
Fair Grounds
Fort Erie
Gulfstream Park
Hastings Park
Hawthorne
Indiana Grand
Keeneland
Kentucky Downs
Laurel Park
Lone Star
Louisiana Downs
Mahoning Valley
Monmouth Park
Mountaineer Park

Track
NYRA - Aqueduct, Belmont, Saratoga
Oaklawn Park
Parx (Philly Park)
Penn National
Pimlico
Prairie Meadows
Presque Isle
Retama Park
Sam Houston
South America Racing
Sunland Park
Sunray Park
Tampa Bay Downs
Thistledown
Turf Paradise
Turfway Park
United Kingdom
Woodbine
Zia Park

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).

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: Board of Directors, Los Angeles Turf Club, Incorporated, 285 W. Huntington Drive, Arcadia, CA 91007

B. Names and addresses of the trustees or directors of the distributing agent: Eric Sindler, Los Angeles Turf Club, 285 W. Huntington Drive, Arcadia, CA 91007

C. Dates the association will conduct races as charity racing days OR:

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

NOTICE TO APPLICANT: Net proceeds from charity racing days shall be paid to the designated and approved distributing agent within 180 days following the conclusion of the association's race meeting in accordance with the provisions of Business and Professions Code section 19555. Thereafter, the distributing agent shall distribute not less than 90% of the aggregate proceeds from such charity racing days within twelve (12) calendar months after the last day of the meeting during which the charity racing

days were conducted and shall distribute the remaining funds as soon thereafter as is practicable. At least 50% of the distribution shall be made to charities associated with the horse racing industry, in accordance with the provisions of Business and Professions Code section 19556(b) and (c).

14. RACING OFFICIALS, OFFICIALS, AND OFFICIATING EQUIPMENT

A. Racing officials nominated:

Association Veterinarian(s)	Dr. Dana Stead
Clerk of Scales	Kevin Colosi
Clerk of the Course	Linda Ramirez
Film Specialist	Randy Valdez
Horse Identifier	Jennifer Paige
Horseshoe Inspector	Victor Tovar
Paddock Judge	Jesus Calvillo Jr
Patrol Judges	Karen Denovel, Randy Valdez
Placing Judges	Bob Moreno, Karen Denovel, Brice Blanc
Starter	Jay Slender
Timer	Dane Nelson

B. Management officials in the racing department:

Director of Racing	Jason Egan
Racing Secretary	Jason Egan
Assistant Racing Secretary	Zachary Soto
Paymaster of Purses	Dan Landers, Sandy Linares
Others (identify by name and title)	James Kasparoff, Stakes Coordinator

C. Name, address, email, and telephone number of the reporter employed to record and prepare transcripts of hearings conducted by the stewards: Ms. Barbara Weinstein, 9582 Hamilton Ave., Suite 265, Huntington Beach, CA 92626, 714-964-7102

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 December 31, 2023

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. Jim Porep, Jr., Pegasus Communications, Inc. Contract term through June 30, 2024.

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: Electronic timing systems on both dirt and turf courses; maintained and operated by Santa Anita personnel. Systems backed by hand timing.

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. Stephen Scallon, Director of Security; Timothy Doonan, Assistant Director of Security - Exhibit 15A

B. Estimated number of security guards, gatemen, patrolmen, or others to be engaged in security tasks on a regular full-time basis: See Exhibit 15.B

	SAP Cameras -2023			Exhibit 14.E
	Position/Location	**CAMERA**	**CCU**	**LENS**
1	**PAN - TIGHT**	Sony HXC-100	Y	Fujinon 50x
2	**PAN - WIDE**	Sony HXC-100	Y	Fujinon 50x
3	**7/8 Tower - DIRT**	Sony HXC-100	Y	Canon 55x
4	**7/8 Tower - TURF**	Sony HXC-100	Y	Canon 55x
5	**3/8 Tower - DIRT**	Sony HXC-100	Y	Canon 55x
6	**Hill - Head-on start**	Sony HXC-100	Y	Canon 22x
7	**3/8 Tower - TURF**	Sony HXC-100	Y	Canon 55x
8	**1/4 Tower**	Sony HXC-100	Y	Canon 55x (servo)
9	**Turf Hill Tower**	Sony HXC-100	Y	Canon 20x
10	**Tote Board (Reverse Finish)**	Sony HXC-100	Y	Canon 20x
11	**Tunnel Exit**	Sony HXC-100	Y	Canon 20x
12	**Walking Ring Tower**	Sony HXC-100	Y	Canon 20x
13	**Paddock - Interview**	Sony HXC-100	Y	Canon 20x
14	**Jib - Winner's Circle**	Sony HXC-100	Y	Wide-angle Canon
15	**Ground Level / Winner's Circle**	Sony HXC-100	Y	Canon 20x
16	**Paddock Set**	Sony HXC-100	Y	Canon 20x
17	**Paddock Overlook (Mez)**	Sony	Y	Zeiss 20x
18	**Saddling Barn Robo East**	Sony	Y	Zeiss 20x
19	**Saddling Barn Robo West**	Sony	Y	Zeiss 20x
20	**Saddling Barn Cable West**	Canon	N	20x
21	**Saddling Barn Cable East**	Canon	N	20x
22	**5/16 Camera**	Pelco	N	
23	**Saddling Barn Box East**	Marshall	N	
24	**Saddling Barn Box West**	Marshall	N	
25	**Workout Camera**	Marshall	N	
26	**RF Overhead Gate (Dirt)**	Marshall	N	
27	**RF Overhead Gate (Turf)**	Marshall	N	
28-37	**Gate: Stall Cameras**	Marshall	N	

38	**RF GATE / SERVER 1**	Panasonic	N	Canon 18x
39	**Paddock - Tree Cam**	Sony	Y	Zeiss 20x
40	**Clockers Corner**	Sony	Y	Zeiss 20x
41	**Paddock - Speaker Pole**	Sony	Y	Zeiss 20x
42	**Tunnel - POV**	Marshall	N	
43	**Shutter**	FOR-A	Y	Canon 20x
44	**Turf Chute - Tower**	Ursa	Y	Fujinon 20x - 4K
45	**Turf Chute Head-on start - PTZ**	Canon	Y	Zeiss 20x
46	**TVU ROVER / SERVER 2**	iPhone	N	
47	**HERO / SERVER 2**	iPhone	N	

SANTA ANITA PARK
SECURITY LIVE RACING

Exhibit 15A

Director of Security
Stephen Scallon

Assistant Director of Security
Timothy Doonan

Office Manager
Corina Carter

FRONTSIDE SECURITY

626-574-6406

Area Managers
Ann Barrera
Todd Bostrom
Eric Campos
Sean Carmon
Juan Contreras
Robert Frutos
Sam Ling
William Macri
Robert Nyquist
Jose Ramirez
Sal Ramirez
Keith Shishido
Robert Torrance
Vaughn Whalen

Security Supervisors
Sgt Ben Denovel
Sgt Ollis Hartley
Sgt Mark Mattick

Uniform Security Officers
Shaikh Ali
Jose Alvarez
Daniel Aragon
Ruben Arias
Christian Ayala
Byron Carter
Johnny Chavez
Nelson Cuellar
Justin Esquivel
Frank Gamez
Mark Garrett
Abel Iniguez
Robert Lopez
Anthony Mora
Lynn Rheault
Louis Rodriguez
Martin Sanchez
Peter Scimeca
Kenneth Shiba

STABLE SECURITY

626-574-6469

Stable Security Supervisors
Sgt Brandon Islas
Sgt. Paul Nalbandian
Sgt. Mike Valadez

Stable Credentials
Yolidaved Garcia

Uniform Security Officers
William Griffin
Sergio Lozano
Carlos Rojo
Fernando Valenzuela

Stable Gateman
Eduardo Barsallo
Al Castaneda
Mari Comsa
Manny Diaz
Raymundo Franco
Frank Garcia
Cesar Hernandez
Clyde Higgins
Luis Holguin
Shondra Hudson
Joann Lopez
Alissa Mayer
Ignacio Ramirez
Jeffrey Syverud

Exhibit 15.B

1 Director of Security

1 Assistant Director

1 Office Manager

3 Investigators / 9 Part-time Investigators

3 Security Sergeants

12 Security Guards / 7 Part-time Guards

3 Stable Sergeants

1 Stable Credentials Secretary

4 Stable Guards

14 Gateman

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. Security Officer per four (4) horses. Surveillance cameras to cover all Horses for Graded Stakes Races
   b. Number of security guards in the detention stall area during a 24-hour period: Four (4) Security Guards
   c. Describe number and location of surveillance cameras in detention stall area. Total of Sixty-Three (63) Cameras (Barns #: 117, 118, 119, 120 and 121

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 directives 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. The electronic security system consists of video cameras with the ablity to pan, tilt and zoom remotely. Camera monitors and control points are managed from secure locations. Digital recordings are maintained on hard drives.

1. Location and number of video surveillance cameras for the detention stall and stable gate: Surveillance cameras are in place within stalls 9, 10, 11, 12, 12A, 14, 20 and 21, providing a wide angle view of the entire stall space. Additional cameras are strategically located on the outside of stalls 4, 7, 12A and 14, and providing access to the barn area, are also under surveillance 24 hours per day. In addition, Santa Anita Park has installed approvimately 1,100 additional surveillance cameras to the backside and "gap".

D. For night racing associations: Describe emergency lighting system. Not applicable

16. EMERGENCY SERVICES

A. Name, address, and emergency telephone number of the ambulance service to be used during workouts and during racing: Symons Ambulance, Jeff Grange, 18592 Cajon Blvd., San Bernardino, CA 92407, 909-880-2979

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: Los Alamitos: Huntington Ambulance, LLC, Stacey O'Brian, PO Box 145, Sunset Beach, CA 90742, 562-904-1550 / SLR: Richard F. Roesch, Mercy Medical Transportation Inc., Escondido, CA 92027, 760-525-2688

Exhibit 15.B.1

Security Officer per four (4) horses. Surveillance cameras to cover all Horses for Graded Stakes Races.

Exhibit 16.A

We have three horse ambulances. Two are Kimsey trailers, the third is a hydraulic trailer ambulance with a tractor. Each ambulance is equipped with screens, horse boots/splints, water, sponges, and movable wall. There are two people assigned to each ambulance.

September 8, 2023

To: Paige Richard

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

Respectfully,

Jeff T. Grange

Jeff T. Grange, MD
Medical Director

18592 Cajon Blvd., San Bernardino, CA 92407 • Office: (909) 880-2979
www.symonsambulance.com

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. Exhibit 16.C

D. Name and emergency telephone number of the licensed physician on duty during the race meeting: See Exhibit 16.D
If Quarter Horse racing association, see D.1.

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

E. Name, address, and emergency telephone number of the hospital to be used for admittance and treatment of emergency injuries in the event of an on-track injury to a jockey: Arcadia Methodist Hospital, 300 W. Huntington Drive, Arcadia, CA 91007, 626-445-4441

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): Mitzuh Carrillo, Health & Safety Manager, Emily Mayorga, Assistant to the Health & 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, Policy # WA2-B7D-170912-013

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.

Huntington Ambulance,LLC

CHRB
1010 Hurley Way #300
Sacramento, CA 95825

September 8, 2023

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

September 15, 2023

California Horse Racing Board
1010 Hurley Way
Sacramento, CA 95825

RE: Ambulance Certification Letter

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

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

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

Respectfully,

Jesse Torres
COO
Mercy Medical Transportation, Inc.
Phone: 619-405-8274
Email: jtorres@mercymedtrans.com

Exhibit 16.C

Description of Santa Anita First Aid Office (Live Racing)

SERVICES (Mission)

- Yearly Jockey Physicals;
- Preventive and curative medical services for jockeys;
- Urgent care facility for jockeys;
- Urgent care for patrons and Santa Anita employees.

STAFFING

- Contracted Track Physician
- Contracted Paramedics (on the track) and (2 in First Aid)
- Licensed Emergency Ambulance

EQUIPMENT

- Basic First Aid Supplies (i.e., bandages and wound care);
- Oxygen equipment;
- Backboard, cervical collars, and splints;
- Blood pressure monitoring.

AVAILABILITY

- When gates open until after last race

Exhibit 16.D

If quarter horse racing association see D.1.:

Dr. David Skinner
10010 California Avenue
South Gate, CA 90280
Phone: (323) 567-2425

Dr. Tri Minh Vo
10107 Valley Boulevard
El Monte, CA 91731
Phone: (734) 277-3087

SANTA ANITA PARK

EMERGENCY MEDICAL PROCEDURES
FOR ON-TRACK INJURY TO JOCKEYS

"FIRST RESPONSE"

- In the event of an accident, LATC Trackside Human Ambulance "Unit 41 Paramedics" which is manned by LATC-contracted Paramedics and is following the horses and jockeys in the race will respond immediately to the site of the accident. The attending Paramedics shall arrive equipped with advance cardiac life support (ACLS) and full C-spine equipment.
- An "on-site evaluation" of injuries to the jockey(s) shall be made by Unit 41 Paramedics.

↓

"ON-SITE EVALUATION"

- Based on the Paramedics "on-site evaluation" of injuries, a decision shall be made to either treat the injured jockey(s) on-site or to transport to the hospital.
    - If on-site treatment is deemed sufficient, Unit 41 Paramedics shall transport the injured jockey(s) directly to the First Aid Office where the Track Physician will be primary care provider or,
    - If off-site treatment is deemed necessary Unit 41 Paramedics will contact the Association Gate (channel 1) and have them call the 911 Arcadia Fire Department.

↓

"INJURY TREATMENT"

- If the injured jockey(s) is treated at the First Aid Office the Track Physician shall be the primary care provider unless or until the Track Physician surrenders custody of the patient based on his/her medical evaluation;
    - If deemed necessary the Track Physician will contact the Association Gate to call the 911 Arcadia Fire Department to transport the injured jockey(s) to the hospital.
    - Or should the Track Physician deem the rider clear to ride he may then return to the Jockeys' Room or be taken off his mounts for the remainder of the day.
    - If more than two jockeys need to be transported to the hospital, Arcadia Fire

SANTA ANITA PARK

PROCEDIMIENTO MEDICO de EMERGENCIAS PARA HERIDAS A JINETES EN LA PISTA

"PRIMEROS AUXILIOS"

- En el evento de un accidente, la ambulancia humana de LATC "41Paramedicos" es manejada por las EMT's contractados por la LATC, seguiran a los caballos y jinetes en la carrera para responder immediatamente al sitio del accident. El EMT arrivara con el equipo cardiaco basico (ACLS), AED, y equipo para la espina dorsal.
- Una evaluacion de las heridas al jinete seran hechas en el sitio del accidente por la 41Paramedicos.

↓

"EVALUACION EN EL SITIO DEL ACCIDENTE"

- Despues del accidente, es la decision de los paramedicos si el jinete va estar transportado al hospital o al la oficina de First Aid.
    - Si el tratamiento es suficiente en el sitio del accidente, el 41 Paramedicos transportara al jinete directamente a la oficina de First Aid donde el doctor del tracke sera el doctor.
    - Si se cree que es necesario el 41 Paramedicos se comunicara con la Association Gate (Canal 1) para que ellos le adviser a Department de Bomberos de la Cuidad de Arcadia 911.

↓

"TRATAMIENTO DE LAS HERIDAS"

- Si el jinete herido es tratado en la oficina de First Aid, el doctor del tracke sera el doctor al no ser que el doctor del tracke entregue custodia del paciente basado en su opinion medico;
    - Si se cree necesario el doctor de tracke se comunicara con la Association Gate (Canal 1) para que ellos le adviser a Department de Bomberos de la Cuidad de Arcadia 911.
    - Si el doctor de tracke dise que el jinete esta libre para montar or que va faltar de sus montas.
    - Si mas de dos jinetes necesitan transportacion al hospital, se le pedira a al

June 22, 2023 Exhibit 16.H

City of Arcadia

Fire Department

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, 2023, through December 10, 2023.

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.

Chen Suen
Fire Chief

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.

710 S. Santa Anita Avenue
Arcadia, CA 91006
(626) 574-5100
(626) 446-7410 (fax)
www.ArcadiaCA.gov

ORANGE COUNTY FIRE AUTHORITY
P. O. Box 57115, Irvine, CA 92619-7115 • 1 Fire Authority Road, Irvine, CA 92602-0125
Brian Fennessy Fire Chief (714) 573-6000 www.ocfa.org

March 22, 2023

Los Alamitos Race Course
4961 Katella Av.
Los Alamitos, CA 90720
Attn : Mr. Frank Sherren

Dear Mr. Sherren,

This letter is in response to you request for a fire and life safety clearance at the above address. The annual fire inspections have been completed and I can report that there is a reasonable degree of fire safety present at this time.

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

Respectfully,

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

North County Fire Protection District
330 S. Main Ave.
Fallbrook, CA 92028
(760) 723-2010

Monday, 7 August, 2023

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

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

Re: Initial - Fire & Life Safety on August 07 2023

NOTICE OF INSPECTION - COMPLETED

CONGRATULATIONS, your Fire and Life Safety Inspection has satisfactorily been completed and no violations were noted at this time. The North County Fire Protection District would like to thank you for making fire and life safety a priority.

If you have any questions regarding our Fire and Life Safety Inspection program, please contact the Fire Prevention Bureau at: (760) 723-2010.

Inspector:

Fire Protection Spec. Lars Beeghley
lbeeghley@ncfire.org
760-723-2043

Property Representative:

Joshua Funk

SAN LUIS REY
TRAINING CENTER

September 18, 2023

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

Re: San Luis Rey Training Center – Rule 1927 Exemption Request

Dear Mr. Chaney,

As has been previously discussed, the North County Fire Protection District is not able to conduct an inspection within 45 days of the start of each meet. San Luis Rey Training Center ("SLRTC") has previously submitted to the board the North County Fire Protection District's fire clearance letter dated August 7, 2023.

SLRTC requests an exemption from the requirement of Rule 1927 that the fire authority having jurisdiction over the barn area of SLRTC 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

Marsh

Certificate of Insurance

No.: **2023-1-ANITA** Dated: **June 29, 2023**

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:	**Named Insured and Address:**
California Horse Racing Board **1010 Hurley Way** **Sacramento, CA 95825** **Attn.: Insurance Department**	**Los Angeles Turf Club, Incorporated** **285 West Huntington Drive** **Arcadia, CA 91007**

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-B71-170912-033	Jun 30, 2023 to Jun 30, 2024	Each Occurrence	USD 2,000,000
				Products-Completed Operations Aggregate	USD 2,000,000
				General Aggregate	USD 2,000,000
				Self Insured Retention	USD 250,000
WORKERS' COMPENSATION & EMPLOYERS' LIAB	LIBERTY MUTUAL FIRE INSURANCE CO	WA2-B7D-170912-013	Jun 30, 2023 to Jun 30, 2024	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.

With respect to the Commercial General Liability policy, California Horse Racing Board is added as Additional Insured but only with respect to liability arising out of the operations of the Named Insured.

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

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: $4,800,000
Promotional/Marketing budget for prior race meeting: $4,800,000

C. Number of hosts and hostesses employed for meeting: 15 Wagering Ambassadors, Customer Service Representatives, Winner's Terrace Hosts, and Sales Hosts. 7 Food & Beverage Hosts, 17 Mutuel SST's. *Estimate on current payroll and availability.

D. Describe facilities set aside for new fans. Customer Service & Wagering Ambassador Tents - Mainline 1, Club 1, SILKS Stand and Paddock Room. Mobile Wagering Ambassador tents are set up near events that attract newcomers to encourage and offer racing Information. 1/ST REWARDS Center on Mainline 1 - There Is one location that is open every racing day In Mainline 1. The Infield and South 1/ST REWARD Center are open for specific promotions. Information Windows - Mainline #2, Club #1, Mezzanine #2, and FrontRunner have full-service Information windows that can perform most transactions for players. These windows also provide newcomer wagering assistance. On the weekends east tote also opens an additional Information window for the Infield Customers. 1/ST REWARD - Mainline #2 and Mezzanine is available for new sign-ups and account maintenance for advance deposit wagering customers.

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

1. Horsemen Plans for Extended Turf Chute & Tapeta Training Track: Santa Anita is committed to the racing product with focus on turf racing, which has shown the preferred surface of the horseplayer. 1/ST RACING & Santa Anita will invest $2.5 million into building a turf chute. The new turf chute will benefit the entire horseracing ecosystem: horseplayers preferred surface, population and will provide increased racing and earnings opportunities. The addition would allow for 6.5 furlongs, 7 furlongs, and a mile and increase the number of races on the turf course. Additionally, a $5 million, brand-new all-weather synthetic track that will replace the existing training track at Santa Anita Park. This change will not only allow for the seamless transition of horses used to running on the synthetic track at Golden Gate Fields but will serve to improve the overall safety environment at Santa Anita Park.
2. Fans Since the conclusion of the 2022-23 racing meet, two new Paddock LED boards have been installed, larger and higher resolution that were previously in that location. Additionally, the two main grandstand escalators have been replaced, with access to the grandstand, mezzanine, and box seat areas. For all other updates, please refer to the marketing plan under the heading "Enhanced Experience for Owners, Fans, and Horseplayers". General facility Improvements are underway as well, preparing for the 2023 Breeders' Cup.
3. Facilities in the restricted areas

Exhibit 17

HANDICAPPERS

Racing Digest
Terry Melvin
3832 Green Ave. #2
Los Alamitos, CA 90720
562.225.5981

Duke's
John Acquarelli
3003 Andorra Way
Oceanside, CA 92056

19. SCHEDULE OF CHARGES

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

Admission (general)
Admission (clubhouse) with General Parking & Program $10 (Weekends & Holidays / with General Parking & Program $5 for 1/ST REWARDS Members (Weekends & Holidays / Infield Admission with General Parking & Program $5 (Weekends & Holidays / with General Parking Is Free on Fridays.
Reserved seating (general)
Reserved seating (clubhouse) with General Parking & Program $20 (Weekends & Holidays / with General Parking & Program $10 for 1/ST REWARDS Members (Weekends & Holidays) / $5 for 1/ST REWARDS Members (Fridays)
Parking (general)
Parking (preferred) $6
Parking (valet) $10
Programs (on-track) $2.50
(off-track) $2.50

B. Describe any "Season Boxes" and "Turf Club Membership" fees. Annual Season Box 2024: Seating for Winter/Spring & Autumn Meets: Price includes CH admission - Finish Line Box: 4 Seats $4,390; 6 Seats $5,850; 8 Seats $7,560 Premium Box: 4 Seats $3,000; 6 Seats $3,750; 8 Seats $4,800

C. Describe any "package" plans, such as combined parking, admission, and program. Santa Anita has packaged $10 for General Parking, a Program and Admission for $10. Admission & Parking Is free on Fridays.

20. JOCKEYS/DRIVERS' QUARTERS

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

☒ Corners (lockers and cubicles) How many 40+

☒ 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. Same amenities as above, but in separate quarters. Shared food and beverage area

21. BACKSTRETCH EMPLOYEE HOUSING

A. Inspection of backstretch housing was completed by (name) on (date) .

B. Number of rooms used for housing on the backstretch of the racetrack: 445

C. Number of restrooms available on the backstretch of the racetrack: 39 Restrooms (116 toilets, 99 lavatories, 45 urinals, 64 showers)

D. Estimated ratio of restroom facilities to the number of backstretch personnel: 1 to 47

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: 5280 feet.

B. Describe the type of track surface at the facility, including the specific track surface composition. Santa Anita has a Dirt Track. The composition Is made up of approximately 86% Sand and 14% Silt and Clay

C. The percent of cross slope in the straightaways is: 3%
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. Inside rail of the main track has metal goosenecks with a 6 Inch aluminum rail and covering. Main track outside rail Is a 4 Inch round rail on a metal gooseneck. Turf course has metal gooseneck with a 4 Inch round rail with safety netting at zero. Duralock portable rail used at other settings. The outside turf rail Is a 2 Inch metal rail.

E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474: Dennis Moore, Consultant, Robert Moore, Track Superintendent

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

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

23. DECLARATIONS

A. All labor and lease agreements and concession and service contracts necessary to conduct the entire meeting have been finalized, except as follows (if no exceptions, so state): None

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

3rd Party Lasix Administration Agreement

This 3rd Party Lasix Administration Agreement (this "Agreement") is entered into as of October 26, 2017 (the "Effective Date") by and between the Los Angeles Turf Club, Incorporated and Los Angeles Turf Club II, Inc. (collectively "LATC"), 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 LATC'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, LATC, 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 LATC (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 LATC. 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 LATC. LATC 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. LATC shall initially hire one (1) furosemide veterinarian and three (3) furosemide veterinary technicians to administer the race day furosemide. The furosemide veterinary technicians shall report to the furosemide

veterinarian. If LATC 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, LATC 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 LATC 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 LATC 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. LATC, 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 LATC, TOC, and CTT. Except for LATC, 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]

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

Los Angeles Turf Club, Incorporated

By: _____

Name: SCOTT DARUTY

Title: VICE PRESIDENT

Los Angeles Turf Club II, Inc.

By: _____

Name: SCOTT DARUTY

Title: VICE PRESIDENT

Thoroughbred Owners of California, Inc.

By: _____

Name: _____

Title: _____

California Thoroughbred Trainers, Inc.

By: _____

Name: _____

Title: _____

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

Los Angeles Turf Club, Incorporated	Los Angeles Turf Club II, Inc.
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Thoroughbred Owners of California, Inc.	California Thoroughbred Trainers, Inc.
By:_____	By:_____
Name: Greg Avioli	Name:_____
Title: President & CEO	Title:_____

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

Los Angeles Turf Club, Incorporated

By:_____

Name:_____

Title:_____

Los Angeles Turf Club II, Inc.

By:_____

Name:_____

Title:_____

Thoroughbred Owners of California, Inc.

By:_____

Name:_____

Title:_____

California Thoroughbred Trainers, Inc.

By: _____

Name: Alan F. Balch

Title: Executive Director

Exhibit A

Santa Anita Park Furosemide Protocol – See Attached

Exhibit B

Medication Administration Protocol – See Attached

Exhibit A

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

Exhibit B

Medication Administration Protocol

1. Furosemide 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.

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.

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.

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): None

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): None

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

24. CERTIFICATION BY APPLICANT

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

X _____
Signature

Nate Newby	Executive Vice President, General Manager	11/1/23
Print Name	Print Title	Date

2024 Winter/Spring

Race Meet Agreement

Between

Los Angeles Turf Club, Incorporated

and

Thoroughbred Owners Of California

December 20, 2023

Through

June 18, 2024

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2024 Winter/Spring Race Meet Agreement
Santa Anita & Thoroughbred Owners of California

This Agreement is entered into by and between Los Angeles Turf Club, Incorporated ("Track") and the Thoroughbred Owners of California, Inc. ("TOC") and becomes effective on December 20, 2023.

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 December 20, 2023, through June 18, 2024 (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, distribution of unpaid refunds or "outs" as more fully discussed in paragraph 5(b) of this agreement and 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. Payment of Purses.

i. Non-Stakes Races. For all non-stakes races, Track 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 no earlier than thirty (30) days after the race in question, Track shall have the ability to deduct from the purse account the amounts distributed to the owner of the disqualified horse for the re-collection of such distributed amounts. If Track is successful in recovering the amounts distributed to the owner of the disqualified horse, such amounts shall be returned to the purse account.

ii. Stakes Races. For all stakes races, Track agrees that its Horsemen's Paymaster of Purses will make owners' purse monies available within twenty-four (24) hours after Track has received confirmation from the testing laboratory that such owner's horse did not test positive and is not otherwise ineligible to receive purse money.

3. Distribution Estimated.

a. Because the total amount available for distribution as stakes and overnight purses will not be known until the conclusion of each individual race meet which takes place during the Term, 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 any individual race meet during the Term, Track shall not have paid and distributed in stakes and overnight purses the exact amounts provided for by this Agreement and law then, (i) if the Track has made excess payments, (A) up to fifty percent (50%) of such excess payments made by Track may be deducted from purses during race meetings conducted at Santa Anita Park in each of the two succeeding years (the "Next Meet") and (B) after the amount as provided for in subsection (A) above has been deducted from purses from the Next Meet, Track shall also be able to deduct from the Next Meet's purses an amount equal to the amount of interest that would accrue at the annual rate of five percent (5%) of the overpayment, commencing at the conclusion of the Term, until the commencement of the Next Meet; and (ii) if the Track has made insufficient payments, then all such deficiency shall be carried over by Track to be used as purses as mutually agreed upon by TOC and Track. Any deficiency required to be distributed shall be distributed together

with interest at the rate of five percent (5%) calculated from the conclusion of the Term, not more than the thirtieth (30th) day after the Term.

b. The amount carried over for purses, if any, to the Next Meet to be run by Track shall accrue interest at the rate of five percent (5%) annually, commencing at the conclusion of the meet that generated the underpayment, to the Next Meet. Investments made under either this subsection or pursuant to 3(a)(i)(B) will be in accordance with Track's investment policy, a copy of which will be provided to TOC, at its request.

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.

4. Daily Mutuel Handle.

a. Track and TOC agree to continue, in good faith, the purse reconciliation process and once complete, the overpayment or underpayment, as the case may be, will inserted as Exhibit D, and that Exhibit D 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 D 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 D, 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.

b. Notwithstanding anything to the contrary provided in Section 8, if it appears to Track and TOC at any time during an individual race meet which takes place during the Term that the average daily purse generated will be substantially increased above that which was initially anticipated, the excess shall be utilized to increase overnight purses, unless an increase in stakes is approved by TOC. TOC's approval for a request to increase purses for stakes shall not be unreasonably withheld.

c. Unless otherwise agreed by TOC, any increase or decrease in overnight purses during an individual race meet which takes place during the Term 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 (10) percent, then the purse for each type and condition

of overnight race shall be decreased or increased by ten (10) percent, as the case may be, subject to such "rounding" as may be agreed upon by Track and TOC.

d. Given the unique circumstances facing the Southern California racing industry at present with total horses in training below 2700, in order to attempt to prevent either the accrual during the Meet of a multi-million overpayment or a mid-Meet purse reduction, Track will consult with the TOC on a weekly basis regarding the amount of purse money paid out and the amount of purse money generated during the meet to-date to in the context of establishing future weeks' racing calendars and purse structure.

e. Track shall instruct CHRIMS to give TOC's designated representative, Joe Hasson, continuous 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 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 Santa Anita Park as mutually agreed upon by TOC and Track.

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, 19596.5, 19596.6, 19598, 19601, 19602, 19611(d), 19611.5, 19613 and 19616 reduced by the amount of overpayment of purses, if any.

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 Wednesday 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 five percent (5%) 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; and

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.

For purposes of clarity, the projected calculation purse earnings for the Meet ("Summary of Estimated Purses") are attached at Exhibit D.

b. Intentionally Omitted.

8. Racing Programs.

a. Stakes Programs.

i. General.

A. From the total purse distribution available for each individual race meet which occurs during the Term, not more than the amount indicated on Exhibit A (Stakes Schedule) shall be paid as stakes, unless otherwise agreed upon by Track and TOC, which consent shall not be unreasonably withheld.

B. 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 moneys. Should Track desire to increase the purse by more than fifty percent (50%) of the purse originally scheduled, Track shall obtain the prior approval of TOC for such a purse increase, which such approval shall not be unreasonably withheld. Track shall not split a stakes race without first obtaining the approval of TOC, which approval shall not be unreasonably withheld.

C. 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.

D. Track shall not cancel any stakes race, unless otherwise provided for in the Agreement, without first obtaining the prior written approval of TOC, which approval shall not be unreasonably withheld; provided, however, that Track shall have the right, without TOC's approval, to cancel any stakes race which received less than five (5) entries.

ii. Guaranteed Stakes.

A. All races with purses of $100,000 or more, excluding invitationals, shall be guaranteed. All overnight stakes with purses of less than $100,000 shall be run as added money events.

B. If the amount of horsemen's money available for purses for guaranteed races, together with all fees contributed by owners, including, but not limited to, nomination, sustaining, starting, entry, and supplemental fees bring the total amount over the amount of purses scheduled for guaranteed races, then and in that event the excess shall be used for overnight purses.

C. 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.

D. 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 course of an individual race meet which takes place during the Term. Each guaranteed stakes race to be run during the Term shall require total fees of at least one percent (1%) for each starter ("Stakes Fees"). Starters entered in Breeders Cup supplemented stakes races that are not eligible for the Breeders Cup purse supplement shall pay fees in a percentage equal to that paid by Breeders Cup eligible starters only on that portion of the purse for which they are actually competing.

E. 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, surveillance shall consist of, but is not limited to: I) licensed security personnel, with such number of personnel to be determined on a race-by-race basis, that observe the horses and 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 and II) at least one personnel in the video surveillance room who will monitor each horse (each horse shall have its own video feed and a dedicated portion of the screen that covers only that horse). 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. 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.

iii. Purses paid for overnight races during each individual race meet which occurs during the Term shall be in accordance with the schedule attached hereto as Exhibit B. Track agrees not to change the purses provided in Exhibit B without first obtaining the written consent of TOC, which consent shall not be unreasonably withheld.

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 $10,000;

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 maidens will be $20,000;

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 the rate as set forth on Exhibit B;

F. Purses paid for three-year-old horses shall be equal to purses paid for races for older horses for the same type of race;

G. 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;

H. Minimum qualifying level for purposes of the Cal-bred Race Fund Incentives shall be $40,000 Claiming;

I. Excluding those offered on any "Supercharged Race Days," overnight purses per race shall not exceed the amount as set forth on Exhibit B (Track must receive the approval of the TOC it increase purses on Supercharged Races Days, which consent shall not be unreasonably withheld); Overnight stakes purses shall have the minimum as set forth on Exhibit B and meet the requirements for international cataloging standards for North American Black Type Designation;

J. Winning Purse Distributions.

I. Purses for all races with a purse greater than $30,000 run during each individual race meet which takes place during the Term shall be divided and paid to the owner(s) of the horses finishing first through fifth as follows:

(1) Sixty percent (60%) for first;

(2) Twenty (20%) for second;

(3) Twelve (12%) for third;

(4) Six (6%) for fourth; and,

(5) Two (2%) for fifth.

II. Purses for all races with a purse less than or equal to $30,000 run during each individual race meet which takes place during the Term shall be divided and paid to the owner(s) of the horses finishing first through fifth as follows:

(1) Fifty-Five percent (55%) for first;

(2) Twenty (20%) for second;

(3) Twelve (12%) for third;

(4) Eight (8%) for fourth; and

(5) Five (5%) for fifth.

K. A "Participation Purse" in the amount of $500, 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. Horses racing in a Breeders' Cup race are excluded from the Participation Purse.

L. Track shall be permitted to schedule the types and conditions of races (e.g. 5f on the turf for 3 and up, N1X) in its sole discretion; however, the purses for the condition (e.g. N1X) of such race shall not differ from the overnight purse schedule attached as Exhibit B without first obtaining the written approval of TOC, which will not be unreasonably withheld.

M. Track agrees that entries will be taken not less than three (3) calendar days prior to the day on which such entered horses are scheduled to run unless the TOC consents otherwise, which consent shall not be unreasonably withheld.

N. 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 eight (8) separate wagering interests in the race;

O. 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

TOC 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 horses finishing first as provided in Section 19614.4(a) and (b) of the California Horse Racing Law.

ii. In the event overnight purses are increased in accordance with Section 4 of this Agreement, retroactive increases in the Cal-Bred incentive and allowance purse increase programs described in this Section will be made unless otherwise specifically agreed to by Track and TOC.

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)(ii) 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 workout criteria that will be in effect during the Term are those criteria as listed in the first Condition Book, a copy of which is attached as Exhibit C.

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. Intentionally Omitted.

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. A horse that won its first condition in a race conducted at Golden Gate Fields (and has subsequently not won any other condition) is still eligible for its first condition in an allowance race at Track. Once a horse has won the first two condition allowance races (race at Golden Gate Fields and race at Track), then the Golden Gate Fields win will be disregarded in future races for eligibility purposes only. An optional claiming race shall be considered to be an allowance race with respect to horses not entered for a claiming price.

viii. 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.

ix. In the event a race offered in the "Condition Book," including but not limited to a "Substitute" or other alternative race, and an "Extra" race published elsewhere receive the same number of entries, the race published in the Condition Book shall be considered the preferred race, and will be utilized before any Extra Race to make the card go. Should a drawn race or races be cancelled due to an act of God or otherwise, Track shall make every effort to offer said races to horsemen as Extra Race(s) as soon as possible. Further, said race(s) will have preference over Substitute or other alternative race(s), and Extra races published elsewhere receiving the same number of entries, Track shall make every effort to inform horsemen of such preference when races are published. Further, should Track elect to use an Extra over a filled Substitute race, it shall immediately notify TOC and explain the rationale for the decision.

x. 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.

xi. If and when allowed by government regulations: Track agrees to provide to the owner or owners of a horse competing in a race, on the day of the race, at a minimum, free clubhouse seating for a maximum of eight (8) persons per horse competing. The owner or owners of a horse competing in a stakes race, other than a Graded Stakes, shall be the guest of the racetrack in the clubhouse, 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. Unless otherwise approved in advance by TOC, with regard to the running of a Graded Stakes, the owner or owners of a horse competing in that race shall be the guest of the racetrack in the clubhouse, and will be provided complimentary meals and beverages, up to a maximum of four (4) individuals per horse competing;

xii. Further, Track agrees to provide to the owner of a horse that starts in a Grade I, Grade II, or Grade III Stakes Race during the Term a custom "Saddle Towel." The saddle towel will be same saddle towel used in the Grade I, Grade II, or Grade III 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.

xiii. 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.

xiv. 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.

xv. 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.

xvi. Post Time Self Insurance Group ("Post Time") provides workers' compensation insurance for California jockeys as required by California Horse Racing Law. Post Time has advised the TOC that a Per-Start Fee Deduction from each owner's paymaster account

in the amount of $146 (the "Per Start Fee Deduction") is necessary in order to fund the expected workers' compensation costs for jockeys in 2023. In accordance with longstanding past practice, TOC continues to and does hereby authorize and direct Track's Paymaster of Purses to make the Per-Start Fee Deduction from each owner's horsemen's account, unless Post Time provides Track with written notice that an owner has opted out of the Per-Start Fee Deduction. Any such notice of an owner's opt-out must be given by Post Time to Track via email delivered to Track's Paymaster of Purses and bearing a subject line of "Notification of Owner Opt-Out of Per Start WC Fee," with such notice only taking effect upon receipt. If the owner opts out, then Track's Paymaster of Purses shall not make the Per-Start Fee Deduction from such owner's horsemen's account.

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 that its Racing Secretary will inform the TOC, with at least forty-eight (48) hours' notice, of when it will hold its final proof meeting to discuss the Condition Book prior to the Condition Book being sent to the printer so that the TOC can discuss in good faith any comments, questions, or proposed changes the TOC may have regarding the proposed Condition Book and so that any such agreed upon changes can be made before the Condition Book is finalized and sent to the printer.

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.

h. Track agrees that, in the event Track enters into an agreement to conduct a promotion that affects takeout or a rebate/bonus to the public, Track will first consult with TOC and provide the details regarding said promotion. In the event that any such promotion that affects takeout or a rebate/bonus to the public has an effect on the amount of purses TOC receives, Track shall, solely to the extent of the impact on purses, obtain the TOC's prior written consent to offer such promotion that affects takeout or a rebate/bonus to the public.

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 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 are entered in an allowance or overnight stakes race with six (6) separate wagering interests, and provided such horses are stabled on the grounds of either Santa Anita, or another CHRB approved auxiliary stabling facilities located 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 with at least seven (7) separate wagering interests, and provided such horses are stabled on the grounds of either Santa Anita, or another CHRB-approved auxiliary stabling facilities located in Southern California, such race shall be considered filled and shall run.

b. 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 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 race shall not be opened up in the event there is a minimum of six (6) betting interests entered by 9:00 a.m. as Cal-Bred horses provided that such horses are stabled on the grounds of Santa Anita, or another CHRB-approved auxiliary facilities located in Southern California.

d. The provisions of Section 11 relating to listing the names of the horses that did enter shall also apply.

13. Stall Assignments.

a. Track shall, during each individual race meet which occurs during the Term, provide a minimum of 1,900 stalls 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 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. 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 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 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 cost subsidies. In furtherance of the foregoing, Track agrees to meet monthly with TOC to share and review workout and start data on all horses stabled at Track and at approved auxiliary stabling sites when Track is conducting its live racing meets and to discuss the appropriate policies to implement for trainers of horses who do not start their horses on average a reasonable number of times per year in California factoring the cost to Track and TOC of providing such stabling. Track and TOC have agreed to reduce the number of days of training available at approved auxiliary facilities from seven (7) days to six (6) days.

d. At the start of its live race meet, Track shall not allocate more than forty (40) stalls to any one trainer in the aggregate at Track and at approved auxiliary stabling sites when Track is conducting its live racing meets. 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, upon written notice to TOC. 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.

e. Track agrees that its stalls will be ready, available, and allocated, and the main track and training track will, with respect to each individual race meet during the Term, be open, available, and in condition for training prior to each individual race meet during the Term at no charge to horsemen in accordance with the 2022 Southern California Stabling and Vanning Agreement which was entered into by and between TOC and Track, among other parties ("Stabling Agreement").

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

g. Track agrees that it will keep the main track and training track in a safe condition during each individual race meet during the Term and while the main track and training track are open for training preceding and following such race meet.

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 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.

a. Track shall, at least sixty (60) days prior to the opening of each individual race meet during the Term, notify the CHRB and TOC of the CHRB-approved auxiliary stabling facilities that 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 so long as each facility is recognized as an approved year-round training facility by the CHRB.

b. Track agrees it will provide auxiliary stall applications for horses to be stabled at auxiliary stabling facilities well in advance of the opening of each individual race meet which takes place during the Term.

c. TOC and Track agree to use their commercially reasonable efforts to cause eligible horsemen to be reimbursed promptly for vanning as provided in §§19535(b) and 19605.7(d) of the Business and Professions Code. TOC and Track further agree to support the use of the structured vanning system as outlined in the current agreement between Southern California Stabling & Vanning Committee and K.C. Horse Transport, Inc.

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, 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, unless Track and TOC agree to produce a co-op to reduce the cost of horsemen supplies, 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.

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.

20. Credentials and Horsemen's Services.

a. Track agrees to provide owner 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 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.

21. Training Facilities.

a. At all times during the Term when Track is scheduled to be open for training, Track will cause the main track to be open at 4:45 A.M. and to remain open until 10:00 A.M. every day of the week, unless otherwise agreed upon following consultation between Track and TOC.

b. It is the intent of Track and TOC that the main track and training 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 seven (7) days a week on each day horses are stabled at Track, unless otherwise agreed to by the parties.

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 main track, grass course, or training track, or the entrance area to or from the main track, grass course, or training track, in each case including a driver and at all times in compliance with any rule,

regulation, or directive of the CHRB with regards to ambulance service, staffing, and/or emergency medical protocol. 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. Track agrees, while horses are stabled at Track during the Term, to have a manned, operating starting gate for training on the main track at least six days a week.

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.

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.

23. Race Sponsorships.

a. In the event that Track enters into a sponsorship agreement where the only term of the sponsorship agreement is that in consideration for cash the sponsor shall be the named or presenting sponsor of a race, Track and TOC shall use good faith efforts to come to a mutually agreeable allocation of the proceeds. Without limiting the foregoing, and by way of clarification, the foregoing shall not apply to any sponsorship or other business deal entered into by Track whereby other elements are included in the sponsorship agreement (or other business deal) in addition to the race naming rights, e.g., marketing, hospitality, banners, advertisements, joint promotions, giveaways, activations, etc.

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 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 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 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.

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, Golden Gate Fields, 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.

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).

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:

Eric Sindler
Santa Anita Park
285 W. Huntington Drive
Arcadia, CA 91007
Eric.Sindler@monarchmgmt.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. Video Surveillance. TOC acknowledges that the restricted areas of Santa Anita Park, including, without limitation, the area commonly referred to as the "backside," which includes, without limitation, the barns, shed rows, feed sheds, tack rooms, stalls, stakes barn, and receiving barn is under continuous recorded video surveillance. TOC consents to such continuous recorded video surveillance. TOC hereby acknowledges that with respect to the continuous recorded video surveillance within the restricted areas of Santa Anita Park its horsemen have no expectation of privacy except in bathrooms and living quarters. TOC further acknowledges that Track will make copies of the footage available to the CHRB, all law enforcement agencies, and certain other parties upon reasonable request from the CHRB, such law enforcement agencies or such certain other parties. Additionally, TOC acknowledges that Track shall make copies of the footage available pursuant to the terms of a valid subpoena or order issued by a court of competent jurisdiction or by a governmental body. Tampering with the video surveillance equipment is prohibited may result in a fine and/or expulsion from Santa Anita Park.

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 adjacent to the winner's circle.

40. 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 Santa Anita Park. 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 Santa Anita Park during the Term.

41. Historic Horse Racing. Track shall not implement Historic Horse Racing at Track or Online without first obtaining the consent of the TOC and the CHRB.

42. Other California Matters.

a. Inclement Weather Policy. The Inclement Weather Policy that set forth in Exhibit E.

b. Race Day Medication. The Race Day Medication Agreement is set forth in Exhibit E.

43. Miscellaneous.

a. Modifications. This Agreement constitutes the entire agreement between the Parties hereto and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between the Parties. 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 fax, 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).

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]

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

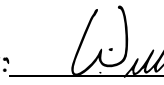
Los Angeles Turf Club, Incorporated	Thoroughbred Owners of California
By:	By: 
Name: Nate Newby	Name: William A. Nader
Title: Senior Vice President/ General Manager	Title: President & CEO

Exhibit A
Stakes Schedule

Pending as of 11/10/23

Exhibit B
Overnight Purse Schedule

Pending as of 11/10/23

Exhibit C

Workout Criteria – See Attached

Exhibit D

Average Daily Purse Projection and Current Over/Under Payment

Exhibit E

Inclement Weather Policy

See attached.

Race Day Medication Agreement

See attached.

Exhibit F

Fire and Disaster Policy

Attached

BESSO LIMITED

CONTRACT OF INSURANCE

THOROUGHBRED OWNERS OF CALIFORNIA

Policy No: NOKS50008023

PERIOD OF INSURANCE:

From 1st May 2023 to 1st May 2024

Complaints Procedures

Besso Limited is dedicated to providing you with a high quality service and all efforts are made to ensure that we maintain this at all times. However, if you feel that we have not provided you with a first class service, please inform us immediately and we will do our very best to resolve the problem in a professional and timely manner. Our Contact details are as follows:-

Besso Limited
2 Minster Court
London
EC3R 7PD

Telephone: + 44 (0) 020 7480 1000
E-Mail: complaints@besso.co.uk

In the event that you still remain dissatisfied and wish to make a complaint, you can refer the grievance to the Policyholder & Market Assistance, Lloyd's, who should, in most circumstances, be able to review the matter. Their contact details are as follows:-

Complaints
Lloyd's
One Lime Street,
London,
EC3M 7HA.

Telephone: +44 (0) 020 7327 5693
Facsimile: +44 (0) 020 7327 5225
E-mail: complaints@lloyds.com
Website: www.lloyds.com/complaints

Both Besso Limited and Lloyd's are authorised and regulated by the Financial Conduct Authority based at the following address:-

Financial Conduct Authority
25, The North Colonnade
Canary Wharf
London
E14 5HS

Telephone: + 44 (0) 0207 066 1000

CALIFORNIA SURPLUS LINES NOTICE 1 (POST BIND)

IMPORTANT NOTICE

1. The insurance policy that you have purchased is being issued by an insurer that is not licensed by the State of California. These companies are called "nonadmitted" or "surplus line" insurers.

2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.

3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.

4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or "surplus line" broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website www.insurance.ca.gov. Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC's internet website at www.naic.org. The NAIC - the National Association of Insurance Commissioners - is the regulatory support organization created and governed by the chief insurance regulators in the United States.

5. Foreign insurers should be licensed by a state in the United States and you may contact that state's department of insurance to obtain more information

about that insurer. You can find a link to each state from the NAIC internet website: https://naic.org/state_web_map.htm.

6. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on the NAIC's International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or "surplus line" broker to obtain more information about that insurer.

7. California maintains a "List of Approved Surplus Line Insurers (LASLI)." Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance: www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm.

8. If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker's fee charged for this insurance will be returned to you.

CALIFORNIA SURPLUS LINES NOTICE 2

This insurance is issued pursuant to the California Insurance Code, Sections 1760 through 1780, and is placed in an insurer or insurers not holding a Certificate of Authority from or regulated by the California Insurance Commissioner.

LMA9030
01 September 2013

CALIFORNIA COMPLAINTS NOTICE

To request assistance or make an initial complaint, you should contact the Broker referred to in the Claims Notification set forth in the RISK DETAILS.

In the alternative, or if you are dissatisfied with the resolution of your complaint by the above party, you may wish to contact the Lloyd's Complaints Department at:

Lloyd's Complaints Department
c/o Lloyd's America Inc.
280 Park Avenue,
East Tower, 25th Floor,
New York, NY 10017,
USA

Phone: 1-844-849-7828
Email: complaints@lloyds.com

The California Department of Insurance should be contacted only after discussions with the insurer, its agent, or representative, have failed to produce a satisfactory resolution. You may contact the California Department of Insurance to obtain information on your rights or make a complaint at:

Consumer Hotline
1-800-927-4357 (HELP)

TDD Number
1-800-482-4833 (TTY)

California Department of Insurance
Consumer Services Division
300 South Spring Street, South Tower
Los Angeles, CA 90013

LMA9136A
18 August 2020

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SECTION I

ENDORSEMENTS

Endorsements attaching after issuance of this Contract of Insurance to be inserted after this page.

SECTION II

RISK DETAILS

INFORMATION

SECURITY DETAILS / SIGNING SCHEDULE

RISK DETAILS

UNIQUE MARKET REFERENCE: B0595NOKS50008023

POLICY NUMBER: **NOKS50008023**

TYPE: Fire and Disaster – Restricted Perils only including California Earthquake, but excluding Wildfire.

INSURED: **Thoroughbred Owners of California,**
The California Thoroughbred Trainers,
The Federation of California Racing Associations
('TOC') and all its Members and Affiliates

Mailing Address: c/o Del Mar Thoroughbred Club
P.O. Box 700,
Del Mar,
CA 92014

PERIOD: From: 1st May 2023

To: 1st May 2024

both days at 12.01 a.m. Local Standard Time at the location of the property insured.

INTEREST: Bloodstock at or whilst in direct transit between any specified locations (bloodstock defined as thoroughbreds, Arabians, Quarter Horses, and Paint Horses which are racing and/or training for racing and stable ponies which is used in the racing and/or training of same horses).

SUM INSURED: Any one horse: up to a maximum of USD 25,000.

Any one occurrence: up to a maximum of USD 300,000.

In the annual aggregate: up to a maximum of USD 1,500,000.

EXCESS OF Deductibles.

DEDUCTIBLES: Any one racehorse: USD 1,000 (not exceeding USD 1,000 any one TOC member any one occurrence).

Any one occurrence: USD 25,000 (with a maximum aggregate deductible of USD 50,000).

SUBJECTIVITIES: Confirmation no changes in loss record prior to renewal date.
Confirmation Stall/Races SOV is correct for 2023 year as per Appendix 1.

SUBLIMITS: Any one racehorse (2 year old and older, raced/unraced): up to a maximum of USD 25,000: Fair Market Value of the horse to apply in the event of loss.

Any one stable pony: USD 1,000.

Tack per insured racehorse or stable pony USD 500, not exceeding USD 5,000 any one TOC member any one occurrence.

SITUATION: California, U.S.A; as per schedule as attached in Appendix 1 and agreed by Underwriters.

CONDITIONS: Restricted Perils - Wording: Lloyd's Equine Policy (Restricted Perils) NMA 2829 – amended as attached and agreed by MKL Syndicate 3000 plus:-

Condition 9 of the Policy is amended to read as follows:

If at the time of death or HUMANE DESTRUCTION of the HORSE the INSURED has any other insurance in force in respect of the HORSE, whether or not such insurance is valid or collectable, the Underwriters shall be released from all liability in connection with the HORSE, unless the agreement of the Underwriters to such other insurance has been obtained and has been endorsed to this Insurance. If the HORSE is insured elsewhere, the Underwriters shall only be liable under this Insurance for the excess beyond any amount insured by such other insurance in respect of such HORSE up to the FAIR MARKET VALUE, whether or not such other insurance is valid or collectible, subject to the maximum Sum Insured any one animal as stated in this Policy (Risk Details).

This Policy excludes the peril of Wildfire.

Loss Occurrence Clause – as attached.

Collision Clause – as attached.

NMA2918 - War and Terrorism Exclusion Endorsement.

LMA5407 – Cyber Exclusion Endorsement (Equine and Livestock)

LMA3100 - Sanction Limitation And Exclusion Clause.

CL370 - Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical And Electromagnetic Weapons Exclusion Clause.

U.S. Terrorism Risk Insurance Act of 2002 as amended Not Purchased Clause – LMA 5390

Coronavirus Exclusion - LMA5391

Six month update on stall numbers and state breakdown – due 1st November, 2023. To be agreed by MKL Syndicate 3000. If increase is over 15%, Additional Premium may be due.

NOTIFICATION OF CLAIMS TO:

Insurance Office of America
2180 Harvard Street, #450,
Sacramento,
California 95815

NOTICES:

Data Protection Short Form Information Notice LMA9151 amended
California Notice LMA9098B
California Surplus Lines Notice 2 LMA9030
California Complaints Notice LMA9136A

CHOICE OF LAW AND JURISDICTION:

This Insurance shall be governed by and construed in accordance with the law of California, U.S.A. and jurisdiction shall be subject to the provisions of the Service of Suit Clause (U.S.A.) (LMA5020) naming:

Service of Suit Nominee:

Lloyds Nominee: Foley & Lardner LLP, 555 California Street, Suite 1700, San Francisco, CA 94104-1520.

PREMIUM:

USD 39,000 (100%) Annual

PREMIUM PAYMENT TERMS:

PREMIUM PAYMENT CONDITION

PPC TOR (4/86)
It is a condition of this Contract of Insurance that the premium due at inception must be paid to and received by Insurers on or before Midnight on the 30th June 2023

If this condition is not complied with then this Contract will terminate on the above date with the Insured hereby agreeing to pay a premium calculated at not less than pro rata temporis but full policy premium shall be payable to Insurers in the event of loss prior this Contract being cancelled.

TAXES PAYABLE BY THE INSURED AND ADMINISTERED BY INSURERS:

None.

INSURER CONTRACT DOCUMENTATION:

This document contains the contract terms entered into by the insurers and constitutes the contract document.

This contract is subject to US state surplus lines requirements. It is the responsibility of the surplus lines broker to affix a surplus lines notice to the contract document before it is provided to the Insured. In the event that the surplus lines notice is not affixed to the contract document then the insured should contact the surplus lines broker.

No further contractual documentation will be issued unless specifically requested by either the Insured or by Underwriters herein.

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INFORMATION

The following information was provided to Insurer(s) to support the assessment of the risk at the time of underwriting:

Operations:

Horse Racing Operations.

Number of stalls at inception: 9,380 (as per attached – **Appendix 1**)

Loss record:

One loss since 2009 – December 2017 (2017/18 policy year) due to Californian Wildfires (location – San Luis Rey Downs): total loss being USD 300,000.

Underwriting Submission including Schedule of Values as held on file with Besso Limited and seen by Insurer(s) hereon.

APPENDIX 1

To be confirmed and endorsed onto the policy.

SECURITY DETAILS

(RE)INSURERS LIABILITY CLAUSE

(Re)insurer's liability several not joint
The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability
Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

LMA3333
21 June 2007

MODE OF EXECUTION CLAUSE

This contract and any changes to it may be executed by:

a. electronic signature technology employing computer software and a digital signature or digitiser pen pad to capture a person's handwritten signature in such a manner that the signature is unique to the person signing, is under the sole control of the person signing, is capable of verification to authenticate the signature and is linked to the document signed in such a manner that if the data is changed, such signature is invalidated;

b. a unique authorisation provided via a secure electronic trading platform

c. a timed and dated authorisation provided via an electronic message/system;

d. an exchange of facsimile/scanned copies showing the original written ink signature of paper documents;

e. an original written ink signature of paper documents (or a true representation of a signature, such as a rubber stamp).;

The use of any one or a combination of these methods of execution shall constitute a legally binding and valid signing of this contract. This contract may be executed in one or more of the above counterparts, each of which, when duly executed, shall be deemed an original.

ORDER HEREON: 100% of 100%

BASIS OF WRITTEN LINES: Percentage of Whole.

SIGNING PROVISIONS: In the event that the written lines hereon exceed 100% of the order, any lines written "to stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the insurers.

However,

a) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;

b) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the insured and all insurers whose lines are to be varied. The variation to the contracts will take effect only when all such insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.

INSURERS WRITTEN LINES:

1. In a co-insurance placement following (re)insurers may, but are not obliged to, follow the premium charged by the lead (re)insurer.

2. (Re)insurers may not seek to guarantee for themselves terms as favourable as those which others subsequently achieve during the placement.

This information can be found within the Security Schedule/Signed Line Pages

SECTION III

TERMS AND CONDITIONS

LLOYDS EQUINE POLICY
(Restricted Perils)

Words and terms appearing in all capital letters (other than headings) are defined in the GLOSSARY below.

The use of the word “his” “him” or “he” means: his, him, he, hers, her, she and their, as applicable.

GLOSSARY

As used herein:

1. FAIR MARKET VALUE means:

   The price at which ownership of the HORSE would change between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of relevant facts.

2. HORSE means:

   Whole or part interest of the HORSE or HORSES specified in the Schedule.

3. HUMANE DESTRUCTION means:

   a) that the HORSE incurs an injury or is afflicted with an excessively painful disease, and a VETERINARIAN appointed by the Underwriters shall first have given a certificate that the suffering of the HORSE is incurable and so excessive that immediate destruction is imperative for humane reasons; or

   b) that the HORSE incurs an injury and a VETERINARIAN appointed by the INSURED shall first have given a certificate that the suffering of the HORSE is incurable and so excessive that immediate destruction is imperative for humane reasons without waiting for the appointment of a VETERINARIAN by the Underwriters.

4. INSURED means:

   The person(s), partnership, corporation or organization specified in the Schedule.

5. VETERINARIAN means:

   A veterinary surgeon experienced in equine practice with a currently valid license, issued by the appropriate government agency, allowing him to practice veterinary medicine.

6. POST-MORTEM means:

   A post-mortem, which shall include a necropsy examination, made by a VETERINARIAN to establish the cause of death or the reason for the HUMANE DESTRUCTION of the HORSE.

INSURING AGREEMENT

The Underwriters agree that, subject to the following terms and conditions, in the event of the death or HUMANE DESTRUCTION of the HORSE resulting solely from one or more of the following named perils:

a) fire, lightning, explosion or smoke resulting therefrom;

b) collision, derailment or overturning of the conveyance in which the HORSE is being conveyed by railroad;

c) sinking, burning or collision of vessels in or on which the HORSE is being conveyed in respect of inland waterways only;

d) collision or overturning of the road vehicle in which the HORSE is being conveyed;

e) accident to an aircraft in which the HORSE is being conveyed; or

f) windstorm, hail, earthquake, flood or objects falling from aircraft,

and occurring:

i) during the period of this Insurance; or

ii) for insurances with an annual period or longer only, within ninety (90) days after the expiration of this Insurance as a result of any accident, from a named peril, occurring during the period of this Insurance, and subject to immediate written notice of such accident having been given to the Underwriters and before the expiration of this Insurance,

the Underwriters will indemnify the INSURED in respect of the FAIR MARKET VALUE of the HORSE at the time of the injury, from a named peril, causing its death or HUMANE DESTRUCTION, up to but not exceeding the limit of the Underwriters' liability specified in the Schedule.

INSURED'S AGREEMENT

The INSURED agrees to adhere to all of the terms and conditions of this Insurance and agrees that failure to satisfy any terms and conditions of this Insurance shall release the Underwriters from all liability for individual claims or from this Insurance entirely as stated in Condition 11.

EXCLUSIONS

1. This Insurance does not cover intentional slaughter whether by or under the order of any government or public or local authority or any person or body having or claiming jurisdiction in the matter or otherwise.

   The Underwriters will not invoke this exclusion:

   a) where the Underwriters shall have expressly agreed to the destruction of the HORSE; or

   b) in the case of HUMANE DESTRUCTION;

2. This Insurance does not cover death or HUMANE DESTRUCTION directly or indirectly caused by, happening through, in consequence of or contributed to by one or more of the following:

   a) any surgical operation unless conducted by a VETERINARIAN and certified by him to have been necessitated solely as a result of a named peril occurring during the period of this Insurance, and to have been carried out in an emergency attempt to save the HORSE'S life; or

   b) the administration of any medication unless by a VETERINARIAN (or experienced personnel directed by him) and certified by that VETERINARIAN to have been necessitated solely as a result of a named peril occurring during the period of this Insurance. As used in this Insurance, medication includes any drug, hormone, vitamin, protein or other substance other than unadulterated food or drink; or

   c) malicious or willful injury or intentional acts or omissions by the INSURED, his family, representatives, agents, employees, bailees or other persons who have care, custody or control of the HORSE; or

   d) failure by the INSURED, his family, representatives, agents, employees, bailees or other persons who have care, custody or control of the HORSE to provide proper care and attention to the HORSE; or

   e) the use of the HORSE for any purpose other than that specified in the Schedule.

3. This Insurance does not cover death or HUMANE DESTRUCTION directly or indirectly caused by, happening through, in consequence of or contributed to by one or more of the following:

   a) Radioactive contamination; or

   b) confiscation or nationalization or requisition by or under the order of any government or public or local authority or any person or body having or claiming jurisdiction in the matter, or

   c) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, strikes, riots or civil commotion.

   In any claim, and in any action, suit or proceeding to enforce a claim for death or HUMANE DESTRUCTION under this Insurance, the burden of proving that the death or HUMANE DESTRUCTION does not fall within Exclusion 3(a), (b), or (c) shall be upon the INSURED.

CONDITIONS

1. It is a condition precedent to any liability of the Underwriters that at the commencement of this Insurance the HORSE is, with the exception only of those conditions which have been completely and accurately disclosed to and accepted in writing by the Underwriters, in sound health and free from any illness, disease, lameness, injury or physical disability whatsoever.

   This condition precedent shall also apply in respect of:

   a) any additional sums insured on the HORSE already insured; and/or

b) any HORSE added to this Insurance; and/or

c) any other extension of or addition to coverage.

In any of the above cases (a), (b) or (c), this condition precedent must be satisfied as of the date of such increase, addition or other extension of or addition to coverage.

2. It is a condition precedent to any liability of the Underwriters that, at the commencement of this Insurance (or any increase, addition or other extension to coverage), the INSURED is the sole owner of the HORSE. This Insurance shall cease to cover the HORSE immediately when the INSURED sells the HORSE or parts with any interest in the HORSE, whether temporarily or permanently.

3. In the event that at any time during the period of this Insurance the HORSE is:

a) entered or raced in any claiming race where the claiming price is less than the Underwriters' limit of liability specified in the Schedule, then the Underwriters' limit of liability shall automatically be reduced to a sum not exceeding the lowest amount for which the HORSE could have been claimed or sold in such race; or

b) entered into a public auction but not sold and the Underwriters' limit of liability specified in the Schedule exceeds the highest amount bid at such public auction, then the INSURED shall inform the Underwriters in writing within seven (7) days thereafter and shall substantiate any limit of liability which exceeds the highest bid at such public auction, or the Underwriters' limit of liability specified in the Schedule will automatically reduce at the expiration of seven (7) days to the highest amount bid at such auction.

In the event that the Underwriters' limit of liability specified in the Schedule is reduced under this condition, the INSURED shall be entitled to a return of premium on the amount by which this Insurance shall have been reduced, calculated on a pro rata basis from the date of such reduction.

4. It is a condition precedent to any liability of the Underwriters that, during the entire period of this Insurance, the HORSE shall remain within the Continental United States of America or Canada including transits therein and between.

5. It is a condition precedent to any liability of the Underwriters that:

a) in the event of any lameness, illness, disease, injury, accident or physical disability whatsoever as a result of a named peril occurring during the period of insurance to the HORSE, the INSURED shall immediately at his own expense employ a VETERINARIAN and shall, if required by the Underwriters, allow removal of the HORSE for treatment; and

b) in the event of the death or HUMANE DESTRUCTION as a result of a named peril occurring during the period of insurance of the HORSE, the INSURED shall immediately at his own expense arrange for a POST-MORTEM to be done by a VETERINARIAN to establish the cause of death and submit a copy of the report to the Underwriters as soon as possible after the death or HUMANE DESTRUCTION of the HORSE; and

c) in the event of either 5a) or b), the INSURED shall immediately give notice by telephone or telecopy to the person or persons specified for the purpose in the Schedule, who will instruct a VETERINARIAN on the Underwriters' behalf, if deemed necessary; and

d) the Underwriters reserve their rights to have a POST-MORTEM carried out by their VETERINARIAN.

6. After receiving permission from the Underwriters, the INSURED shall arrange for the removal and disposal of the remains of the HORSE at his own expense. The Underwriters are entitled to receive any money recoverable by the INSURED in excess of the removal and disposal costs if the remains are sold.

7. It is a condition precedent to any liability of the Underwriters that the INSURED shall file with the Underwriters a detailed sworn proof of loss within sixty (60) days after the death or HUMANE DESTRUCTION of the HORSE.

8. It is a condition precedent to any liability of the Underwriters that the INSURED shall at all times cooperate with the Underwriters and their representatives in the adjustment and investigation of any claim or potential claim by:

a) providing the Underwriters and their representatives with access to any person(s), information, records and documents they may require; and

b) the INSURED, his family, representatives, agents, employees, bailees or other persons having care, custody or control of the HORSE submitting to examinations under oath, if required by the Underwriters.

~~9. If at the time of death or HUMANE DESTRUCTION of the HORSE the INSURED has any other insurance in force in respect of the HORSE, whether or not such insurance is valid or collectable, the Underwriters shall be released from all liability in connection with the HORSE, unless the agreement of the Underwriters to such other insurance has been obtained and has been endorsed to this Insurance. If the HORSE is insured elsewhere, the Underwriters shall only be liable under this Insurance for the excess beyond any amount insured by such other insurance in respect of such HORSE up to the FAIR MARKET VALUE, whether or not such other insurance is valid or collectible, subject to the maximum Sum Insured any one animal as stated in this Policy (Risk Details)..~~

10. If the Underwriters make any payment under this Insurance, then the Underwriters shall be subrogated, to the extent of such payment, to all rights and remedies of the INSURED against any party and shall be entitled at their own expense to sue in the name of the INSURED.

The INSURED shall execute all documents and give to the Underwriters all such assistance as the Underwriters may require to secure such rights and remedies. The INSURED shall do nothing to jeopardize or extinguish the Underwriters' rights of subrogation.

IMPORTANT NOTE

Any breach of any of the above Conditions 1 through 10 and/or any one or more of the additional conditions set forth in any endorsement to this Insurance, whether the INSURED has personal knowledge of such circumstances or events or such knowledge is confined to his family, representatives, agents, employees, bailees or other persons who have care, custody or control of the HORSE, shall render the INSURED's claim null and void and release the Underwriters from all liability.

11. This Insurance is null and void and the Underwriters are released from all liability hereunder if the INSURED has:

a) concealed, misrepresented, omitted and/or failed to disclose any material fact or circumstance relating to this Insurance; and/or

b) made any claim knowing the same to be false or fraudulent, as regards amount or otherwise.

12. Cancellation

a) This Insurance may be cancelled on a short rate basis as set out below at the written request of the INSURED stating at what date thereafter such cancellation is to be effective.

Short Rate Scale (being the Underwriters' retained premium)

up to 3 months	40% of annual rate
up to 6 months	70% of annual rate
up to 9 months	85% of annual rate
over 9 months	100% of annual rate

b) This Insurance may be cancelled by the Underwriters at any time by mailing written notice to the INSURED's address as shown in the Schedule, stating a date at least five (5) days from the date of the notice when cancellation will be effective. In such case the Underwriters shall return the paid premium less the earned portion calculated on a pro rata basis from the date of such cancellation.

c) If a loss is paid on the HORSE whether by settlement, compromise or otherwise, no return of premium shall be allowed in respect of the HORSE.

13. Provided that coverage under this Insurance has been admitted in writing by the Underwriters and the only dispute between the INSURED and the Underwriters is the FAIR MARKET VALUE of the HORSE, then the dispute shall be submitted to and resolved by three arbitrators selected from the panel of Arbitrators of the American Association of Arbitrators (AAA), in accordance with the Commercial Arbitrators Rules of the AAA in effect at the time of such dispute.

Such arbitration will be the exclusive remedy available to the parties in order to resolve a dispute as to the FAIR MARKET VALUE of the HORSE. The INSURED, however, may not initiate such arbitration against the Underwriters unless the INSURED has first complied with all of the terms and conditions of this Insurance and has given written notice to the Underwriters of his intention to arbitrate within twelve months from the date of loss of the HORSE.

Any such arbitration proceeding shall be held at an Office of the AAA which is closest to where the INSURED resides, or as agreed by the Arbitrators.

All administrative fees and expenses of the AAA and the Arbitrators' fees shall be shared equally between the INSURED and the Underwriters, subject to the final apportionment by the Arbitrators in the award. Attorney fees and witness fees shall be paid by the party incurring them.
The INSURED and the Underwriters shall both be entitled to conduct and obtain discovery as provided for by the Federal Rules of Civil Procedure prior to any hearings conducted by the Arbitrators. Any disputes arising out of or in connection with such discovery shall be submitted to the Arbitrators for determination.

Any award rendered by the Arbitrators shall be final and binding upon the INSURED and the Underwriters and may be entered in any Court of competent jurisdiction.

14. It is agreed that in the event of the failure of the Underwriters to pay any amount claimed to be due, the Underwriters, at the request of the INSURED, will submit to the jurisdiction of any Court of competent jurisdiction within the United States. Nothing in this clause constitutes or should be understood to constitute a waiver of the Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or any State in the United States. It is further agreed that service of process in such suit may be made upon the person named in the Schedule and that in any suit instituted against any one of them upon this Insurance, the Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

    The person(s) on whom service of process may be made is/are named in the Schedule and is/are authorized and directed to accept service on behalf of the Underwriters in any such suit and/or upon the request of the INSURED to give a written undertaking to the INSURED that he will enter a general appearance upon the Underwriters' behalf in the event such a suit shall be instituted.

    Further, pursuant to any statute of any State, territory or district of the United States which makes provision therefor, the Underwriters designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any law process in any action, suit or proceeding instituted by or on behalf of the INSURED or any beneficiary hereunder arising out of this Insurance, and designate the person(s) named in the Schedule, to whom the said officer is authorized to mail such process or a true copy thereof.

15. The INSURED may not bring legal action against the Underwriters unless the INSURED has first complied with all the terms and conditions of this Insurance and commenced such legal action within twelve months from the date of loss of the HORSE.

15. Terms of this Insurance which are in conflict with the laws of the state or country in which this Insurance is issued are hereby amended to conform to such laws.

NMA2829 (amended)

LOSS OCCURRENCE CLAUSE

The term ‘Loss Occurrence’ shall mean the sum of all individual losses directly occasioned by any one disaster, accident, or loss or series of disasters, accidents, or losses arising out of one event, which occurs within the territorial limits of the policy.

However, the duration and the extent of any one ‘Loss Occurrence’ shall be limited to all individual losses sustained by the INSURED occurring during the period of 14 consecutive days arising out of and directly assigned by the same event except that the term ‘Loss Occurrence’ shall be further defined as follows:

i) As regarding fire, lightning, explosion, windstorm, hail, flood, all individual losses sustained by the Company occurring during any period of 14 consecutive days arising out of and directly occasioned by the same event.

iii) As regards earthquake (the epicentre of which need not necessarily be within the Territorial Limits referred to in the Schedule) and fire following directly occasioned by the earthquake, only those individual fire losses which commence during the period of 14 consecutive days may be included in the ‘Loss Occurrence’.

It is agreed that the Assured may choose the date and time when any such period of consecutive days commences, provided that it is not earlier than the date and time of the occurrence of the first recorded loss sustained by the INSURED arising out of that disaster, accident, or loss and provided that only one such period of 14 consecutive days shall apply to one event.

It is understood that losses arising from a combination of two or more perils as a result of the same catastrophe shall be considered as having arisen from one ‘Loss Occurrence’. Notwithstanding the foregoing, the limitations as stated above shall not be exceeded as respects the applicable perils.

MKL-LOC

COLLISION CLAUSE

Through Collision or derailment or overturn of a vehicle on which the INSURED property is being transported to and/or from a qualifying facility as indicated on Covered Locations within **Appendix 1** to and/or from another qualifying facility as indicated on Covered Locations within **Appendix 1** or a Public Training Centre and/or Private Farm which is listed on Covered Locations within **Appendix 1** and qualifies for the "Race and Return" collision provisions of this policy ONLY, provided the following information has been supplied by said Public Training Centre and/or Private Farm to the Thoroughbred Owners of California and the INSURER.

i) Name of Public Training Centre and/or Private Farm ("Facility");

ii) Address of Facility;

iii) Length of time Facility has been in operation;

iv) Name of principal owner of Facility;

v) List of race track(s) that horsemen at Facility most often ship to and from;

vi) Name of transport company(ies) and equipment used for the transport of horses at the Facility;

vii) Any claims or accidents of van drivers servicing the Facility in the past three (3) years;

viii) Average number of round.

WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

(1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

(2) any act of terrorism.
For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event of any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

NMA2918
08/10/2001

CYBER EXCLUSION ENDORSEMENT (EQUINE AND LIVESTOCK)

This policy does not cover any loss, damage, liability, claim, cost, fee or expense caused by:

i. the use of, or inability to use;
ii. any error or omission relating to the use of; or
iii. any hoax or threat relating to the use of;

any application, process or software.

LMA5407
27 November 2019

SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA3100

15 September 2010

CORONAVIRUS EXCLUSION

Your Insurance Policy does not cover any claim in any way caused by or resulting from:

a) Coronavirus disease (COVID-19);
b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
c) any mutation or variation of SARS-CoV-2;
d) any fear or threat of a), b) or c) above.

LMA5391
04 March 2020

INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
   1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

   1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

   1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like eaction or radioactive force or matter

   1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes

   1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

CL370

10/11/2003

U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED NOT PURCHASED CLAUSE

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

It is hereby noted that the Underwriters have made available coverage for “insured losses” directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended (“TRIA”) and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

LMA5390

09 January 2020

SERVICE OF SUIT CLAUSE (U.S.A.)

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within this Policy. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance (or reinsurance).

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon the Nominee stated in the RISK DETILS and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

LMA5020
14/09/2005

DATA PROTECTION SHORT FORM INFORMATION NOTICE (LAYER 1)

Your personal information notice

Who we are
We are the underwriter(s) identified in the contract of insurance and/or in the certificate of insurance.

The basics
We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit.

This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

Other people's details you provide to us
Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

Want more details?
For more information about how we use your personal information please see our full privacy notice(s), which is/are available online on our website(s) or in other formats on request.

Contacting us and your rights
You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact us, as your London Broker, at:

Broker Details: Besso Limited, 2 Minster Court, London, EC3R 7PD, +44(0)20 740 1000
complaints@besso.co.uk
http://www.besso.co.uk/web/privacy-notice

LMA9151 amended
25 April 2018

SECURITY DETAILS

REFERENCES

UMR (Unique Market Reference): B0595NOKS50008023

Date contract printed to PDF: 10:59 09 May 2023

SIGNED UNDERWRITERS

Markel International

MARKEL®

MKL 3000

100.000000% **Written**	C	F	6	5	3	1	A	2	3	E	A	A				NB

100.000000% **Signed**

15:40 04 May 2023
Lloyd's Underwriter Syndicate No. 3000 MKL, London, England
Ollie Atkin
Bound as Slip Leader, Lloyd's Leader

Race Meet Agreement

Winter/Spring 2024

Between

Los Angeles Turf Club, Incorporated

And

California Thoroughbred Trainers

December 20, 2023 – June 18, 2024

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2024 Winter/Spring Race Meet Agreement
Santa Anita Park & California Thoroughbred Trainers

This Agreement is entered into by and between Los Angeles Turf Club, Incorporated ("Track") and the California Thoroughbred Trainers, Inc. ("CTT") and becomes effective on December 20, 2023.

RECITALS

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

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

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

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

AGREEMENT

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

1. Term. Except as otherwise provided herein, the provisions of this Agreement shall be applicable only to the thoroughbred race meet conducted by Track under license from the CHRB for the period commencing December 20, 2023, through June 18, 2024 (the "Term").

2. Intentionally Omitted.

3. CTT Distributions.

a. Track shall pay to CTT during the Term the sums required by Section 19613(b) of the California *Business & Professions Code*. Specifically, Track shall pay one percent (1%) to CTT Backstretch Employees' Retirement Savings Pension Plan and one-half percent (1/2%) 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. Purse money and commissions generated from Simulcasting shall be divided in accordance with the applicable provisions of the California *Business and Professions Code*.

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

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

4. Intentionally Omitted.

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

6. Stall Assignments.

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

b. Track agrees to use its commercially reasonable efforts to provide stalls to horses that are in a condition to train and run at each individual race meet which occurs during the Term. Stalls will be allocated and made available, without charge, to those thoroughbred horses for which Track's Racing Secretary has approved stalls. Stalls shall be assigned only to trainers engaged in the care and training of thoroughbreds which Track has approved and to

which Track has allocated stalls to prepare for racing. Track's obligations to furnish and allocate stalls shall be subject to Track's right to withdraw stalls allocated to horses not currently approved for racing or preparation for racing, or not actually training for racing, or for Track's needs for access to such stalls for repairs, maintenance, and construction. CTT members shall cooperate with Track to provide reasonable access to occupied stalls for necessary repairs, maintenance, and construction. The name of any trainer not cooperating with reasonable access shall be provided to CTT within 24 hours of such non-cooperation. Track will assure that stalls being repaired will be substituted for by other stalls at Track's cost, if applicable. Prior to the stable area opening for occupancy, as set forth in subsection (f) below, and at any other time upon CTT's request, Track shall provide to CTT a detailed report (by barn and stall number) of all significant repairs and improvements accomplished within the prior 60 days. Track and CTT agree that structural and infrastructure repairs and maintenance to enhance equine and human safety shall have priority over other improvement projects.

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

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

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

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

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

8. Exclusion/Suspension of a Trainer.

a. Bases, Legal Standard.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Stabling at and Vanning from Auxiliary Stabling Facilities.

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

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

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

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

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

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

14. Anti-Monopoly Provision.

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

b. CTT acknowledges that Track must provide, maintain, and control reasonable access to and from Track property; security for persons and property; traffic regulation; and numerous other activities related to the racing industry. Accordingly, CTT agrees that Track may, for a reasonable and proper cause, restrict or prohibit any serviceman, supplier,

or vendor from having access to the grounds and the horsemen, provided that CTT will be given a minimum 24-hour prior written notice by Track that a particular serviceman, supplier, or vendor will be denied further access or privileges to Track grounds or property. Notwithstanding anything to the contrary herein, horsemen shall have the right to use their own hot-walking machines or acquire hot-walking machines from any source they may determine.

15. Credentials.

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

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

16. Training/Stabling/Employee Housing Facilities.

a. At all times during the Term which Track is scheduled to be open for training, Track will cause the main track to be open for training at 4:45 a.m. and to remain open for training until 10:00 a.m. every day of the week.

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

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

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

e. Track agrees, while horses are stabled at Track to have a manned, operating starting gate for training on the main track.

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

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

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

i. Track shall maintain stabling and keep all stalls in good repair. Stalls shall be maintained in such condition that they are safe, useable, and promote the safety and health of the horses, and that of people who work with and have other contact with horses.

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

17. Track Safety.

a. Within a reasonable time following its receipt, not to exceed 72 hours, Track agrees to provide or otherwise make reasonably available to CTT for review, and to meet with CTT representatives at mutually agreeable times during the Term, or otherwise, to discuss, information concerning the soil or material composition, construction, engineering, and remediation of Track's main track, training track, and turf course surfaces, including, without limitation, to the extent they exist, material laboratory analyses, consultant analyses, daily maintenance protocols and reports, and remediation recommendations. Track agrees to provide to CTT on an ongoing basis throughout the calendar year and as set forth above, including any time during which the Track may be closed for racing and/or stabling, including such

weeks/months when racing is not conducted, any and all testing reports, data or recommendations done by, requested by and/or provided to Track, the CHRB, Breeders' Cup, or other entity. Track and CTT mutually agree to grant authorization to each other to obtain and to release to each other any information regarding track testing reports, data, or recommendation in the custody, possession, or control of the CHRB, Breeders' Cup, or other entity, upon its receipt by Track. CTT agrees to exercise its discretion regarding whether or not to disseminate any such reports received pursuant to this Agreement.

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

c. Within a reasonable time following its receipt, not to exceed 72 hours, CTT agrees to provide or otherwise make reasonably available to Track for review, to the extent they exist and are in the possession, control, or custody of CTT, any material laboratory analyses, consultant analyses, daily maintenance protocols and reports, and remediation recommendations. Any CTT employee, agent, or person CTT causes to be on the main track, grass course, or training track must be licensed by the CHRB before said individual enters the main track, grass course, or training track. Additionally, said individual shall follow and comply with all applicable laws, rules, and regulations. Moreover, CTT agrees to indemnify and hold harmless Los Angeles Turf Club, Incorporated, Los Angeles Turf Club II, Inc., Santa Anita Land Holdings LLC, The Stronach Group, TSG Developments Investments Inc., TSG Developments Land Holdings Inc., and their respective affiliates, members, partners, shareholders, officers, directors, employee, attorneys, and agents from and against any and all claims, demands, suits, losses, damages, injuries, liabilities, costs, and expenses, including reasonable attorneys fee, that arises as a result of said individual being on the main track, grass course, or training track. The preceding sentence does not pertain to trainers, exercise riders, jockeys, or grooms performing their regular duties relating to training.

18. Signage & Trainer's Proprietary Rights.

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

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

19. Fire and Disaster Insurance.

a. Track is not responsible for the purchase of any insurance policy covering horses and/or property owned by the members of the CTT. However, in the event that all of the members of the California Thoroughbred racing industry decide to cooperate in the purchase of a

fire and disaster insurance policy which covers horses and/or property owned by the members of the CTT which are stabled or located at Santa Anita Park, Golden Gate Fields, Del Mar, Los Alamitos (Thoroughbred), or San Luis Rey Training Center, and such policy has a yearly premium of $100,000 or less, Track shall upon receipt of an invoice pay its proportionate share of the yearly premium (which proportionate share shall be calculated on a reasonable basis).

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

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

21. Track Covenants. During the Term, and as long as CTT is not in violation of the terms of this Agreement or of applicable law, Track shall recognize CTT as the official organization representing the trainers during the Term and shall not participate in any action, claim, or proceeding seeking the de-certification of the CTT as the official and exclusive representative of California thoroughbred trainers, nor will Track engage in a lockout of CTT members.

22. Mutuality.

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

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

c. A Horsemen-Management Committee shall be created, composed of such members of the CTT as they may designate and administrative officials to be designated by Track. All matters concerning problems of the Parties in regard to conditions of the racetrack, the backside, and the health, welfare, and safety of the horses, the trainers, or their employees, and stabling and vanning, will be referred to this committee in an effort to amicably and equitably adjust and resolve any problems which may arise. The Parties herein shall prepare and agree to a

monthly meeting schedule during which grievances and any other issues may be discussed and resolved. If each Party notifies the other that no issues will be agendized for the upcoming monthly meeting, the Parties may mutually cancel that monthly meeting. The Horsemen-Management Committee shall have no role in any issue that deals with the exclusion of a trainer.

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

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

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

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

If to Track:	Nate Newby Santa Anita Park 285 W. Huntington Drive Arcadia, CA 91007 Nate.Newby@santaanita.com
With a copy to:	Eric Sindler Santa Anita Park 285 W. Huntington Drive Arcadia, CA 91007 Eric.Sindler@monarchmgmt.com
If to CTT:	Alan F. Balch Executive Director California Thoroughbred Trainers P.O. Box 660039 Arcadia, CA 91006-0039 afbalch@gmail.com

26. Additional Terms.

a. Modifications. This Agreement constitutes the entire agreement between the Parties hereto and supersedes any and all other agreements, understandings, negotiations, or

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

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

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

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

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

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

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

h. No Third-Party Beneficiaries, Reliance, or Enforcement. Except with respect to the indemnification obligations set forth in this Agreement, the provisions of this

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

[Signatures follow]

The Parties have executed this Agreement effective as of December 20, 2023.

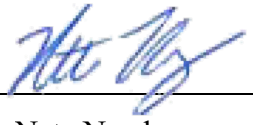
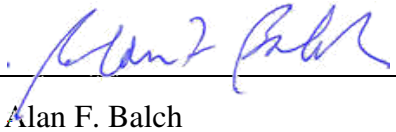
Los Angeles Turf Club, Incorporated	California Thoroughbred Trainers, Inc.
By: 	By: 
Name: Nate Newby	Name: Alan F. Balch
Title: Senior Vice President/ General Manager	Title: Executive Director
Date: 11/8/2023	Date: November 7, 2023

Exhibit A

Santa Anita Park
Terms and Conditions of Stabling and Racing
("Agreement")

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

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

You, trainer applicant ("Trainer"), hereby agree to each of the following terms and conditions in consideration for permission from Los Angeles Turf Club II, Inc. ("LATC") to race and stable horses at Santa Anita Park during the 2024 Winter/Spring Race Meet (the "Race Meet"), and to participate in the Race Meet. The terms and conditions set forth in this Agreement are hereby incorporated into and made part of the stall application for the Race Meet (the "Stall Application") as if fully set forth in the Stall Application:

1. LATC reserves the right, immediately, to: (a) refuse this Stall Application for stable space in whole or in part; (b) refuse to accept any entry in any race; (c) exclude/suspend Trainer from participating in racing and/or training at the Race Meet; or (d) refuse the transfer of an entry (collectively, an "Adverse Action"); provided, however, LATC shall make the Adverse Decision in accordance with Exclusion Standard as set forth in Section 24 below.

2. If any horse is denied stable space or the privilege of registration for racing for any reason, all nomination fees and payments for eligibility to stake races that have been paid with respect to the horse shall be refunded and such sum will be deducted from the total amount subscribed for the particular race or races.

3. After Trainer's submission of the Stall Application, Trainer shall notify LATC immediately of any change in stall requirements and, if stalls have been allocated, of any change in shipping plans.

4. Trainer acknowledges that Trainer has inspected the stalls at Santa Anita Park and is familiar with such stalls and agrees to accept any stalls assigned to Trainer pursuant to the Stall Application. Such stalls shall be made available to Trainer in an appropriate condition for stabling.

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

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

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

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

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

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

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

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

13. **In no event, circumstance, or situation will LATC be considered to have responsibility for the care, custody, control, or well-being of any horse kept at Santa Anita Park while in assigned stalls, on any racing surface, or elsewhere on the premises**. Trainer assumes full responsibility for the safety, care, and well-being of all horses stabled by them at Santa Anita Park, and agrees to take all reasonable measures for the protection of such horses,

including providing adequate supervision for such animals while on the premises, hiring competent personnel to take care of such animals at all times, cleaning and maintaining stalls assigned pursuant to the Stall Application, and removing any hazardous condition from such stalls which is known to Trainer or their employees, or if Trainer believes that such condition should be remedied by LATC, promptly calling to the attention of LATC in writing, any such hazardous condition.

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

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

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

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

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

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

that tack rooms shall not be locked when occupied and agrees to act in conformity with this requirement.

18. Trainer, or one of Trainer's employees, shall have a presence in the barn at all times that there are one or more horses in the barn. LATC 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. LATC agrees to notify Trainer within 24 hours of any such entries.

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

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

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

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

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

24. Exclusion Standard.

a. Bases for Exclusion. LATC's authority to make decisions in the ordinary course of business to limit or deny stalls based upon eligibility or quality of horses included in a stall application, shall not be limited or effected by the provisions of this Agreement. Without

limiting the foregoing, LATC may make an Adverse Action so long as LATC reasonably believes that:

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

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

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

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

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

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

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

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

25. **Arbitration Agreement & Class Action Waiver**.

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

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

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

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

b. General Arbitration Provisions. The following provisions (the "General Arbitration Rules") shall apply to all Arbitrations except those Arbitration Claims set forth in Section 24(d)(iv):

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

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

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

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

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

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

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

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

c. Non-Exclusion Claims. All Arbitration Claims other than those relating to: (i) Trainer's submission of the Stall Application, (ii) any and all decisions made by LATC regarding the Stall Application, (iii) revocation of stalls previously assigned to Trainer, and (iv) Trainer's participation in or attendance at the Race Meet, including without limitation, Trainer's exclusion from participating in the Race Meet and/or training at the Race Meet (collectively, "the Exclusion Claims") shall be conducted in accordance with the General Arbitration Rules. Any Arbitration which contains both Exclusion Claims and non-Exclusion Claims shall be governed in accordance with subsection (d) below.

d. Suspension/Exclusion Claims.

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

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

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

B. CTT Participation and Attendance. If the Trainer requests, and the California Thoroughbred Trainers ("CTT") agrees, the CTT may represent Trainer in the Arbitration. If the CTT does not represent Trainer in the Arbitration Hearing, the CTT may attend the Arbitration Hearing provided that the CTT representatives that attend the hearing agree to be bound by the confidentiality provisions set forth in Section 24(b)(vi) above.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27. Additional Terms.

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

b. Severability. If any term, condition, or provision of this Agreement is held to be illegal, invalid, or unenforceable, such term, condition, or provision shall be severed from this Agreement and the remainder of this Agreement will not be affected by such illegality,

invalidity, or unenforceability, but will continue to be valid and enforceable to the fullest extent permitted by law.

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

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

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

Exhibit B

Acknowledgments and Agreement on Back of Stall Application

1. I acknowledge that the Santa Anita Park Terms and Conditions of Stabling and Racing (the "Agreement") are available at Santa Anita Park's racing office and available for download at https://www.santaanita.com/racing-office#downloads. _____ Initial

2. I acknowledge that I have received and fully read the Agreement. _____ Initial

3. I understand and agree that the Agreement is incorporated into and made part of the Stall Application as if fully set forth on this Stall Application. _____ Initial

4. I am not relying on any other document or contract at the time when I am entering into the Agreement. _____ Initial

5. **I understand and acknowledge that that the Agreement contains an assumption of risk provision and a release of liability provision**. _____ Initial

6. **I understand and acknowledge that the Agreement contains a mandatory arbitration provision with a class action waiver. I understand and acknowledge that the arbitration will resolve disputes that would otherwise be resolved in a court of law, and that by agreeing to arbitrate, I and Los Angeles Turf Club II, Inc. are giving up our rights to sue in court and to have any potential dispute heard by a jury. I understand and agree that a single arbitrator will resolve the dispute**. _____ Initial

7. **I acknowledge that I am not entering into a lease of space agreement but rather, if granted stalls, I will be receiving a revocable license which is subject to the terms and conditions of the Agreement**. _____ Initial

8. In addition to all other requirements set forth elsewhere, for this Stall Application to be considered by Los Angeles Turf Club II, Inc. I understand and agree that I must: (a) provide the workers' compensation information requested in the space below; and (b) that I must sign and date the Stall Application—and if I submit more than one (1) Stall Application due to my submitting more horses than there is space for on the reverse side of this Stall Application, I must sign each Stall Application separately, initial each Stall Application separately and provide the workers' compensation insurance information on each separate Stall Application. _____ Initial

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

Signature Print Name Date

Exhibit C

Trainer Exclusion/Suspension Process

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

1. Notice.

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

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

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

2. The Meeting.

a. The CTT will be invited to the Meeting.

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

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

3. Decision After the Meeting.

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

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

4. Reconsideration Meeting.

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

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

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

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

5. Decision After Reconsideration Meeting.

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

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

c. During Track's review of the original decision, the standard of review to overturn the original decision shall be the "clearly erroneous" standard, as defined in the next

sentence. “Clearly erroneous” shall mean: “Reversal is only permitted when upon review of all of the evidence, a reasonable observer would find that it a clear and definite mistake has been committed, such that the original decision was without a rational basis. Reversal is not permitted simply because the reviewing decision maker would have decided the case differently.”

6. Arbitration.

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

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

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

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

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

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

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

Agenda Item 6

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 DECEMBER 20, 2023, AND CONTINUING THROUGH JUNE 11, 2024

Regular Board Meeting
November 16, 2023

Application: Pacific Racing Association at Golden Gate Fields

Breeds: Thoroughbred

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

December 2023						
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						

January 2024						
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			

February 2024						
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		

March 2024						
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**

April 2024						
Sun	**Mon**	**Tue**	**Wed**	**Thu**	**Fri**	**Sat**
31	**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				

May 2024						
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	

June 2024						
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						

Required Information	Status	Comments	CHRB Rule/Law
Off-Site Auxiliary Stabling	☒ Accepted ☐ Follow Up Required ☐ Outstanding	No auxiliary stabling needed.	Rule 1420(q)
Stabling and Vanning Agreement	☒ Accepted ☐ Follow Up Required ☐ Outstanding	No auxiliary stabling needed.	BPC 19607.1
Fire Clearance	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Berkeley fire clearance valid through 2/27/24; Albany fire clearance will expire 12/21/23. Received request for exemption from 45-day provision of Rule 1927	Rule 1927
Backstretch Inspection	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Completed 6/30/23.	Rule 2102
Track Safety Inspection	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Completed 11/04/23.	Rule 1471(q)
Workers' Compensation Insurance	☒ Accepted ☐ Follow Up Required ☐ Outstanding	Liberty Mutual — effective 6/30/23, expires 6/30/24.	Rule 1501
Horsemen's Race Meet Agreements	☒ Accepted ☐ Follow Up Required ☐ Outstanding	**Thoroughbred Owners of California** – received 11/15/23. **California Thoroughbred Trainers Association** – received 11/07/23.	Rule 2044

CHRB Policies	☒ Accepted ☐ Follow Up Required ☐ Outstanding	**Inclement Weather Policy** – received 9/20/2023. **Concussion Protocol Policy** – received 9/20/2023. **Track Emergency Procedures** – received 9/21/2023.	
Wagering Information	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 443-447	BPC 19599
Emergency and Security	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 448-451	BPC 19481.3
Veterinary Services	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See pages 448-449	Rule 1481 Rule 1840 Rule 1841
ADW Providers and Horsemen's Approvals	☒ Accepted ☐ Follow Up Required ☐ Outstanding	See page 454	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	Rule 1439 Rule 1470 Rule 2046 Rule 1481 BPC 19490 Rule 1433 Rule 1437

RECOMMENDATION: Staff recommends approval; application satisfactorily meets requirements for licensure.

Pacific Racing Association

GGF Winter/Spring 23-24

Month	Race Days	Total Days	Notes
December	26, 29-31	4	Special Race Day - Dec 26th day after Christmas
January	1, 5-7, 12-15, 19-21, 26-28	14	Holiday Racing- 1/01 New Year's Day & 1/15 MLK Day
February	2-4, 9-11, 16-19, 23-25	13	Holiday Racing on 2/19 President's Day
March	1-3, 8-10, 15-17, 22-24, 29-31	14	
April	5-7, 12-14, 19-21, 26-28	12	
May	3-5, 10-12, 17-19, 24-27, 31	14	Holiday Racing on 05/27 Memorial Day
June	1-2, 7-9	5	
	Total Race Dates	**76**	

SANTA ANITA PARK

October 16, 2023

Ms. Sidney Villareal
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

Dear Ms. Villareal,

As of today, the following is still outstanding, with respect to Pacific Racing Association's ("PRA") 2023-2024 Winter/Spring 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 November Board meeting. PRA will inform CHRB staff in the event any unforeseen issues are encountered.

2. CTT Agreement – PRA is working with the CTT on an agreement. PRA does not currently anticipate any issues. It is expected that the agreement with CTT will be finalized prior to the November Board meeting. PRA will inform CHRB staff in the event any unforeseen issues are encountered.

Please let me know if you have any questions.

Sincerely,

Eric Sindler

Eric Sindler

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GOLDEN GATE FIELDS

September 20, 2023

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

Re: Track Veterinarian Emergency Procedures

Dear Mr. Chaney,

Please accept this letter as confirmation that Pacific Racing Association will operate its race meet in accordance with the Track Veterinarian Emergency Procedures posted on the California Horse Racing Board's website.

Sincerely,

DocuSigned by:
David Duggan
BD96B155F7C1457...
David Duggan

DocuSign Envelope ID: 85ADC76B-1D03-4766-A4CE-4CD82A9470F4

GOLDEN GATE FIELDS

October 12, 2023

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:
David Duggan
BD96B155F7C1457...
David Duggan

DocuSign Envelope ID: 085D51DC-B5D4-4203-9306-0A425FF9BBB2

GOLDEN GATE FIELDS

September 18, 2023

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:
David Duggan
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 with the Board.

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: December 20, 2023 June 11, 2024

B. Actual dates racing will be held: December 26,30,31, January 1,6-8, 13-15, 20-22, 27-29; February 3-5, 10-12, 17-19, 24-26; March 2-4, 9-11, 16-18, 23-25, 30-31; April 1,6-8, 13-15, 20-22, 27-29; May 4-6, 11-13, 18-20, 25-27; June 1-3, 8-10

C. Total number of days or nights of racing: 73

CHRB CERTIFICATION

Application received: 9/20/2023
Deposit received: Yes
Reviewed: SV

Hearing date: 11/16/2023
Approved date:
License number:

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 per week Saturday- Monday

3. RACING PROGRAM

A. Total number of races: 539-803

B. Number of races for each day or night: 7-9 on weekdays; 8-11 races on Weekends/Holiday and closing week

C. Total number of stakes races: 12

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/ Daily Post time/ Post time listed after May 1st, 2024 1st 12:45 p.m/1:15 p.m 2nd 1:15/1:45 p.m 3rd 1:45 p.m./2:15pm 4th 2:15 p.m./2:45p.m 5th 2:45 p.m./3:15 p.m 6th 3:15 p.m./3:45 p.m 7th 3:45 p.m./4:15 p.m 8th 4:15 p.m./4:45 p.m 9th 4:45 p.m./5:15 p.m 10th when applicable 5:15 p.m./5:45 p.m 11th when applicable 5:45 p.m./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)

PRA/GGF WINTER - SPRING 23-22-21

PRA/GGF WINTER - SPRING 2023
December 26, 2022 - June 11, 2023
STAKES SCHEDULE

EL CAMINO REAL DERBY
$100,000 Guaranteed
3 yo - 1 1/8 Miles
Saturday, February 11, 2023

CALIFORNIA DERBY
$100,000 Guaranteed
3 yo - 1 1/16 Miles
Saturday, April 29, 2023

CALIFORNIA OAKS
$75,000 Guaranteed
Fillies 3 yo- 1 1/16 Miles
Saturday, April 29, 2023

LOST IN THE FOG
$75,000 Guaranteed
3 yo & up - 6 Furlongs
Saturday, April 29, 2023

CAMILLA URSO
$75,000 Guaranteed
Fillies & Mares 3 yo & up - 5 Furlongs (Turf)
Saturday, April 29, 2023

GOLDEN POPPY
$75,000 Guaranteed
Fillies & Mares 3 yo & up - 1 1/16 Miles (Turf)

PRA/GGF WINTER - SPRING 2022
December 26, 2021 - June 12, 2022
STAKES SCHEDULE

EL CAMINO REAL DERBY
$100,000 Guaranteed
3 yo - 1 1/8 Miles
Saturday, February 12, 2022

CALIFORNIA DERBY
$100,000 Guaranteed
3 yo - 1 1/16 Miles
Saturday, April 30, 2022

CALIFORNIA OAKS
$75,000 Guaranteed
Fillies 3 yo- 1 1/16 Miles
Saturday, April 30, 2022

LOST IN THE FOG
$75,000 Guaranteed
3 yo & up - 6 Furlongs
Saturday, April 30, 2022

CAMILLA URSO
$75,000 Guaranteed
Fillies & Mares 3 yo & up - 5 Furlongs (Turf)
Saturday, April 30, 2022

GOLDEN POPPY
$75,000 Guaranteed
Fillies & Mares 3 yo & up - 1 1/16 Miles (Turf)

PRA/GGF WINTER - SPRING 2021
December 26, 2020 - June 13, 2021
STAKES SCHEDULE

EL CAMINO REAL DERBY
$100,000 Guaranteed
3 yo - 1 1/8 Miles
Saturday, February 13, 2021

CALIFORNIA DERBY
$100,000 Guaranteed
3 yo - 1 1/16 Miles
Saturday, April 24, 2021

CALIFORNIA OAKS
$75,000 Guaranteed
Fillies 3 yo- 1 1/16 Miles
Saturday, April 24, 2021

LOST IN THE FOG
$75,000 Guaranteed
3 yo & up - 6 Furlongs
Saturday, April 24, 2021

CAMILLA URSO
$75,000 Guaranteed
Fillies & Mares 3 yo & up - 5 Furlongs (Turf)
Saturday, April 24, 2021

GOLDEN POPPY
$75,000 Guaranteed
Fillies & Mares 3 yo & up - 1 1/16 Miles (Turf)

Saturday, April 29, 2023

SF MILE - GIII
$250,000 Guaranteed
3 yo & up - 1 Mile (Turf)
Saturday, April 29, 2023

CAMPANILE (Golden State Series Stakes)
$100,000 Guaranteed
(Includes $37,500 CBRF)
Fillies 3 yo (Cal-Breds) - 1 Mile (Turf)
Sunday, April 30, 2023

SILKY SULLIVAN (Golden State Series Stakes)
$100,000 Guaranteed
(Includes $37,500 CBRF)
3 yo (Cal-Breds) - 1 Mile (Turf)
Sunday, April 30, 2023

ALCATRAZ
$75,000 Guaranteed
3 yo - 1 Mile (Turf)
Sunday, May 28, 2023

ALL AMERICAN - GIII
$100,000 Guaranteed
3 yo & up - 1 Mile
Monday, May 29, 2023

ALBANY
Overnight Stakes
$50,000 Added (Plus $15,000 to Cal-Breds)
3 yo & up - 5 Furlongs (Turf)
Saturday, June 10, 2023

Saturday, April 30, 2022

SF MILE - GIII
$250,000 Guaranteed
3 yo & up - 1 Mile (Turf)
Saturday, April 30, 2022

CAMPANILE (Golden State Series Stakes)
$100,000 Guaranteed
(Includes $37,500 CBRF)
Fillies 3 yo (Cal-Breds) - 1 Mile (Turf)
Sunday, May 01, 2022

SILKY SULLIVAN (Golden State Series Stakes)
$100,000 Guaranteed
(Includes $37,500 CBRF)
3 yo (Cal-Breds) - 1 Mile (Turf)
Sunday, May 01, 2022

ALCATRAZ
$75,000 Guaranteed
3 yo - 1 Mile (Turf)
Sunday, May 29, 2022

ALL AMERICAN - GIII
$100,000 Guaranteed
3 yo & up - 1 Mile
Monday, May 30, 2022

ALBANY
Overnight Stakes
$50,000 Added (Plus $15,000 to Cal-Breds)
3 yo & up - 5 Furlongs (Turf)
Saturday, June 11, 2022

Saturday, April 24, 2021

SF MILE - GIII
$250,000 Guaranteed
3 yo & up - 1 Mile (Turf)
Saturday, April 24, 2021

CAMPANILE (Golden State Series Stakes)
$100,000 Guaranteed
(Includes $37,500 CBRF)
Fillies 3 yo (Cal-Breds) - 1 Mile (Turf)
Sunday, April 25, 2021

SILKY SULLIVAN (Golden State Series Stakes)
$100,000 Guaranteed
(Includes $37,500 CBRF)
3 yo (Cal-Breds) - 1 Mile (Turf)
Sunday, April 25, 2021

ALCATRAZ
$75,000 Guaranteed
3 yo - 1 Mile (Turf)
Sunday, May 23, 2021

ALL AMERICAN - GIII
$100,000 Guaranteed
3 yo & up - 1 Mile
Monday, May 31, 2021

ALBANY
Overnight Stakes
$50,000 Added (Plus $15,000 to Cal-Breds)
3 yo & up - 5 Furlongs (Turf)
Saturday, June 12, 2021

☐ LLC (complete subsection D)
☐ Other (specify, and complete subsection E)

B. Complete the applicable subsection and attached Addendum, Background Information and Ownership.

C. CORPORATION

1. Registered name of the corporation: 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
   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
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

DocuSign Envelope ID: 085D51DC-B5D4-4203-9306-0A425FF9BBB2

September 18, 2023

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 winter/spring race meet, December 20, 2023 – June 11, 2023 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

Thoroughbred Owners of California
Serving the California Thoroughbred Racehorse Owner

September 14, 2023

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

RE: 2023-24 Golden Gate Fields – Winter-Spring Race Meet Wager Approvals

Dear Scott,

Pacific Racing Association has contacted the Thoroughbred Owners of California (TOC) regarding the conducting of the following wagers on each racing day of its race meet beginning December 20, 2023 through June 11, 2024.

- **$2 Rolling Doubles** wagers subject to a 20% takeout
- **Players Pick-5** (50¢ minimum wager) on the first five (5) races of the day subject to a 14% takeout

The TOC agrees to all wagers listed above.

Please contact me with any questions.

Sincerely,

Jordyn Egan

Jordyn Egan
Executive Director

cc: Cynthia Seidl

285 W. HUNTINGTON DR., ARCADIA, CA 91007 (626) 574-6620

PRESIDENT & CEO: WILLIAM A. NADER
EXECUTIVE DIRECTOR: JORDYN EGAN
DIRECTOR OF RESEARCH & ANALYTICS: JOE HASSON
NORCAL DIRECTOR OF OPERATIONS: WAYNE ATWELL
SOCAL DIRECTOR OF OPERATIONS & MEMBER SERVICES: ELSA PERON

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
2022 (12/26/22)-6/11/22	$ 18,522,152.01	48,466 (78 live race days)
2021 (12/26/21-06/12/22	$ 18,800,792.11	48,435 (76 Live race days)
2020 (12/26/20 - 6/14/20)	$ 10,716,406.22	44,422(40 race days with fans)
2019 (12/26/18- 6/9/19)	$ 31,385,502.70	146,380 (94 live race days)
2018 (12/26/17- 6/10/18)	$ 34,006,914.29	172,462 (95 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: $13,320,000
   Prior meet actual: $ 13,659,640

   Average Daily Purse (7A1 ÷ number of days):
   Current meet estimate: $184,466
   Prior meet actual: $179,732

2. Overnight stakes:
   Current meet estimate: $50,000
   Prior meet actual: $50,000

   Average Daily Purse (7A2 ÷ number of days):
   Current meet estimate: $685.00
   Prior meet actual: $658.00

3. Non-overnight stakes:
   Current meet estimate: $1,225,000
   Prior meet actual: $1,098,150

   Average Daily Purse (7A3 ÷ number of days):
   Current meet estimate: $16,781
   Prior meet actual: $14,449

4. Total Purses: (7A1 + 7A2 + 7A3)
   Current meet estimate: $14,595,000
   Prior meet actual: $14,807,790

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: 24.49%
   Prior meet actual: 27.32%

   Average Daily Purse (7B1 ÷ number of days):

Current meet estimate: .34%
Prior meet actual: .33%

C. Funds to be generated for all California-bred incentive awards (including breeder awards and owners' premiums):
Current meet estimate: $1,680,638
Prior meet actual: $1,726,061

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)	$ 18,743	TOC (NTRA contribution)	$ 19,250
TOC	$124,305	TOC	$ 127,665
CTT (Admin)	$ 124,305	CTT (Administration)	$ 127,665
CTT Pension	$62,153	CTT (Pension)	$ 63,833
Total:	$ 329,506	Total:	$338,413

E. Amount from all sources to be distributed in the form of purses or other benefits to horsemen (7A + 7C + 7D):
Current meet estimate: $ 16,605,144
Prior meet actual: $ 16,872,264

Average Daily Purse (7E ÷ number of days):
Current meet estimate: $227,468
Prior meet actual: $222,003

F. Purse funds to be generated from on-track handle and intrastate off-track handle (excluding carry-overs from prior race meet(s):
Current meet estimate: $4,130,341
Prior meet actual: $4,199,972

Average Daily Purse (7F ÷ number of days):
Current meet estimate: $56,580
Prior meet actual: $55,263

G. Purse funds to be generated from interstate handle:
Current meet estimate: $10,024,543
Prior meet actual: $10,196,105

Average Daily Purse (7G ÷ number of days):
Current meet estimate: $137,323
Prior meet actual: $134,159

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.

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. Casille Batten	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:	Morning Training - Dr.Casille Batten
Tuesdays:	DARK
Wednesdays:	Morning Training - Dr. Casille Batten
Thursdays:	Morning Training - Dr. Casille Batten
Fridays:	Morning Training - Dr. Casille Batten
	Live Racing PM - Dr. Casille Batten
Saturdays:	Morning Training - Dr. Casille Batten
	Live Racing PM -Dr. Casille Batten
Sunday:	Morning Training - Dr. Casille Batten
	Live Racing PM - Dr. Casille Batten

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 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, June 10, 2024 for the period of December 26, 2023 through June 10, 2024. 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

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)(ii)[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 May 28, 2020 is denied.

GOLDEN GATE FIELDS

September 20, 2023

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 December 20, 2023 through June 11, 2024 (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

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%
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
Watch and Wager

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

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

October 28, 2023

Mr. Eric Sindler
Santa Anita Racetrack
285 W. Huntington Dr.
Arcadia, CA 91007

RE: Updated: Golden Gate Fields 2023 Autumn Race Meeting ADW Approvals

Dear Eric,

Pursuant to the Interstate Horseracing 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 and wagering platform FanDuel Racing (collectively TVG), XpressBet and wagering platform 1/ST BET (collectively Xpressbet), TwinSpires and wagering platform DK Horse (collectively TwinSpires), NYRAbets and wagering platform Caesars Racebook (collectively NYRAbets), BetAmerica, and Watch and Wager to accept wagers on PRA and other Thoroughbred races during the **2023 Autumn race meeting, October 18, 2023 through December 19, 2023**, as follows:

1. **California wagering on PRA races:**
   a. TVG, XpressBet, TwinSpires, NYRAbets 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.
   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, NYRAbets, BetAmerica, and Watch and Wager may deduct a Hub 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 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 NYRAbets 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.
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, NYRAbets, BetAmerica, and Watch and Wager may deduct a Hub 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 in 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 NYRAbets shall pay a Host 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.
c. ADW shall submit to CHRIMS with respect to all wagers, wherever placed, a TAW for all wagers placed during the preceding day. Such TAW file shall include the postal codes for all wagers facilitated by ADW for California residents, and either the postal codes or state codes for wagers facilitated by ADW for non-California residents. For ADW's with more than one Wagering Platform, wagers for each shall be uniquely identified through the TAW file or a separate Customer Code registered with the TRA.

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, NYRAbets, Watch and Wager, and BetAmerica.

Sincerely,

William J Nader

Bill Nader
President & CEO

Cc: Cynthia Seidl

Southern California Satellite Locations

Location	**Cabazon-Fantasy Springs Casino**
Address	84-245 Indio Springs Drive
City	Indio, CA 92201

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 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	**Santa Anita**
Address	285 W. Huntington Drive
City	Arcadia, CA 91007

Location	**Surfside Race Place at Del Mar**
Address	2260 Jimmy Durante Blvd
City	Del Mar, CA 92014

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	**Pechanga Resort and Casino**
Address	45000 Pechanga Pkwy
City	Temecula, CA 92592

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

E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the association: Attached

F. California minisatellite wagering facilities the association proposes to offer its live audiovisual signal: Attached

G. For **THOROUGHBRED** racing associations, list the host track from which the association proposes to import out-of-state and/or out-of-country Thoroughbred races. Include the dates imported races will be held, and indicate whether a full card will be accepted. If the full card will not be imported, state "selected feature and/or stakes races".

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

THOROUGHBRED SIMULCAST RACES TO BE IMPORTED

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

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

QUARTER HORSE SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races
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
None		

Santa Anita **Exhibit 12.D/E**

Commingled Locations

AmWest Entertainment
Amwest Accounts
Caribbean locations
Couer D'Alene Casino (ID)
Triple Crown (SD)
Arapahoe-Mile High
Arima Race Club
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, UK Tote
4 Racing/Gold Coast (South Africa)
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
Plainridge Race Course
Plainridge ADW
Player Management Group
PlayUp Limited ADW
Pocono Downs ADW
Pocono Downs/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)
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
US Off Track ADW
Velocity Wagering Ltd.
Venezuela OTB
Vernon Downs
WatchandWager ADW
Western OTB
Wheeling Downs
Will Rogers Downs
Wyoming (307 Racing)
Wyoming OTB
Wyoming Downs
XpressBet
Yonkers Raceway
Yonkers ADW (EmpireCityBets)
Youbet Group 1
Zia Park
123Gaming

Separate Pool Locations

Betting Exchange
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, Fredericton 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

Betting Exchange

Camarero (Puerto Rico)

Caymanas (Jamaica)

Chile

Codere (Mexico)

MIR Books (Caliente)

NDS Books (Nevada)

Suaposta (Brazil) ADW

Tabcorp (Australia)

XB (GWS)

0

Commingled
Canadian Locations

Assiniboia Downs
Century Downs
Century Mile
Charlotetown
Clinton Teletheatre
Dresden
Elmira Raceway
Evergreen Park
Flamboro Downs
Fort Erie
Fraser Downs
Fredericton Raceway
Georgian Downs
Grand River
Hanover Raceway
Hastings Park
Hiawatha
Hippodrome De Quebec
Kawartha Downs
Marquis Downs
Mohawk Racetrack
Northside Downs
Picov Downs
Rideau Carlton
Rocky Mountain Turf Club
Sudbury Downs
Summerside - PEI
TBC Teletheaters
Track On 2
Truro Raceway
Western Fair Raceway
Woodbine
Xpressbet Southern Alberta

Southern California Mini-Satellite Locations

Location	**Bakersfield-Firehouse**
Address	7701 White Lane
City	Bakersfield, CA 93307

Location	**Commerce Casino Racebook**
Address	6131 East Telegraph Road
City	Commerce, CA 90040

Location	**The Derby Room at Glen Arden Club**
Address	357 Arden Avenue
City	Glendale, CA 91203

Location	**Lake Elsinore Hotel & Casino**
Address	20930 Malaga Road
City	Lake Elsinore, CA 92530

Location	**OC Tavern Sports Bar and Grill**
Address	2369 S. El Camino Real
City	San Clemente, CA 92672

Location	**Sammy's Original**
Address	23221 Lake Center Drive
City	Lake Forest, CA 92630

Location	**Santa Clarita**
Address	21615 W. Soledad Canyon Road
City	Saugus, CA 91350

Location	**Thousand Oaks -Tilted Kilt**
Address	1345 E. Thousand Oaks Blvd.
City	Thousand Oaks, CA 91360

Location	**The Derby Room**
Address	3230 Hamner Avenue
City	Norco, CA 92860

2023-24 Golden Gate Import Tracks

Track
Arlington
Assiniboia
Australia Racing
Belterra
Canterbury
Century Downs
Century Mile
Churchill Downs
Delaware Park
Delta Downs
Ellis Park
Emerald Downs
Evangeline Downs
Fair Grounds
Fort Erie
Gulfstream Park
Hastings Park
Hawthorne
Indiana Grand
Keeneland
Kentucky Downs
Laurel Park
Lone Star
Louisiana Downs
Mahoning Valley
Monmouth Park
Mountaineer Park
NYRA - Aqueduct, Belmont, Saratoga
Oaklawn Park
Parx (Philly Park)
Penn National
Pimlico
Prairie Meadows
Presque Isle
Retama Park
Sam Houston
South America Racing
Sunland Park
Sunray Park
Tampa Bay Downs
Thistledown
Turf Paradise
Turfway Park
United Kingdom
Woodbine
Zia Park

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
None			

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: 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).

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. 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.

14. RACING OFFICIALS, OFFICIALS, AND OFFICIATING EQUIPMENT

A. Racing officials nominated:

Association Veterinarian(s)	Cassille Batten, D.V.M., Ashton Cloninger, D.M.V, Mike Parker D.V.M
Clerk of Scales	N/A
Clerk of the Course	Tina Walker Bryant
Film Specialist	N/A
Horse Identifier	N/A
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, 2023. Will submit updated contract upon renewal

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, 2023.

15. SECURITY CONTROLS

A. State the name and title of the person responsible for security controls on the premises. Include an

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)

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.

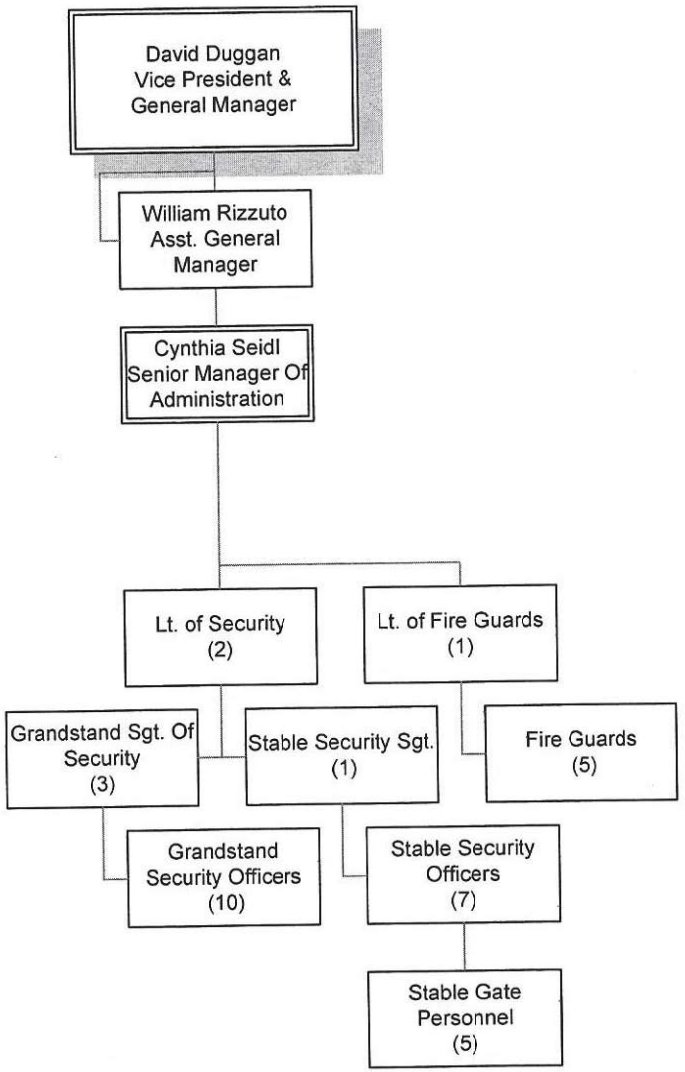
2. Detention Stalls:

   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

PACIFIC RACING ASSN / GOLDEN GATE FIELDS
SECURITY DEPARTMENT ORGANIZATIONAL CHART
ATTACHMENT 15A



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

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.

GOLDEN GATE FIELDS

DESCRIPTION OF EMERGENCY SERVICES

EQUINE AMBULANCE

PRA II 2023

Number of equine ambulances:

- 2

What kind of ambulance:

- Both are horse trailers with hydraulic ramp and winches. They are hooked up to tractors.

Personnel assigned:

- 1 driver for each ambulance:
- 1 Assistant inside each ambulance.

Equipment in Ambulance (both)

- hydraulic ramp
- winch
- water tank with hose
- Kimsey boot hydraulic squeeze

Medic Staffing LLC

440 Everett Street
El Cerrito, CA 94530

Pacific Racing Association
1100 Eastshore Highway
Berkeley, CA 94710

January 1, 2023

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.

(REV 2.0, OCTOBER 2011)

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)

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

March 2, 2023

Subject: Fire & Life Safety Inspection of Golden Gate Fields in Berkeley, CA

Dear Mr. Roenbeck:

On Monday, December 12, 2022, 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-inspection was completed on Monday, February 27, 2023. Photo documentation of the remaining repairs was sent on Thursday, March 2, 2023. 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, please contact me at 510-981-5586 or cross@cityofberkeley.info.

Thank you and the entire Golden Gate Fields team for your ongoing efforts to improve the fire and life safety conditions on the premises.

Sincerely,

Corey Ross
Fire Prevention Inspector, City of Berkeley Fire Department
cross@cityofberkeley.info or 510-981-5586

DocuSign Envelope ID: 77BE6D1D-252A-423F-B697-C8C057D22AAC

GOLDEN GATE FIELDS

September 20, 2023

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 March 2, 2023.

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

ALBANY CALIFORNIA

CITY OF ALBANY FIRE DEPARTMENT
1000 SAN PABLO AVENUE
ALBANY, CA 94706
510 528-5770
www.AlbanyCA.org/fire

Roy Roenbeck
Environmental Health & Safety Director
Pacific Racing association/Golden Gate Fields
1100 Eastshore Highway
Albany California 94706

December 21, 2022

Mr. Roenbeck,

Fire inspector Thomas Peters from the City of Albany Fire Prevention Department together with Golden Gate Fields Fire Prevention Supervisor conducted a Life and Safety inspection on December 21, 2022. Public areas within the Grandstand and the associated facilities were evaluated for preparation of the 2023 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.: **2023-1-PACIF** Dated: **June 29, 2023**

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:	Named Insured and Address:
California Horse Racing Board **1010 Hurley Way** **Sacramento, CA 95825** **Attn.: Insurance Department**	**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-B71-170912-033	Jun 30, 2023 to Jun 30, 2024	Each Occurrence	USD 2,000,000
				Products-Completed Operations Aggregate	USD 2,000,000
				General Aggregate	USD 2,000,000
				Self Insured Retention	USD 250,000
WORKERS' COMPENSATION & EMPLOYERS' LIAB	LIBERTY MUTUAL FIRE INSURANCE CO	WA2-B7D-170912-013	Jun 30, 2023 to Jun 30, 2024	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

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 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: N/A

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: $147,000
Promotional/Marketing budget for prior race meeting: $147,000

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
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 (name) Investigator Tolam on (date) 7/7/2023.

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%

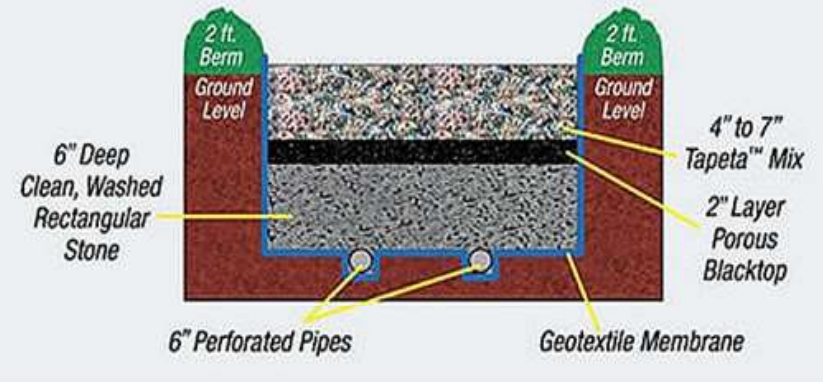
D. Describe the type(s) of materials used for the inner and outer railings of the race course, the type of inner railing supports (e.g., metal gooseneck, wood 4" x 4" uprights, offset wood 4" x 4" supports, etc.), the coverings, if any, on the top of the inner railing, and the approximate height of the 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.

Tapeta ® Footings Synthetic Track Surface



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

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]

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

Pacific Racing Association

By: _____

Name: SCOTT DARTY

Title: VICE PRESIDENT

Pacific Racing Association II

By: _____

Name: SCOTT DARTY

Title: VICE PRESIDENT

Thoroughbred Owners of California, Inc.

By: _____

Name: _____

Title: _____

California Thoroughbred Trainers, Inc.

By: _____

Name: _____

Title: _____

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: Greg Avioli
Title: CEO

California Thoroughbred Trainers, Inc.

By:_____
Name:_____
Title:_____

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:_____

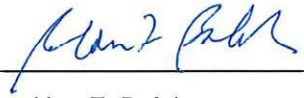
Thoroughbred Owners of California, Inc.

By:_____

Name:_____

Title:_____

California Thoroughbred Trainers, Inc.

By: 

Name: Alan F. Balch

Title: Executive Director

Exhibit A

Golden Gate Fields Furosemide Protocol – See Attached

Exhibit B

Medication Administration Protocol – See Attached

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

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.

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.

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.

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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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 _____

Signature

David Duggan	Vice President & General Manager	11/06/2023
Print Name	Print Title	Date

2024 Winter/Spring Race Meet Agreement

Between

Pacific Racing Association

and

Thoroughbred Owners Of California

December 20, 2023

Through

June 11, 2024

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2024 Winter/Spring 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 December 20, 2023.

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 December 20, 2023, through June 11, 2024 (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

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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. If Track does not conduct a subsequent race meet following the Term, Track acknowledges that it will not attempt to recover any overpayment from the TOC, any individual owner, or any other recipient of purse money.

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

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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 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. Notwithstanding anything to the contrary in this Agreement, Track shall have the sole discretion to adjust its racing program to create an underpayment during the Term in order to recover any accrued overpayment from previous race meets conducted by Track or any affiliate of Track. Track shall be permitted to decide which races to card in its sole discretion, including, which stakes races to run or exclude. Additionally, Track shall have the right to decrease the overnight purse levels and/or stakes purses, in its sole discretion, by an amount not to exceed 25% without the consent of the TOC.

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 the rate as set forth on Exhibit B; 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.

xv. Further, Track agrees to provide to the owner of a horse that starts in a Grade I, Grade II, or Grade III Stakes Race during the Term a custom "Saddle Towel." The saddle towel will be same saddle towel used in the Grade I, Grade II, or Grade III 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.

xvi. Post Time Self Insurance Group ("Post Time") provides workers' compensation insurance for California jockeys as required by California Horse Racing Law. Post Time has advised the TOC that a Per-Start Fee Deduction from each owner's paymaster account in the amount of $146 (the "Per Start Fee Deduction") is necessary in order to fund the expected workers' compensation costs for jockeys in 2023. In accordance with longstanding past practice, TOC continues to and does hereby authorize and direct Track's Paymaster of Purses to make the Per-Start Fee Deduction from each owner's horsemen's account, unless Post Time provides Track with written notice that an owner has opted out of the Per-Start Fee Deduction. Any such notice of an owner's opt-out must be given by Post Time to Track via email delivered to Track's Paymaster of Purses and bearing a subject line of "Notification of Owner Opt-Out of Per Start WC Fee," with such notice only taking effect upon receipt. If the owner opts out, then Track's Paymaster of Purses shall not make the Per-Start Fee Deduction from such owner's horsemen's account.

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.

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c. Intentionally Omitted.

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 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.

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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 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

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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 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.

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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 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.

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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.

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

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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. 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

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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.

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.

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

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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 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.

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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 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.

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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.

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

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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).

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.

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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.

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.

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44. Miscellaneous.

a. Modifications. This Agreement constitutes the entire agreement between the Parties hereto and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between the Parties. 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.

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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).

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:	By: Bill Nader
Name: David Duggan	Name: Bill Nader
Title: GM/VP	Title: President & CEO
Date: 11 / 15 / 2023	Date: 11 / 15 / 2023

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Exhibit A

Intentionally Omitted

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Exhibit B

Overnight Purse Schedule

Doc ID: cdbe3d5b7d8ea3cf67468485c92da16d4180802f

Exhibit C

Stakes Schedule

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Exhibit D

Race Day Medication Agreement

See attached.

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Exhibit E

Fire and Disaster Policy

Attached

Doc ID: cdbe3d5b7d8ea3cf67468485c92da16d4180802f

BESSO LIMITED

CONTRACT OF INSURANCE

THOROUGHBRED OWNERS OF CALIFORNIA

Policy No: NOKS50008023

PERIOD OF INSURANCE:

From 1st May 2023 to 1st May 2024

Doc ID: cdbe3d5b7d8ea3cf67468485c92da16d4180802f

Complaints Procedures

Besso Limited is dedicated to providing you with a high quality service and all efforts are made to ensure that we maintain this at all times. However, if you feel that we have not provided you with a first class service, please inform us immediately and we will do our very best to resolve the problem in a professional and timely manner. Our Contact details are as follows:-

Besso Limited
2 Minster Court
London
EC3R 7PD

Telephone: + 44 (0) 020 7480 1000
E-Mail: complaints@besso.co.uk

In the event that you still remain dissatisfied and wish to make a complaint, you can refer the grievance to the Policyholder & Market Assistance, Lloyd's, who should, in most circumstances, be able to review the matter. Their contact details are as follows:-

Complaints
Lloyd's
One Lime Street,
London,
EC3M 7HA.

Telephone: +44 (0) 020 7327 5693
Facsimile: +44 (0) 020 7327 5225
E-mail: complaints@lloyds.com
Website: www.lloyds.com/complaints

Both Besso Limited and Lloyd's are authorised and regulated by the Financial Conduct Authority based at the following address:-

Financial Conduct Authority
25, The North Colonnade
Canary Wharf
London
E14 5HS

Telephone: + 44 (0) 0207 066 1000

CALIFORNIA SURPLUS LINES NOTICE 1 (POST BIND)

IMPORTANT NOTICE

1. The insurance policy that you have purchased is being issued by an insurer that is not licensed by the State of California. These companies are called "nonadmitted" or "surplus line" insurers.

2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.

3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.

4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or "surplus line" broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website www.insurance.ca.gov. Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC's internet website at www.naic.org. The NAIC - the National Association of Insurance Commissioners - is the regulatory support organization created and governed by the chief insurance regulators in the United States.

5. Foreign insurers should be licensed by a state in the United States and you may contact that state's department of insurance to obtain more information

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about that insurer. You can find a link to each state from the NAIC internet website: https://naic.org/state_web_map.htm.

6. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on the NAIC's International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or "surplus line" broker to obtain more information about that insurer.

7. California maintains a "List of Approved Surplus Line Insurers (LASLI)." Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance: www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm.

8. If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker's fee charged for this insurance will be returned to you.

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CALIFORNIA SURPLUS LINES NOTICE 2

This insurance is issued pursuant to the California Insurance Code, Sections 1760 through 1780, and is placed in an insurer or insurers not holding a Certificate of Authority from or regulated by the California Insurance Commissioner.

LMA9030
01 September 2013

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CALIFORNIA COMPLAINTS NOTICE

To request assistance or make an initial complaint, you should contact the Broker referred to in the Claims Notification set forth in the RISK DETAILS.

In the alternative, or if you are dissatisfied with the resolution of your complaint by the above party, you may wish to contact the Lloyd's Complaints Department at:

Lloyd's Complaints Department
c/o Lloyd's America Inc.
280 Park Avenue,
East Tower, 25th Floor,
New York, NY 10017,
USA

Phone: 1-844-849-7828
Email: complaints@lloyds.com

The California Department of Insurance should be contacted only after discussions with the insurer, its agent, or representative, have failed to produce a satisfactory resolution. You may contact the California Department of Insurance to obtain information on your rights or make a complaint at:

Consumer Hotline
1-800-927-4357 (HELP)

TDD Number
1-800-482-4833 (TTY)

California Department of Insurance
Consumer Services Division
300 South Spring Street, South Tower
Los Angeles, CA 90013

LMA9136A
18 August 2020

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SECTION I

ENDORSEMENTS

Endorsements attaching after issuance of this Contract of Insurance to be inserted after this page.

SECTION II

RISK DETAILS

INFORMATION

SECURITY DETAILS / SIGNING SCHEDULE

RISK DETAILS

UNIQUE MARKET REFERENCE: B0595NOKS50008023

POLICY NUMBER: **NOKS50008023**

TYPE: Fire and Disaster – Restricted Perils only including California Earthquake, but excluding Wildfire.

INSURED: **Thoroughbred Owners of California,**
The California Thoroughbred Trainers,
The Federation of California Racing Associations
('TOC') and all its Members and Affiliates

Mailing Address: c/o Del Mar Thoroughbred Club
P.O. Box 700,
Del Mar,
CA 92014

PERIOD: From: 1st May 2023

To: 1st May 2024

both days at 12.01 a.m. Local Standard Time at the location of the property insured.

INTEREST: Bloodstock at or whilst in direct transit between any specified locations (bloodstock defined as thoroughbreds, Arabians, Quarter Horses, and Paint Horses which are racing and/or training for racing and stable ponies which is used in the racing and/or training of same horses).

SUM INSURED: Any one horse: up to a maximum of USD 25,000.

Any one occurrence: up to a maximum of USD 300,000.

In the annual aggregate: up to a maximum of USD 1,500,000.

EXCESS OF Deductibles.

DEDUCTIBLES: Any one racehorse: USD 1,000 (not exceeding USD 1,000 any one TOC member any one occurrence).

Any one occurrence: USD 25,000 (with a maximum aggregate deductible of USD 50,000).

SUBJECTIVITIES: Confirmation no changes in loss record prior to renewal date.
Confirmation Stall/Races SOV is correct for 2023 year as per Appendix 1.

SUBLIMITS: Any one racehorse (2 year old and older, raced/unraced): up to a maximum of USD 25,000: Fair Market Value of the horse to apply in the event of loss.

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Any one stable pony: USD 1,000.

Tack per insured racehorse or stable pony USD 500, not exceeding USD 5,000 any one TOC member any one occurrence.

SITUATION: California, U.S.A; as per schedule as attached in Appendix 1 and agreed by Underwriters.

CONDITIONS: Restricted Perils - Wording: Lloyd's Equine Policy (Restricted Perils) NMA 2829 – amended as attached and agreed by MKL Syndicate 3000 plus:-

Condition 9 of the Policy is amended to read as follows:

If at the time of death or HUMANE DESTRUCTION of the HORSE the INSURED has any other insurance in force in respect of the HORSE, whether or not such insurance is valid or collectable, the Underwriters shall be released from all liability in connection with the HORSE, unless the agreement of the Underwriters to such other insurance has been obtained and has been endorsed to this Insurance. If the HORSE is insured elsewhere, the Underwriters shall only be liable under this Insurance for the excess beyond any amount insured by such other insurance in respect of such HORSE up to the FAIR MARKET VALUE, whether or not such other insurance is valid or collectible, subject to the maximum Sum Insured any one animal as stated in this Policy (Risk Details).

This Policy excludes the peril of Wildfire.

Loss Occurrence Clause – as attached.

Collision Clause – as attached.

NMA2918 - War and Terrorism Exclusion Endorsement.

LMA5407 – Cyber Exclusion Endorsement (Equine and Livestock)

LMA3100 - Sanction Limitation And Exclusion Clause.

CL370 - Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical And Electromagnetic Weapons Exclusion Clause.

U.S. Terrorism Risk Insurance Act of 2002 as amended Not Purchased Clause – LMA 5390

Coronavirus Exclusion - LMA5391

Six month update on stall numbers and state breakdown – due 1st November, 2023. To be agreed by MKL Syndicate 3000. If increase is over 15%, Additional Premium may be due.

NOTIFICATION OF CLAIMS TO:

Insurance Office of America
2180 Harvard Street, #450,
Sacramento,
California 95815

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NOTICES:

Data Protection Short Form Information Notice LMA9151 amended
California Notice LMA9098B
California Surplus Lines Notice 2 LMA9030
California Complaints Notice LMA9136A

CHOICE OF LAW AND JURISDICTION:

This Insurance shall be governed by and construed in accordance with the law of California, U.S.A. and jurisdiction shall be subject to the provisions of the Service of Suit Clause (U.S.A.) (LMA5020) naming:

Service of Suit Nominee:

Lloyds Nominee: Foley & Lardner LLP, 555 California Street, Suite 1700, San Francisco, CA 94104-1520.

PREMIUM:

USD 39,000 (100%) Annual

PREMIUM PAYMENT TERMS:

PREMIUM PAYMENT CONDITION

PPC TOR (4/86)
It is a condition of this Contract of Insurance that the premium due at inception must be paid to and received by Insurers on or before Midnight on the 30th June 2023

If this condition is not complied with then this Contract will terminate on the above date with the Insured hereby agreeing to pay a premium calculated at not less than pro rata temporis but full policy premium shall be payable to Insurers in the event of loss prior this Contract being cancelled.

TAXES PAYABLE BY THE INSURED AND ADMINISTERED BY INSURERS:

None.

INSURER CONTRACT DOCUMENTATION:

This document contains the contract terms entered into by the insurers and constitutes the contract document.

This contract is subject to US state surplus lines requirements. It is the responsibility of the surplus lines broker to affix a surplus lines notice to the contract document before it is provided to the Insured. In the event that the surplus lines notice is not affixed to the contract document then the insured should contact the surplus lines broker.

No further contractual documentation will be issued unless specifically requested by either the Insured or by Underwriters herein.

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INFORMATION

The following information was provided to Insurer(s) to support the assessment of the risk at the time of underwriting:

Operations:

Horse Racing Operations.

Number of stalls at inception: 9,380 (as per attached – **Appendix 1**)

Loss record:

One loss since 2009 – December 2017 (2017/18 policy year) due to Californian Wildfires (location – San Luis Rey Downs): total loss being USD 300,000.

Underwriting Submission including Schedule of Values as held on file with Besso Limited and seen by Insurer(s) hereon.

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APPENDIX 1

To be confirmed and endorsed onto the policy.

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SECURITY DETAILS

(RE)INSURERS LIABILITY CLAUSE

(Re)insurer's liability several not joint
The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability
Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

LMA3333
21 June 2007

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MODE OF EXECUTION CLAUSE

This contract and any changes to it may be executed by:

a. electronic signature technology employing computer software and a digital signature or digitiser pen pad to capture a person's handwritten signature in such a manner that the signature is unique to the person signing, is under the sole control of the person signing, is capable of verification to authenticate the signature and is linked to the document signed in such a manner that if the data is changed, such signature is invalidated;

b. a unique authorisation provided via a secure electronic trading platform

c. a timed and dated authorisation provided via an electronic message/system;

d. an exchange of facsimile/scanned copies showing the original written ink signature of paper documents;

e. an original written ink signature of paper documents (or a true representation of a signature, such as a rubber stamp).;

The use of any one or a combination of these methods of execution shall constitute a legally binding and valid signing of this contract. This contract may be executed in one or more of the above counterparts, each of which, when duly executed, shall be deemed an original.

ORDER HEREON: 100% of 100%

BASIS OF WRITTEN LINES: Percentage of Whole.

SIGNING PROVISIONS: In the event that the written lines hereon exceed 100% of the order, any lines written "to stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the insurers.

However,

a) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;

b) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the insured and all insurers whose lines are to be varied. The variation to the contracts will take effect only when all such insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.

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INSURERS WRITTEN LINES:

1. In a co-insurance placement following (re)insurers may, but are not obliged to, follow the premium charged by the lead (re)insurer.

2. (Re)insurers may not seek to guarantee for themselves terms as favourable as those which others subsequently achieve during the placement.

This information can be found within the Security Schedule/Signed Line Pages

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SECTION III

TERMS AND CONDITIONS

LLOYDS EQUINE POLICY
(Restricted Perils)

Words and terms appearing in all capital letters (other than headings) are defined in the GLOSSARY below.

The use of the word “his” “him” or “he” means: his, him, he, hers, her, she and their, as applicable.

GLOSSARY

As used herein:

1. FAIR MARKET VALUE means:

   The price at which ownership of the HORSE would change between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of relevant facts.

2. HORSE means:

   Whole or part interest of the HORSE or HORSES specified in the Schedule.

3. HUMANE DESTRUCTION means:

   a) that the HORSE incurs an injury or is afflicted with an excessively painful disease, and a VETERINARIAN appointed by the Underwriters shall first have given a certificate that the suffering of the HORSE is incurable and so excessive that immediate destruction is imperative for humane reasons; or

   b) that the HORSE incurs an injury and a VETERINARIAN appointed by the INSURED shall first have given a certificate that the suffering of the HORSE is incurable and so excessive that immediate destruction is imperative for humane reasons without waiting for the appointment of a VETERINARIAN by the Underwriters.

4. INSURED means:

   The person(s), partnership, corporation or organization specified in the Schedule.

5. VETERINARIAN means:

   A veterinary surgeon experienced in equine practice with a currently valid license, issued by the appropriate government agency, allowing him to practice veterinary medicine.

6. POST-MORTEM means:

   A post-mortem, which shall include a necropsy examination, made by a VETERINARIAN to establish the cause of death or the reason for the HUMANE DESTRUCTION of the HORSE.

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INSURING AGREEMENT

The Underwriters agree that, subject to the following terms and conditions, in the event of the death or HUMANE DESTRUCTION of the HORSE resulting solely from one or more of the following named perils:

a) fire, lightning, explosion or smoke resulting therefrom;

b) collision, derailment or overturning of the conveyance in which the HORSE is being conveyed by railroad;

c) sinking, burning or collision of vessels in or on which the HORSE is being conveyed in respect of inland waterways only;

d) collision or overturning of the road vehicle in which the HORSE is being conveyed;

e) accident to an aircraft in which the HORSE is being conveyed; or

f) windstorm, hail, earthquake, flood or objects falling from aircraft,

and occurring:

i) during the period of this Insurance; or

ii) for insurances with an annual period or longer only, within ninety (90) days after the expiration of this Insurance as a result of any accident, from a named peril, occurring during the period of this Insurance, and subject to immediate written notice of such accident having been given to the Underwriters and before the expiration of this Insurance,

the Underwriters will indemnify the INSURED in respect of the FAIR MARKET VALUE of the HORSE at the time of the injury, from a named peril, causing its death or HUMANE DESTRUCTION, up to but not exceeding the limit of the Underwriters' liability specified in the Schedule.

INSURED'S AGREEMENT

The INSURED agrees to adhere to all of the terms and conditions of this Insurance and agrees that failure to satisfy any terms and conditions of this Insurance shall release the Underwriters from all liability for individual claims or from this Insurance entirely as stated in Condition 11.

EXCLUSIONS

1. This Insurance does not cover intentional slaughter whether by or under the order of any government or public or local authority or any person or body having or claiming jurisdiction in the matter or otherwise.

   The Underwriters will not invoke this exclusion:

   a) where the Underwriters shall have expressly agreed to the destruction of the HORSE; or

   b) in the case of HUMANE DESTRUCTION;

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2. This Insurance does not cover death or HUMANE DESTRUCTION directly or indirectly caused by, happening through, in consequence of or contributed to by one or more of the following:

   a) any surgical operation unless conducted by a VETERINARIAN and certified by him to have been necessitated solely as a result of a named peril occurring during the period of this Insurance, and to have been carried out in an emergency attempt to save the HORSE'S life; or

   b) the administration of any medication unless by a VETERINARIAN (or experienced personnel directed by him) and certified by that VETERINARIAN to have been necessitated solely as a result of a named peril occurring during the period of this Insurance. As used in this Insurance, medication includes any drug, hormone, vitamin, protein or other substance other than unadulterated food or drink; or

   c) malicious or willful injury or intentional acts or omissions by the INSURED, his family, representatives, agents, employees, bailees or other persons who have care, custody or control of the HORSE; or

   d) failure by the INSURED, his family, representatives, agents, employees, bailees or other persons who have care, custody or control of the HORSE to provide proper care and attention to the HORSE; or

   e) the use of the HORSE for any purpose other than that specified in the Schedule.

3. This Insurance does not cover death or HUMANE DESTRUCTION directly or indirectly caused by, happening through, in consequence of or contributed to by one or more of the following:

   a) Radioactive contamination; or

   b) confiscation or nationalization or requisition by or under the order of any government or public or local authority or any person or body having or claiming jurisdiction in the matter, or

   c) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, strikes, riots or civil commotion.

   In any claim, and in any action, suit or proceeding to enforce a claim for death or HUMANE DESTRUCTION under this Insurance, the burden of proving that the death or HUMANE DESTRUCTION does not fall within Exclusion 3(a), (b), or (c) shall be upon the INSURED.

CONDITIONS

1. It is a condition precedent to any liability of the Underwriters that at the commencement of this Insurance the HORSE is, with the exception only of those conditions which have been completely and accurately disclosed to and accepted in writing by the Underwriters, in sound health and free from any illness, disease, lameness, injury or physical disability whatsoever.

   This condition precedent shall also apply in respect of:

   a) any additional sums insured on the HORSE already insured; and/or

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b) any HORSE added to this Insurance; and/or

c) any other extension of or addition to coverage.

In any of the above cases (a), (b) or (c), this condition precedent must be satisfied as of the date of such increase, addition or other extension of or addition to coverage.

2. It is a condition precedent to any liability of the Underwriters that, at the commencement of this Insurance (or any increase, addition or other extension to coverage), the INSURED is the sole owner of the HORSE. This Insurance shall cease to cover the HORSE immediately when the INSURED sells the HORSE or parts with any interest in the HORSE, whether temporarily or permanently.

3. In the event that at any time during the period of this Insurance the HORSE is:

a) entered or raced in any claiming race where the claiming price is less than the Underwriters' limit of liability specified in the Schedule, then the Underwriters' limit of liability shall automatically be reduced to a sum not exceeding the lowest amount for which the HORSE could have been claimed or sold in such race; or

b) entered into a public auction but not sold and the Underwriters' limit of liability specified in the Schedule exceeds the highest amount bid at such public auction, then the INSURED shall inform the Underwriters in writing within seven (7) days thereafter and shall substantiate any limit of liability which exceeds the highest bid at such public auction, or the Underwriters' limit of liability specified in the Schedule will automatically reduce at the expiration of seven (7) days to the highest amount bid at such auction.

In the event that the Underwriters' limit of liability specified in the Schedule is reduced under this condition, the INSURED shall be entitled to a return of premium on the amount by which this Insurance shall have been reduced, calculated on a pro rata basis from the date of such reduction.

4. It is a condition precedent to any liability of the Underwriters that, during the entire period of this Insurance, the HORSE shall remain within the Continental United States of America or Canada including transits therein and between.

5. It is a condition precedent to any liability of the Underwriters that:

a) in the event of any lameness, illness, disease, injury, accident or physical disability whatsoever as a result of a named peril occurring during the period of insurance to the HORSE, the INSURED shall immediately at his own expense employ a VETERINARIAN and shall, if required by the Underwriters, allow removal of the HORSE for treatment; and

b) in the event of the death or HUMANE DESTRUCTION as a result of a named peril occurring during the period of insurance of the HORSE, the INSURED shall immediately at his own expense arrange for a POST-MORTEM to be done by a VETERINARIAN to establish the cause of death and submit a copy of the report to the Underwriters as soon as possible after the death or HUMANE DESTRUCTION of the HORSE; and

c) in the event of either 5a) or b), the INSURED shall immediately give notice by telephone or telecopy to the person or persons specified for the purpose in the Schedule, who will instruct a VETERINARIAN on the Underwriters' behalf, if deemed necessary; and

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d) the Underwriters reserve their rights to have a POST-MORTEM carried out by their VETERINARIAN.

6. After receiving permission from the Underwriters, the INSURED shall arrange for the removal and disposal of the remains of the HORSE at his own expense. The Underwriters are entitled to receive any money recoverable by the INSURED in excess of the removal and disposal costs if the remains are sold.

7. It is a condition precedent to any liability of the Underwriters that the INSURED shall file with the Underwriters a detailed sworn proof of loss within sixty (60) days after the death or HUMANE DESTRUCTION of the HORSE.

8. It is a condition precedent to any liability of the Underwriters that the INSURED shall at all times cooperate with the Underwriters and their representatives in the adjustment and investigation of any claim or potential claim by:

a) providing the Underwriters and their representatives with access to any person(s), information, records and documents they may require; and

b) the INSURED, his family, representatives, agents, employees, bailees or other persons having care, custody or control of the HORSE submitting to examinations under oath, if required by the Underwriters.

~~9. If at the time of death or HUMANE DESTRUCTION of the HORSE the INSURED has any other insurance in force in respect of the HORSE, whether or not such insurance is valid or collectable, the Underwriters shall be released from all liability in connection with the HORSE, unless the agreement of the Underwriters to such other insurance has been obtained and has been endorsed to this Insurance. If the HORSE is insured elsewhere, the Underwriters shall only be liable under this Insurance for the excess beyond any amount insured by such other insurance in respect of such HORSE up to the FAIR MARKET VALUE, whether or not such other insurance is valid or collectible, subject to the maximum Sum Insured any one animal as stated in this Policy (Risk Details)..~~

10. If the Underwriters make any payment under this Insurance, then the Underwriters shall be subrogated, to the extent of such payment, to all rights and remedies of the INSURED against any party and shall be entitled at their own expense to sue in the name of the INSURED.

The INSURED shall execute all documents and give to the Underwriters all such assistance as the Underwriters may require to secure such rights and remedies. The INSURED shall do nothing to jeopardize or extinguish the Underwriters' rights of subrogation.

IMPORTANT NOTE

Any breach of any of the above Conditions 1 through 10 and/or any one or more of the additional conditions set forth in any endorsement to this Insurance, whether the INSURED has personal knowledge of such circumstances or events or such knowledge is confined to his family, representatives, agents, employees, bailees or other persons who have care, custody or control of the HORSE, shall render the INSURED's claim null and void and release the Underwriters from all liability.

11. This Insurance is null and void and the Underwriters are released from all liability hereunder if the INSURED has:

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a) concealed, misrepresented, omitted and/or failed to disclose any material fact or circumstance relating to this Insurance; and/or

b) made any claim knowing the same to be false or fraudulent, as regards amount or otherwise.

12. Cancellation

a) This Insurance may be cancelled on a short rate basis as set out below at the written request of the INSURED stating at what date thereafter such cancellation is to be effective.

Short Rate Scale (being the Underwriters' retained premium)

up to 3 months	40% of annual rate
up to 6 months	70% of annual rate
up to 9 months	85% of annual rate
over 9 months	100% of annual rate

b) This Insurance may be cancelled by the Underwriters at any time by mailing written notice to the INSURED's address as shown in the Schedule, stating a date at least five (5) days from the date of the notice when cancellation will be effective. In such case the Underwriters shall return the paid premium less the earned portion calculated on a pro rata basis from the date of such cancellation.

c) If a loss is paid on the HORSE whether by settlement, compromise or otherwise, no return of premium shall be allowed in respect of the HORSE.

13. Provided that coverage under this Insurance has been admitted in writing by the Underwriters and the only dispute between the INSURED and the Underwriters is the FAIR MARKET VALUE of the HORSE, then the dispute shall be submitted to and resolved by three arbitrators selected from the panel of Arbitrators of the American Association of Arbitrators (AAA), in accordance with the Commercial Arbitrators Rules of the AAA in effect at the time of such dispute.

Such arbitration will be the exclusive remedy available to the parties in order to resolve a dispute as to the FAIR MARKET VALUE of the HORSE. The INSURED, however, may not initiate such arbitration against the Underwriters unless the INSURED has first complied with all of the terms and conditions of this Insurance and has given written notice to the Underwriters of his intention to arbitrate within twelve months from the date of loss of the HORSE.

Any such arbitration proceeding shall be held at an Office of the AAA which is closest to where the INSURED resides, or as agreed by the Arbitrators.

All administrative fees and expenses of the AAA and the Arbitrators' fees shall be shared equally between the INSURED and the Underwriters, subject to the final apportionment by the Arbitrators in the award. Attorney fees and witness fees shall be paid by the party incurring them.
The INSURED and the Underwriters shall both be entitled to conduct and obtain discovery as provided for by the Federal Rules of Civil Procedure prior to any hearings conducted by the Arbitrators. Any disputes arising out of or in connection with such discovery shall be submitted to the Arbitrators for determination.

Any award rendered by the Arbitrators shall be final and binding upon the INSURED and the Underwriters and may be entered in any Court of competent jurisdiction.

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14. It is agreed that in the event of the failure of the Underwriters to pay any amount claimed to be due, the Underwriters, at the request of the INSURED, will submit to the jurisdiction of any Court of competent jurisdiction within the United States. Nothing in this clause constitutes or should be understood to constitute a waiver of the Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or any State in the United States. It is further agreed that service of process in such suit may be made upon the person named in the Schedule and that in any suit instituted against any one of them upon this Insurance, the Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

    The person(s) on whom service of process may be made is/are named in the Schedule and is/are authorized and directed to accept service on behalf of the Underwriters in any such suit and/or upon the request of the INSURED to give a written undertaking to the INSURED that he will enter a general appearance upon the Underwriters' behalf in the event such a suit shall be instituted.

    Further, pursuant to any statute of any State, territory or district of the United States which makes provision therefor, the Underwriters designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any law process in any action, suit or proceeding instituted by or on behalf of the INSURED or any beneficiary hereunder arising out of this Insurance, and designate the person(s) named in the Schedule, to whom the said officer is authorized to mail such process or a true copy thereof.

15. The INSURED may not bring legal action against the Underwriters unless the INSURED has first complied with all the terms and conditions of this Insurance and commenced such legal action within twelve months from the date of loss of the HORSE.

15. Terms of this Insurance which are in conflict with the laws of the state or country in which this Insurance is issued are hereby amended to conform to such laws.

NMA2829 (amended)

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LOSS OCCURRENCE CLAUSE

The term 'Loss Occurrence' shall mean the sum of all individual losses directly occasioned by any one disaster, accident, or loss or series of disasters, accidents, or losses arising out of one event, which occurs within the territorial limits of the policy.

However, the duration and the extent of any one 'Loss Occurrence' shall be limited to all individual losses sustained by the INSURED occurring during the period of 14 consecutive days arising out of and directly assigned by the same event except that the term 'Loss Occurrence' shall be further defined as follows:

i) As regarding fire, lightning, explosion, windstorm, hail, flood, all individual losses sustained by the Company occurring during any period of 14 consecutive days arising out of and directly occasioned by the same event.

iii) As regards earthquake (the epicentre of which need not necessarily be within the Territorial Limits referred to in the Schedule) and fire following directly occasioned by the earthquake, only those individual fire losses which commence during the period of 14 consecutive days may be included in the 'Loss Occurrence'.

It is agreed that the Assured may choose the date and time when any such period of consecutive days commences, provided that it is not earlier than the date and time of the occurrence of the first recorded loss sustained by the INSURED arising out of that disaster, accident, or loss and provided that only one such period of 14 consecutive days shall apply to one event.

It is understood that losses arising from a combination of two or more perils as a result of the same catastrophe shall be considered as having arisen from one 'Loss Occurrence'. Notwithstanding the foregoing, the limitations as stated above shall not be exceeded as respects the applicable perils.

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COLLISION CLAUSE

Through Collision or derailment or overturn of a vehicle on which the INSURED property is being transported to and/or from a qualifying facility as indicated on Covered Locations within **Appendix 1** to and/or from another qualifying facility as indicated on Covered Locations within **Appendix 1** or a Public Training Centre and/or Private Farm which is listed on Covered Locations within **Appendix 1** and qualifies for the "Race and Return" collision provisions of this policy ONLY, provided the following information has been supplied by said Public Training Centre and/or Private Farm to the Thoroughbred Owners of California and the INSURER.

i) Name of Public Training Centre and/or Private Farm ("Facility");

ii) Address of Facility;

iii) Length of time Facility has been in operation;

iv) Name of principal owner of Facility;

v) List of race track(s) that horsemen at Facility most often ship to and from;

vi) Name of transport company(ies) and equipment used for the transport of horses at the Facility;

vii) Any claims or accidents of van drivers servicing the Facility in the past three (3) years;

viii) Average number of round.

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WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

(1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

(2) any act of terrorism.
For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event of any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

NMA2918
08/10/2001

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CYBER EXCLUSION ENDORSEMENT (EQUINE AND LIVESTOCK)

This policy does not cover any loss, damage, liability, claim, cost, fee or expense caused by:

i. the use of, or inability to use;
ii. any error or omission relating to the use of; or
iii. any hoax or threat relating to the use of;

any application, process or software.

LMA5407
27 November 2019

Doc ID: cdbe3d5b7d8ea3cf67468485c92da16d4180802f

SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA3100

15 September 2010

Doc ID: cdbe3d5b7d8ea3cf67468485c92da16d4180802f

CORONAVIRUS EXCLUSION

Your Insurance Policy does not cover any claim in any way caused by or resulting from:

a) Coronavirus disease (COVID-19);
b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
c) any mutation or variation of SARS-CoV-2;
d) any fear or threat of a), b) or c) above.

LMA5391
04 March 2020

Doc ID: cdbe3d5b7d8ea3cf67468485c92da16d4180802f

INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
   1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

   1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

   1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like eaction or radioactive force or matter

   1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes

   1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

CL370

10/11/2003

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U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED NOT PURCHASED CLAUSE

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

It is hereby noted that the Underwriters have made available coverage for “insured losses” directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended (“TRIA”) and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

LMA5390

09 January 2020

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SERVICE OF SUIT CLAUSE (U.S.A.)

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within this Policy. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance (or reinsurance).

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon the Nominee stated in the RISK DETILS and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

LMA5020
14/09/2005

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DATA PROTECTION SHORT FORM INFORMATION NOTICE (LAYER 1)

Your personal information notice

Who we are
We are the underwriter(s) identified in the contract of insurance and/or in the certificate of insurance.

The basics
We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit.

This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

Other people's details you provide to us
Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

Want more details?
For more information about how we use your personal information please see our full privacy notice(s), which is/are available online on our website(s) or in other formats on request.

Contacting us and your rights
You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact us, as your London Broker, at:

Broker Details: Besso Limited, 2 Minster Court, London, EC3R 7PD, +44(0)20 740 1000
complaints@besso.co.uk
http://www.besso.co.uk/web/privacy-notice

LMA9151 amended
25 April 2018

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SECURITY DETAILS

REFERENCES

UMR (Unique Market Reference): B0595NOKS50008023

Date contract printed to PDF: 10:59 09 May 2023

SIGNED UNDERWRITERS

Markel International

MARKEL®

MKL 3000

100.000000% **Written**	C	F	6	5	3	1	A	2	3	E	A	A				NB

100.000000% **Signed**

15:40 04 May 2023

Lloyd's Underwriter Syndicate No. 3000 MKL, London, England

Ollie Atkin

Bound as Slip Leader, Lloyd's Leader

Dropbox Sign

Audit trail

Title	2024 Winter/Spring GGF - TOC
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Race Meet Agreement

Winter/Spring 2024

Between

Pacific Racing Association

And

California Thoroughbred Trainers

December 20, 2023 – June 11, 2024

DocuSign Envelope ID: 583A1065-1F18-4F0E-A6EA-17D4FED35035

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2024 Winter/Spring Race Meet Agreement
Golden Gate Fields & California Thoroughbred Trainers

This Agreement is entered into by and between Pacific Racing Association ("Track") and the California Thoroughbred Trainers, Inc. ("CTT") and becomes effective on December 20, 2023.

RECITALS

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

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

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

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

AGREEMENT

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

1. Term. Except as otherwise provided herein, the provisions of this Agreement shall be applicable only to the thoroughbred race meet conducted by Track under license from the CHRB for the period commencing December 20, 2023, through June 11, 2023 (the "Term").

2. Intentionally Omitted.

3. CTT Distributions.

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a. Track shall pay to CTT during the Term the sums required by Section 19613(b) of the California *Business & Professions Code*. Specifically, Track shall pay one percent (1%) to CTT Backstretch Employees' Retirement Savings Pension Plan and one-half percent (1/2%) 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. Purse money and commissions generated from Simulcasting shall be divided in accordance with the applicable provisions of the California *Business and Professions Code*.

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

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

4. Intentionally Omitted.

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

6. Stall Assignments.

a. Track shall 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.

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

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

d. Track shall not allocate more than sixty (60) stalls to any one trainer. Following allocation of stalls which shall not exceed sixty (60) stalls to any one trainer, should Track determine that the number of available stalls exceeds the number of qualified and eligible horses which have been allocated stalls, then and in that event, Track may allocate, on an equitable basis, up to seventy-five (75) 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 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. Notwithstanding the foregoing, the sixty (60) stall limitation shall be increased to seventy-five (75) stalls if it can be demonstrated that a trainer allocated seventy-five (75) stalls has a history of starting twice as many horses as trainers allocated sixty (60) stalls.

e. Track agrees that its stalls will be ready, available, and allocated, and the main track will, with respect to each individual race meet during the Term, be open, available, and in condition for training at no charge to horsemen three days before and two days after each individual race meet which occurs during the Term.

f. Track further agrees to maintain and service the main track on a regular basis, including, without limitation, refurbishment of the existing synthetic track through and

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including, without limitation, addition of new polymers, fibers, and any additional component deemed by CTT and Track necessary for the proper upkeep of the main track. Notwithstanding the requirement for daily maintenance, Track shall refurbish the main track five (5) times per calendar year. The refurbishments, unless otherwise agreed to by both Track and CTT, occur in the same intervals as past practice.

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

8. Exclusion/Suspension of a Trainer.

a. Bases, Legal Standard.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Interrupted Racing Schedules: Force Majeure. If Track for any reason beyond its control such as, but not limited to: an act of God; war; labor difficulties; strikes; order of any governmental authority directing cessation of racing; failure of Track to obtain the necessary

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racing license from the CHRB; and/or destruction of the racing plant of Track by fire or other casualty, and Track is thereby prevented from conducting one (1) or more days of scheduled thoroughbred racing, then sums otherwise payable by Track for the missed racing day shall not be due and payable.

12. Stabling at and Vanning from Auxiliary Stabling Facilities. 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 for such race meet that occurs during the Term:

a. Track shall notify the CHRB and CTT 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.

b. Track agrees it will provide auxiliary stall applications for horses to be stabled at auxiliary stabling facility as far in advance of the opening of an individual race meet which occurs during the Term as is commercially practical. Said auxiliary stalls shall be made available without cost to horsemen, pursuant in accordance with the applicable provisions of the California Horse Racing Law.

c. CTT and Track agree to use their commercially reasonable efforts to cause eligible horsemen to be reimbursed promptly for vanning in accordance with the applicable provisions of the California Horse Racing Law. Said payment shall be in an amount determined by the Northern California Stabling and Vanning and Committee. Horses stabled at any other offsite facility shall not be eligible for said payment.

d. 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.

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

14. Anti-Monopoly Provision.

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

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requirements, without first obtaining the consent of the CTT, which consent shall not be unreasonably withheld.

b. CTT acknowledges that Track must provide, maintain, and control reasonable access to and from Track property; security for persons and property; traffic regulation; and numerous other activities related to the racing industry. Accordingly, CTT agrees that Track may, for a reasonable and proper cause, restrict or prohibit any serviceman, supplier, or vendor from having access to the grounds and the horsemen, provided that CTT will be given a minimum 24-hour prior written notice by Track that a particular serviceman, supplier, or vendor will be denied further access or privileges to Track grounds or property. Notwithstanding anything to the contrary herein, Track shall have the right to enforce the provisions of its contract with WestWalk Inc. to be the exclusive provider of hot walking machines.

15. Credentials.

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

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

16. Training/Stabling/Employee Housing Facilities.

a. At all times during the Term which Track is scheduled to be open for training, Track will cause the main track to be open at 6:00 A.M. (roof lights when necessary) and to remain open for training until 10:00 A.M. every day of the week, except Monday, when the Track shall be closed. The Track will be available for training six (6) day a week.

b. It is the intent of Track and CTT that the main track will be maintained by Track in good and safe condition 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).

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 in which horses are stabled at Track, Track shall maintain a fully manned, licensed, and operable ambulance on the premises during training and racing hours for persons injured on the 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

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of the CHRB with regards to ambulance service, staffing and/or emergency medical protocol. Track shall continue to employ its "Emergency Medical Plan" for racing and training hours. Track agrees that in 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. Track agrees, while horses are stabled at Track during the Term to have a manned, operating starting gate for training on the main track five (5) days per week.

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

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

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

h. 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.

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

17. Track Safety.

a. Within a reasonable time following its receipt by Track, not to exceed 72 hours, Track agrees to provide or otherwise make reasonably available to CTT for review, and to meet with CTT representatives at mutually agreeable times during the Term to discuss, information concerning the soil or material composition, construction, engineering and

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remediation of Track's main track and turf course surface, including, without limitation, to the extent they exist and is in Track's possession, custody, or control, material laboratory analyses, consultant analyses, daily maintenance protocols and reports, 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 CHRB, so long as such testing reports, data, or recommendations are in Track's possession, custody, or control. Track and CTT mutually agree to grant authorization to each other to obtain and to release to each other any information regarding track testing reports, data, or recommendation in the custody, possession, or control of the CHRB upon its receipt by Track. CTT agrees to exercise its discretion regarding whether or not to disseminate any such reports received pursuant to this Agreement.

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

c. Within a reasonable time following its receipt, not to exceed 72 hours, CTT agrees to provide or otherwise make reasonably available to Track for review, to the extent they exist and are in the possession, control, or custody of CTT, any material laboratory analyses, consultant analyses, daily maintenance protocols and reports, and remediation recommendations. Any CTT employee, agent, or person CTT causes to be on the main track or training track must be licensed by the CHRB before said individual enters the main track or grass course. Additionally, said individual shall follow and comply with all applicable laws, rules, and regulations. Moreover, CTT agrees to indemnify and hold harmless Pacific Racing Association, Pacific Racing Association II, Golden Gate Fields Land Holdings LLC, TSG Developments Investments Inc., TSG Developments Land Holdings Inc., and their respective affiliates, members, partners, shareholders, officers, directors, employee, attorneys, and agents from and against any and all claims, demands, suits, losses, damages, injuries, liabilities, costs and expenses, including reasonable attorneys fee, that arises as a result of said individual being on the main track or grass course. The preceding sentence does not pertain to trainers, exercise riders, jockeys, or grooms performing their regular duties relating to training.

18. Signage & Trainer's Proprietary Rights.

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

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

19. Fire and Disaster Insurance.

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a. Track is not responsible for the purchase of any insurance policy covering horses and/or property owned by the members of the CTT. However, in the event that all of the members of the California Thoroughbred racing industry decide to cooperate in the purchase of a fire and disaster insurance policy which covers horses and/or property owned by the members of the CTT which are stabled or located at 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).

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

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

21. Track Covenants. During the Term, and as long as CTT is not in violation of the terms of this Agreement or of applicable law, Track shall recognize CTT as the official organization representing the trainers during the Term and shall not participate in any action, claim, or proceeding seeking the de-certification of the CTT as the official and exclusive representative of California thoroughbred trainers, nor will Track engage in a lockout of CTT members.

22. Mutuality.

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

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

c. A Horsemen-Management Committee shall be created, composed of such members of the CTT as they may designate and administrative officials to be designated by Track. All matters concerning problems of the Parties in regard to conditions of the racetrack, the

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backside, and the health, welfare, and safety of the horses, the trainers, or their employees, and stabling and vanning, will be referred to this committee in an effort to amicably and equitably adjust and resolve any problems which may arise. The Parties herein shall prepare and agree to a monthly meeting schedule during which grievances and any other issues may be discussed and resolved. If each Party notifies the other that no issues will be agendized for the upcoming monthly meeting, the Parties may mutually cancel that monthly meeting. The Horsemen-Management Committee shall have no role in any issue that deals with the exclusion of a trainer.

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

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

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

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

If to Track:	David Duggan Golden Gate Fields 1100 Eastshore Hwy Albany, CA 94706 David.Duggan@goldengatefields.com
With a copy to:	Eric Sindler Golden Gate Fields 285 W. Huntington Drive Arcadia, CA 91007 Eric.Sindler@monarchmgmt.com
If to CTT:	Alan F. Balch Executive Director California Thoroughbred Trainers P.O. Box 660039 Arcadia, CA 91006-0039 afbalch@gmail.com

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26. Additional Terms.

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

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

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

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

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

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

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

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termination of this Agreement, and the Parties shall not be deemed to waive or abridge any rights, claims, or privileges at any time during or after the term of this Agreement.

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

[Signatures follow]

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The Parties have executed this Agreement effective as of October 18, 2023.

Pacific Racing Association

By: DocuSigned by: David Duggan BD96B155F7C1457...

Name: David Duggan

Title: Vice President & General Manager

Date: 11/07/2023

California Thoroughbred Trainers, Inc.

By: Alan F. Balch

Name: Alan F. Balch

Title: Executive Director

Date: November 7, 2023

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Exhibit A

Golden Gate Fields
Terms and Conditions of Stabling and Racing
("Agreement")

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

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

You, trainer applicant ("Trainer"), hereby agree to each of the following terms and conditions in consideration for permission from Pacific Racing Association ("PRA") to race and stable horses at Golden Gate Fields during the 2024 Winter/Spring Race Meet (the "Race Meet"), and to participate in the Race Meet. The terms and conditions set forth in this Agreement are hereby incorporated into and made part of the stall application for the Race Meet (the "Stall Application") as if fully set forth in the Stall Application:

1. PRA reserves the right, immediately, to: (a) refuse this Stall Application for stable space in whole or in part; (b) refuse to accept any entry in any race; (c) exclude/suspend Trainer from participating in racing and/or training at the Race Meet; or (d) refuse the transfer of an entry (collectively, an "Adverse Action"); provided, however, PRA shall make the Adverse Decision in accordance with Exclusion Standard as set forth in Section 24 below.

2. If any horse is denied stable space or the privilege of registration for racing for any reason, all nomination fees and payments for eligibility to stake races that have been paid with respect to the horse shall be refunded and such sum will be deducted from the total amount subscribed for the particular race or races.

3. After Trainer's submission of the Stall Application, Trainer shall notify PRA immediately of any change in stall requirements and, if stalls have been allocated, of any change in shipping plans.

4. Trainer acknowledges that Trainer has inspected the stalls at Golden Gate Fields and is familiar with such stalls and agrees to accept any stalls assigned to Trainer pursuant to the Stall Application. Such stalls shall be made available to Trainer in an appropriate condition for stabling.

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

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

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

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

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

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

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

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

13. **In no event, circumstance, or situation will PRA be considered to have responsibility for the care, custody, control, or well-being of any horse kept at Golden Gate Fields while in assigned stalls, on any racing surface, or elsewhere on the premises**. Trainer assumes full responsibility for the safety, care, and well-being of all horses stabled by them at Golden Gate Fields, and agrees to take all reasonable measures for the protection of such horses,

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including providing adequate supervision for such animals while on the premises, hiring competent personnel to take care of such animals at all times, cleaning and maintaining stalls assigned pursuant to the Stall Application, and removing any hazardous condition from such stalls which is known to Trainer or their employees, or if Trainer believes that such condition should be remedied by PRA, promptly calling to the attention of PRA in writing, any such hazardous condition.

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

15. **Assumption of Risk**.

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

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

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

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

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that tack rooms shall not be locked when occupied and agrees to act in conformity with this requirement.

18. Trainer, or one of Trainer's employees, shall have a presence in the barn at all times that there are one or more horses in the barn. PRA 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. PRA agrees to notify Trainer within 24 hours of any such entries.

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

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

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

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

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

24. Exclusion Standard.

a. Bases for Exclusion. PRA's authority to make decisions in the ordinary course of business to limit or deny stalls based upon eligibility or quality of horses included in a stall application, shall not be limited or effected by the provisions of this Agreement. Without

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limiting the foregoing, PRA may make an Adverse Action so long as PRA reasonably believes that:

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

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

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

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

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

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

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

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

25. Arbitration Agreement & Class Action Waiver.

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

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

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

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

b. General Arbitration Provisions. The following provisions (the "General Arbitration Rules") shall apply to all Arbitrations except those Arbitration Claims set forth in Section 24(d)(iv):

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

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

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

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

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

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

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

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

c. Non-Exclusion Claims. All Arbitration Claims other than those relating to: (i) Trainer's submission of the Stall Application, (ii) any and all decisions made by PRA regarding the Stall Application, (iii) revocation of stalls previously assigned to Trainer, and (iv) Trainer's participation in or attendance at the Race Meet, including without limitation, Trainer's exclusion from participating in the Race Meet and/or training at the Race Meet (collectively, "the Exclusion Claims") shall be conducted in accordance with the General Arbitration Rules. Any Arbitration which contains both Exclusion Claims and non-Exclusion Claims shall be governed in accordance with subsection (d) below.

d. Suspension/Exclusion Claims.

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

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

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

B. CTT Participation and Attendance. If the Trainer requests, and the California Thoroughbred Trainers ("CTT") agrees, the CTT may represent Trainer in the Arbitration. If the CTT does not represent Trainer in the Arbitration Hearing, the CTT may attend the Arbitration Hearing provided that the CTT representatives that attend the hearing agree to be bound by the confidentiality provisions set forth in Section 24(b)(vi) above.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26. Additional Terms.

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

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

c. Waiver; Remedies. The failure by one party to require performance of any provision of this Agreement shall not affect that party's right to require performance at any time

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thereafter, nor shall a waiver by one party of a breach by the other party be considered a waiver of any or all subsequent breaches by the breaching party. All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether provided by law, equity, statute, in any other agreement between the parties, or otherwise.

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

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

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Exhibit B

Acknowledgments and Agreement on Back of Stall Application

1. I acknowledge that the Golden Gate Fields Terms and Conditions of Stabling and Racing (the "Agreement") are available at Golden Gate Fields's racing office and available for download at https://goldengatefields.com/horsemen/. _____ Initial

2. I acknowledge that I have received and fully read the Agreement. _____ Initial

3. I understand and agree that the Agreement is incorporated into and made part of the Stall Application as if fully set forth on this Stall Application. _____ Initial

4. I am not relying on any other document or contract at the time when I am entering into the Agreement. _____ Initial

5. **I understand and acknowledge that that the Agreement contains an assumption of risk provision and a release of liability provision**. _____ Initial

6. **I understand and acknowledge that the Agreement contains a mandatory arbitration provision with a class action waiver. I understand and acknowledge that the arbitration will resolve disputes that would otherwise be resolved in a court of law, and that by agreeing to arbitrate, I and Pacific Racing Association are giving up our rights to sue in court and to have any potential dispute heard by a jury. I understand and agree that a single arbitrator will resolve the dispute**. _____ Initial

7. **I acknowledge that I am not entering into a lease of space agreement but rather, if granted stalls, I will be receiving a revocable license which is subject to the terms and conditions of the Agreement**. _____ Initial

8. In addition to all other requirements set forth elsewhere, for this Stall Application to be considered by Pacific Racing Association, I understand and agree that I must: (a) provide the workers' compensation information requested in the space below; and (b) that I must sign and date the Stall Application—and if I submit more than one (1) Stall Application due to my submitting more horses than there is space for on the reverse side of this Stall Application, I must sign each Stall Application separately, initial each Stall Application separately and provide the workers' compensation insurance information on each separate Stall Application. _____ Initial

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

Signature	Print Name	Date

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Exhibit C

Trainer Exclusion/Suspension Process

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

1. Notice.

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

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

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

2. The Meeting.

a. The CTT will be invited to the Meeting.

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

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

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3. Decision After the Meeting.

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

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

4. Reconsideration Meeting.

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

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

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

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

5. Decision After Reconsideration Meeting.

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

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

c. During Track's review of the original decision, the standard of review to overturn the original decision shall be the "clearly erroneous" standard, as defined in the next

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sentence. “Clearly erroneous” shall mean: “Reversal is only permitted when upon review of all of the evidence, a reasonable observer would find that it a clear and definite mistake has been committed, such that the original decision was without a rational basis. Reversal is not permitted simply because the reviewing decision maker would have decided the case differently.”

6. Arbitration.

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

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

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

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

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

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

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

Agenda Item 7

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD ON WHETHER TO ELECT TO COLLECT AND REMIT FEES ON BEHALF OF THE HORSERACING INTEGRITY AND SAFETY AUTHORITY FOR CALENDAR YEAR 2023.

Regular Board Meeting
November 16, 2023

ISSUE:

The Horseracing Integrity and Safety Act of 2020 (15 U.S.C. Sec. 3051, et seq.) ("the Act" of "HISA") went into effect on July 1, 2022. According to the Act, state racing commissions have no later than 60 days before the effective date to notify the Horseracing Integrity and Safety Authority ("the Authority") whether the racing commission elects to collect and remit fees on behalf of the Authority. (15 U.S.C. 3052(f)(2)(A)). In April of 2022, the California Horse Racing Board (Board) opted to collect and remit fees on behalf of the Authority for calendar years 2022 and 2023. The assessments will cover California's share of the horseracing anti-doping and medication control program and the racetrack safety program. Accordingly, the Board must make its decision by November 17, 2023 for the assessment for calendar year 2024.

ANALYSIS:

HISA establishes a funding mechanism whereby the Authority will determine and provide to each State racing commission the estimated amount required from the State to fund its proportionate share of HISA programs and to liquidate the State's proportionate share of any loan or funding shortfall. (Id. at (f)(1)(C)). As described above, it is up to each state racing commission to decide whether it will elect to collect and remit these fees.

Should the Board elect to collect and remit payments on behalf of the Authority, the Act leaves it to each state racing commission on how to determine the method by which the fees are allocated, assessed, and collected. (Id. at (f)(2)(D)).

If a state racing commission does not elect to remit fees on behalf of the Authority, the Authority itself will be responsible for collecting fees from those covered under the Act and the state racing commission will be prevented from imposing or collecting from any person a fee or tax related to anti-doping and medication control or a racetrack safety matters for any covered horseraces. (Id. at (f)(3)(D)).

Business and Professions Code (BPC) section 19440 provides, in part, that the Board has all powers necessary and proper for the "[a]dministration and enforcement of all laws, rules, and regulations affecting horse racing and parimutuel wagering." Accordingly, this statutory authority permits the board to determine whether to elect to collect and remit fees consistent with federal statute and associated federal regulations.

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RECOMMENDATION:

This item is presented for Board discussion and action.

Agenda Item 8

STAFF ANALYSIS
DISCUSION AND ACTION BY THE BOARD REGARDING THE DISTRIBUTION OF RACE DAY CHARITY PROCEEDS OF LOS ALAMITOS QUARTER HORSE RACING ASSOCIATION, FROM ITS 2022 RACE MEETING

Regular Board Meeting
November 16, 2023

ISSUE

Los Alamitos Quarter Horse Racing Association (LAQHRA) is requesting approval to distribute race day charity proceeds generated at its 2021-22 racing meet from December 22, 2021, to December 20, 2022. From the net race day charity proceeds LAQHRA is proposing a total distribution of $15,530. 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 nonprofit 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.

RECOMMENDATION

This item is presented for Board discussion and action.

CHRB ANALYSIS

Los Alamitos Quarter Horse Racing Association Race Meet Charity Day Proceeds
December 22, 2021, through December 20, 2022

#	Nonprofit Organization	Amount	Proposed Disbursement Percentage	Percentage Required By Horse Racing Law (from the 2/10 of 1%)	Notes
1	Permanently Disabled Jockeys Fund	$ 4,000.00	26%	minimum of 20%	d
2	CARMA	5,000.00	32%		a
3	Winners Foundation	5,000.00	32%	minimum of 5%	c
4	Quarter Horse Benevolent Charity Foundation	1,530.00	10%	minimum of 5%	b
	Total	$ 15,530.00	100%		e
	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 19641 (b))			
	c	5% to nonprofit organization to assist horsemen and backstretch personnel affected by alcohol and substance abuse(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% of the charity distribution should go to horse racing industry related nonprofit organizations.			

Los Alamitos
QUARTER HORSE RACING ASSOCIATION

August 7, 2023

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

Dear Mr. Chaney:

The statutory charitable contribution from our 2022 Los Alamitos Quarter Horse Racing Association race meet was $15,530. The meeting ran from December 26, 2021 to December 19, 2022. Accordingly, we respectfully request CHRB approval to make the following distributions:

Permanently Disabled Jockeys Fund	$ 4,000
CARMA	5,000
Winners Foundation	5,000
Quarter Horse Benevolent Charity Foundation	1,530
Total	$ 15,530

The Permanently Disabled Jockey's Fund provides financial assistance to former jockeys who have suffered catastrophic on-track injuries. It works with industry and medical research groups to improve the safety of both the human and equine athlete.

The California Retirement Management Account ("CARMA") provides a range of services to former racehorses in need of rehabilitation toward retirement or placement in a new career.

The Winners Foundation is a support and referral service for employees and family members of the industry whose lives are affected by alcohol, drugs, mental illness, and gambling related problems.

4961 Katella Avenue • Los Alamitos, CA 90720 • *phone* 714-820-2800 • *fax* 714-820-2820

The Quarter Horse Benevolent Charity Foundation welfare fund provides for the physical, social, educational and emotional needs for backstretch employees and family members.

All proposed beneficiaries are industry related charities. I would be pleased to discuss any questions or comments the Board may have.

Sincerely,

Richard M. English

c/c C Alameda

Agenda Item 9

STAFF ANALYSIS
DISCUSSION AND ACTION BY THE BOARD REGARDING THE REQUEST TO MODIFY THE DISTRIBUTION OF MARKET ACCESS FEES FROM ADVANCED DEPOSIT WAGERING FOR WAGERING CONDUCTED BY THE SIGNATORY RACING ASSOCIATIONS FOR 2024 TO INCLUDE A DISTRIBUTION TO BE UTILIZED TO FUND A CALIFORNIA CO-OP MARKETING PROGRAM

Regular Board Meeting
November 16, 2023

ISSUE:

The Thoroughbred Owners of California (TOC) and the signatory racing associations are seeking an approval of an agreement under Business and Professions Code (BPC) section 19604(f)(5)(E) for the period January 1, 2024 through December 31, 2024, 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 the signatory racing associations 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 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.

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Coop Marketing Funding Agreement

This Agreement is entered into as of this 1 day of November, 2023 by and between the undersigned racing associations ("the Signatory Racing Associations") the Thoroughbred Owners of California ("TOC").

IT IS HEREBY AGREED AS FOLLOWS:

1. The distribution of Market Access fees from California resident Advanced Deposit Wagering, ("ADW") placed on all live and imported races hosted by the Signatory Racing Associations shall be altered by the creation of an additional deduction for a distribution therefrom, based upon a percentage of handle in the applicable California zones that would otherwise be payable as thoroughbred purses and track commissions. The deduction from ADW market access fees shall be utilized to fund a coop marketing program. The deduction percentage of ADW handle in the applicable zones for each host shall be:

Del Mar Thoroughbred Club race meets	0.320%
Los Angeles Turf Club race meets	0.920%

2. The parties shall immediately file this Agreement with the CHRB for the purposes of securing its approval of the deductions contemplated from market access fees placed on races hosted by the Signatory Racing Associations which is permitted pursuant to Business and Professions Code Section 19604 (f)(5)(E).

3. Subject to the requisite approval of the CHRB, the deduction from ADW set forth in #1 above shall be effective January 1, 2024 through December 31, 2024.

4. In addition to the distributions set forth above, there shall be a distribution from the ADW Deduction in order to pay administrative expenses that would otherwise have been distributed to TOC, CTT, and the Backstretch Workers Pension Plan.

Thoroughbred Owners of California

By: DocuSigned by: Bill Nader 20CE9094162E418...

Los Angeles Turf Club

By: DocuSigned by: Nate Newby 154C9657C7A9454...

Del Mar Thoroughbred Club

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

Agenda Item 10

STAFF ANALYSIS
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

Regular Board Meeting
November 16, 2023

ISSUE:

Pursuant to California Horse Racing Board (Board) Rule 2049, Designation and Approval of Horsemen's Welfare Fund, the California Thoroughbred Horsemen's Foundation (CTHF) has requested Board approval of the nominated members to its Board of Directors.

ANALYSIS:

The CTHF nominated three new directors which brings their total number of members to ten, which is within the range of the number of members permitted under Board Rule 2049.

In accordance with Board Rule 2049(a), the nominations have been submitted to the Board for approval.

BACKGROUND:

Business and Professions Code (BPC) section 19440 provides that the Board shall have all powers necessary and proper for it to carry out the purposes of the Horse Racing Law. BPC section 19641 states that any redistributable money in a pari-mutuel pool subject to payment to a claimant pursuant to BPC section 19598, but not successfully claimed within that period, shall be paid as specified and an estimated payment equal to 20 percent of the preceding year's unclaimed redistributable money shall be distributed to the welfare fund as specified.

Board Rule 2049, Designation and Approval of Horsemen's Welfare Fund, sets forth the requirements for the establishment and designation of a charitable corporation to administer the horsemen's welfare fund for the benefit of horsemen. Board Rule 2049 requires that the charitable corporation have a minimum of five, and a maximum of eleven directors who are subject to Board approval. The charitable corporation shall select at least one director or trustee without financial interest in horse racing pursuant to Business and Professions Code section 19641.2(c).

The CTHF is a self-administered charitable program dedicated to assisting financial needy backstretch workers and their primary dependents. The CTHF offers medical and dental care, prescriptions, eye testing and glasses, financial aid, social programs, free clothing, and household items. The CTHF also provides services and support through the California Thoroughbred Trainers (CTT), the Winners Foundation, and the Chaplaincy program. The CTHF is regulated by the Board and is funded principally through the receipt of unclaimed winning pari-mutuel ticket revenues and a share of Advance Deposit Wagering (ADW) receipts. Additionally, donations and support are received from thoroughbred tracks the Thoroughbred Owners of California (TOC) and individual donors.

RECOMMENDATION:

Staff recommends the Board hear from the CTHF representatives.

CALIFORNIA THOROUGHBRED HORSEMEN'S FOUNDATION, INC.
"Assisting Horsemen in Need"

October 30, 2023

Mr. Scott Chaney
Executive Director
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, California 94825

Dear Scott:

KEN SMOLE
President

JOSH RUBINSTEIN
Vice President - Interim

ANGIE CARMONA
Secretary/Treasurer

Board of Directors
RAY BELL
ANGIE CARMONA
DAMASCUS CASTELLANOS
JOSH RUBINSTEIN
ERIC SINDLER
KEN SMOLE
MILLIE YAKTEEN

In Memoriam
NOBLE THREEWITT

Director Emeritus
LEONARD DORFMAN

CLIFF GOODRICH
Executive Director

CHRB Rule 2049 (a) requires our foundation to gain approval of the CHRB for directors elected to our board, whether serving another term, or new to our board.

Since the June meeting of our board, where we lost two of our directors, we have been actively seeking suitable replacements. We are very excited to request that the following three individuals be approved to serve on our board. They were appointed, subject to CHRB approval, at a Special CTHF Board of Directors meeting on October 19. If approved, this will bring our board members to a total of ten. (Eleven are allowed by CHRB Rule).

Stephanie Hronis

Stephanie's background is in education and in serving to help others. For twenty years she has been involved as Family Resource Center Director, School Counselor and Adjunct University instructor near her home in Delano, California. She has also been very involved with supporting and engaging in activities and events centered around the backstretch community, most recently being one of the founding committee members of the Horse Racing Women's Summit, where she currently serves as Chair.

She serves on the following boards of directors: Thoroughbred Owners of California, TOBA, and the NTRA. She is also on The Jockey Club's Safety Net Foundation's Advisory Board.

She notes that her various roles have her engaged with and aware of the many aspects and challenges within the industry, both in California and at the national level. She is also an experience fund-raiser,

She has been elected to a term through June 30, 2025, replacing Mr. Rick Gold, as our TOC representative to our board.

P.O. BOX 660129 • ARCADIA, CALIFORNIA 91066 • (626) 446-0169
1100 EASTSHORE HIGHWAY • BERKELEY, CALIFORNIA 94710 • (510) 559-9971
cthfcares.org

Lucy Lawrence

Lucy gained an appreciation for the dynamics and the role of CTHF through her many visits to the backstretch, being a partner in Double L Stable. In speaking informally with many of the workers, she became aware of the potential impact CTHF can have on the backstretch community.

A resident of Malibu, California, well prior to even considering serving on our board, she personally interviewed over thirty backside workers to get a feel for what it is like to live and work on a racetrack. She especially noted the appreciation felt when their hard work and dedication was recognized for caring for the horses, the way they do.

A fluent speaker of Spanish, her background is in creating opportunities and building companies across the continent. This background has allowed her to build experience in Hispanic markets and to understand the nuances of the many cultures. After a career in e-commerce technology, she looks forward to being involved in programs and activities that will have a lasting impact on the backstretch community.

Examples of her efforts in supporting social impact programs include LRF Cares Thoroughbred Aftercare retirement liaison; and supporting last year's initial celebration for Backside Ladies, where the first service awards were held, recognizing their contributions.

Off the track, she serves a Chair of the Board for Contigo Financial, a microfinance operator serving mostly female-led micro businesses, and Troquer, Latin America's leading resale operator.

She holds board seats with several startups, including MD Partners, where she serves as CFO, as a service, where she also serves as Head of Strategy, and the University of Colorado's Boulder Institute of Microfinance. Having served as founding Chair of Business for eTrade, and United Nations CTD Technology Board, she has found time to architect USAID's Surges economic development fund for Latin America this year.

She will be a welcome addition to our board and has been elected to a term expiring June 30, 2026.

Dr. James T Dunn

With the retirement of Dr. Victor Levine from our board, this past June, being first and foremost a primary healthcare provider, it was important to find a physician to replace Dr. Levine. Fortunately, we came across the career path of Dr. James T Dunn, who resides in Santa Barbara, California.

Dr. Dunn is a recently retired physician and surgeon who is still motivated to be involved in serving medical needs and having the time to do so. He also feels connected to our largely Hispanic backstretch population, being a child who grew up in Venezuela for eight years, and then doing his

medical training at County USC Hospital in East Los Angeles, and then practicing in Santa Barbara, with a large agricultural population.

As if that weren't enough of a connection, he has also participated in several medical missions to Honduras and Guatemala, underscoring his interest in serving the Hispanic community while "giving back."

The other reason for his interest in serving on the CTHF board is the racetrack itself. His grandfather, uncle, and cousin (Ray Bell, who also serves on our board) have all been horse trainers and therefore he has had a lifelong relationship with horse racing.

He also participates on a small scale with Thoroughbred horse ownership, which has been a fun experience, while also giving him another perspective of racetrack life.

Dr. Dunn has been elected to a term through June 30, 2026.

I will be available at the CHRB meeting on November 16, to answer any questions related to the approval process.

Best regards,

Cliff Goodrich

Agenda Item 11

CALIFORNIA HORSE RACING BOARD

November 16, 2023

REGULAR BOARD MEETING

There is no board package material for Item 11

Agenda Item 12

CALIFORNIA HORSE RACING BOARD

November 16, 2023

REGULAR BOARD MEETING

There is no board package material for Item 12

Agenda Item 13

CALIFORNIA HORSE RACING BOARD

November 16, 2023

REGULAR BOARD MEETING

There is no board package material for Item 13