

- Quarter Horse Racing Association (LAQHRA) and the Pacific Quarter Horse Racing Association (PCQHRA)**, regarding entry conditions and specified drug substances or medications to be implemented by LAQHRA at the Los Alamitos Race Course.
6. 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 22, 2021 through December 20, 2022.
 7. Discussion and action by the Board regarding **approval of an agreement, pursuant to CHRB Rule 1581, Racing Secretary to Establish Conditions, between the Los Alamitos Horse Racing Association (LARA) and the Thoroughbred Owners of California (TOC)**, regarding entry conditions and specified drug substances or medications to be implemented by LARA at the Los Alamitos Racetrack.
 8. 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 1, 2021 through December 14, 2021, inclusive.
 9. Discussion and action by the Board regarding **approval of an agreement, pursuant to CHRB Rule 1581, Racing Secretary to Establish Conditions, between the Pacific Racing Association (PRAI and PRAII) and the Thoroughbred Owners of California (TOC)**, regarding entry conditions and specified drug substances or medications to be implemented by PRAI at Golden Gate Fields.
 10. Discussion and action by the Board on the **Application for License to Conduct a Horse Racing Meeting of the Pacific Racing Association (PRAI) at Golden Gate Fields**, commencing December 22, 2021 through June 14, 2022.
 11. Discussion and action by the Board regarding **approval of an agreement, pursuant to CHRB Rule 1581, Racing Secretary to Establish Conditions, between Los Angeles Turf Club (LATC) and the Thoroughbred Owners of California (TOC)**, regarding entry conditions and specified drug substances or medications to be implemented by LATC at the Santa Anita Racetrack.
 12. Discussion and action by the Board on the **Application for License to Conduct a Horse Racing Meeting of the Los Angeles Turf Club (T) at Santa Anita Park Race Track**, commencing December 15, 2021 through June 21, 2022.
 13. Reports
 - A. **Executive Director's Report.**
 - B. **Equine Medical Director's Report.**
 14. **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 via the teleconference line. After thirty minutes, no further comments will be accepted. Each person will be limited to two minutes.

15. **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).

Additional information regarding this meeting may be obtained from the CHRB Administrative Office, 1010 Hurley Way, Suite 300, Sacramento, CA 95825; telephone (916) 263-6000; fax (916) 263-6042. This notice is located on the CHRB website at www.chrb.ca.gov. *Information for requesting disability related accommodation for persons with a disability who require aid or services in order to participate in this public meeting, should contact Amanda Drummond. 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
Wendy Mitchell, Member
Alex Solis, Member
Scott Chaney, Executive Director
Cynthia Alameda, Assistant Executive Director

Date of Notice: November 4, 2021

CALIFORNIA HORSE RACING BOARD

1010 HURLEY WAY, SUITE 300
SACRAMENTO, CA 95825
(916) 263-6000
FAX (916) 263-6042



REVISED PENDING ADMINISTRATIVE ADJUDICATIONS NOVEMBER 2021

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

CASE

A. Proposed Decision of Jockey Appeal

Jockey Jose Valdivia Jr.

Case Number: SAC 21-0009

B. Trainer John Sadler

Request for Dismissal

Case No: 20SA0236

C. Proposed Decision of Appeal

Trainer Richard Greenman

Case Number: SAC 21-0070

CALIFORNIA HORSE RACING BOARD

1010 HURLEY WAY, SUITE 300
SACRAMENTO, CA 95825
(916) 263-6000
FAX (916) 263-6042



PENDING LITIGATION NOVEMBER 2021

COURT LITIGATION

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

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

- C. Zvi Kriple v. California Horse Racing Board**
Superior Court of California, County of San Diego

CALIFORNIA HORSE RACING BOARD

1010 Hurley Way, Suite 300

Sacramento, CA 95825

www.chrb.ca.gov

(916) 263-6000 Fax (916) 263-6042

**REGULAR BOARD MEETING MINUTES****Date and Time:** October 20, 2021 at 9:30 a.m.**Location:** Teleconference**Board Members Present:** Gregory Ferraro, Chairman
Oscar Gonzales, Vice-Chairman
Alex Solis, Member
Dennis Alfieri, Member
Wendy Mitchell, Member
Demascus Castellanos, Member
Brenda Washington Davis, Member**Staff Members Present:** Scott Chaney, Executive Director
Cynthia Alameda, Assistant Executive Director
Robert Brodnik, General Counsel**1. APPROVAL OF THE MINUTES OF SEPTEMBER 15, 2021.****Motion:** Approve.**Motioned/Seconded:** Washington Davis/Castellanos.**Roll call vote: Aye:** Gonzales, Alfieri, Mitchell, Castellanos, Davis, Ferraro. **Nay:** None.**Abstain:** Solis. **Motion carried.**

Page 3 in the Board transcript.

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

Pages 4–6 in the Board transcript.

3. DISCUSSION AND ACTION BY THE BOARD REGARDING THE DISTRIBUTION OF RACE DAY CHARITY PROCEEDS OF LOS ALAMITOS QUARTER HORSE RACING ASSOCIATION, FROM ITS 2020 RACE MEETING, IN THE AMOUNT OF \$4,181, TO FOUR BENEFICIARIES.**Motion:** Approve.**Motioned/Seconded:** Castellanos/Washington Davis**Roll call vote: Aye:** Gonzales, Alfieri, Castellanos, Washington Davis, Mitchell, Solis, Ferraro. **Nay:** None. **Motion carried.**

Pages 6–10 in the Board transcript.

Proceedings of the Regular Meeting of October 20, 2021

4. DISCUSSION AND ACTION BY THE BOARD REGARDING THE **DISTRIBUTION OF RACE DAY CHARITY PROCEEDS OF LOS ALAMITOS RACING ASSOCIATION**, FROM ITS 2020 RACE MEETING COMMITMENT TO CALIFORNIA HORSE RACING INDUSTRY CHARITIES IN THE AMOUNT OF \$7,000, TO FOUR BENEFICIARIES.

Motion: Approve.

Motioned/Seconded: Solis/Alfieri.

Roll call vote: Aye: Gonzales, Alfieri, Mitchell, Solis, Castellanos, Washington Davis, Ferraro. **Nay:** None. **Motion carried.**

Pages 10–13 in the Board transcript.

5. DISCUSSION AND ACTION BY THE BOARD REGARDING **APPROVAL OF AN AGREEMENT, PURSUANT TO CHRB RULE 1581, RACING SECRETARY TO ESTABLISH CONDITIONS, BETWEEN THE DEL MAR THOROUGHBRED CLUB (DMTC) AND THE THOROUGHBRED OWNERS OF CALIFORNIA (TOC)**, REGARDING ENTRY CONDITIONS AND SPECIFIED DRUG SUBSTANCES OR MEDICATIONS TO BE IMPLEMENTED BY THE DMTC AT ITS NOVEMBER 3, 2021, THROUGH NOVEMBER 30, 2021 RACE MEET AT THE DEL MAR RACETRACK.

Motion: Approve.

Motioned/Seconded: Washington Davis/Castellanos.

Roll call vote: Aye: Gonzales, Alfieri, Mitchell, Solis, Castellanos, Davis, Ferraro. **Nay:** None. **Motion carried.**

Pages 13–23 in the Board transcript.

6. DISCUSSION AND ACTION BY THE BOARD REGARDING THE **APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF THE DEL MAR THOROUGHBRED CLUB (T) AT DEL MAR**, COMMENCING NOVEMBER 3, 2021, AND CONTINUING THROUGH NOVEMBER 30, 2021.

Motion: Approve with condition that terms of 2019 race meet agreement between Del Mar Thoroughbred Club and California Thoroughbred Trainers be adopted for duration of proposed race meet.

Motioned/Seconded: Gonzales/Alfieri.

Roll call vote: Aye: Washington Davis, Castellanos, Solis, Mitchell, Alfieri, Gonzales, Ferraro. **Nay:** None. **Motion carried.**

Pages 23–46 in the Board transcript.

7. REPORTS.

A. EXECUTIVE DIRECTOR'S REPORT

Pages 46–48 in the Board transcript.

B. EQUINE MEDICAL DIRECTOR'S REPORT.

Pages 48–56 in the Board transcript.

Proceedings of the Regular Meeting of October 20, 2021

8. PUBLIC COMMENT.

Pages 56–72 in the Board transcript.

MEETING ADJOURNED AT 11:04 A.M.

Proceedings of the Regular Meeting of October 20, 2021

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

STAFF ANALYSIS

DISCUSSION AND ACTION BY THE BOARD ON AN AMENDMENT TO THE APPLICATION FOR APPROVAL TO CONDUCT ADVANCE DEPOSIT WAGERING BY AN OUT-OF-STATE APPLICANT OF NYRABETS, LLC, PURSUANT TO SUBSECTION (I) OF CHRB RULE 2072

Regular Board Meeting
November 17, 2021

ISSUE:

At its November 19, 2020 regular meeting, the California Horse Racing Board (Board) granted out-of-state applicant NYRABets, LLC (NYRA Bets) an approval to conduct advance deposit wagering (ADW). Per subsection (I) of Board Rule 2072, any amendment to information contained in such application will be permitted by order of the Board or by Board approval of a written request by the applicant. NYRA Bets submitted a letter dated June 22, 2021, requesting the Board's approval to amend its application for approval to conduct ADW.

ANALYSIS:

FSG Services, LLC acquired a minority interest (25 percent) in NYRA Bets on July 1, 2021, which resulted in a change to NYRA Bets' ownership structure. Additionally, there was a change in management personnel. As such, information provided in NYRA Bets' application for approval to conduct ADW has changed. NYRA Bets has provided amended versions of the Exhibit 1 and Exhibit 3 that originally accompanied its application. Exhibit 1 provides the names, titles, and CHRB license numbers of all officers and directors, as well as ownership interest. Exhibit 3 is a diagram of NYRA Bets' ownership structure. There was no change to the operating procedures provided in the application package.

BACKGROUND:

Business and Professions Code (BPC) section 19440 provides that the Board shall have all powers necessary and proper to enable it to carry out fully and effectually the purposes of Horse Racing Law, including but not limited to the administration and enforcement of all laws, rules, and regulations affecting horse racing and parimutuel wagering. BPC section 19590 provides that the Board shall adopt rules governing, permitting, and regulating parimutuel wagering on horse races and that parimutuel wagering shall be conducted only by a person or persons licensed under Horse Racing Law to conduct a horse racing meeting or authorized by the Board to conduct ADW.

RECOMMENDATION:

Staff recommends approval of NYRA Bets' request to amend its application for approval to conduct ADW, as presented.



NYRABETS, LLC
110-00 Rockaway Boulevard
S. Ozone Park, New York 11420
Tel: (718) 659-2349
www.nyrabets.com

June 22, 2021

SENT VIA EMAIL

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

RE: NYRA Bets Change of Ownership

Dear Mr. Pimentel:

As previously reported, NYRAbets, LLC (“NYRABETS”) intends to undergo an ownership structure change. Specifically, upon all necessary regulatory approvals, FOX will exercise its Option to acquire a minority interest of 25% in NYRABETS in a transaction that would close on July 1, 2021. NYRABETS hereby notifies and requests the Commission’s approval of its intent to amend its ADW License Application to reflect such ownership change. Details of the transaction are provided below:

1. Proposed Transaction. The New York Racing Association, Inc. (“NYRA”) previously entered into an Option Agreement with Fox Sorts 1, LLC (“FOX”) for the potential purchase of a portion of NYRABETS (up to a maximum of 49%). NYRA (through its wholly owned subsidiary NewCo Ventures, LLC) would retain a majority interest in NYRABETS.
2. Changes as a result of Transaction. Specifically, the transaction will include: (1) a new FOX corporate entity, FSG Services LLC (“FSG”) taking a minority ownership interest on twenty five percent (25%) in NYRABETS and (2) a potential new director and/or officer of NYRABETS. NYRABETS will provide the name, address of any new officer or director after such appointment is made.
3. There will be no operational changes to the licensed entity. NYRABETS’ daily operations will continue unaffected in the state and as described in our ADW Application.
4. Organization Chart. The attached organizational charts illustrate the pre and post transaction structure.

Please feel free to reach out should you have any questions or require any additional material.

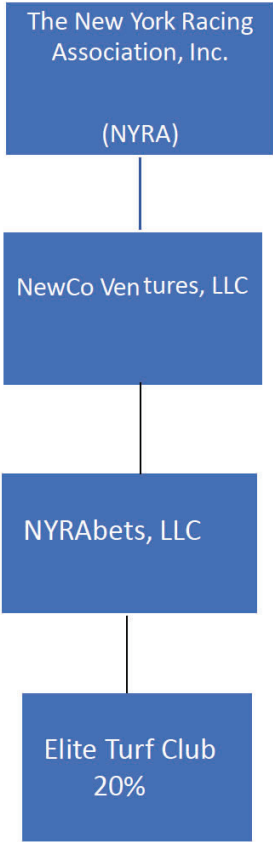
Sincerely,

A handwritten signature in black ink that reads "Joseph J. Lambert".

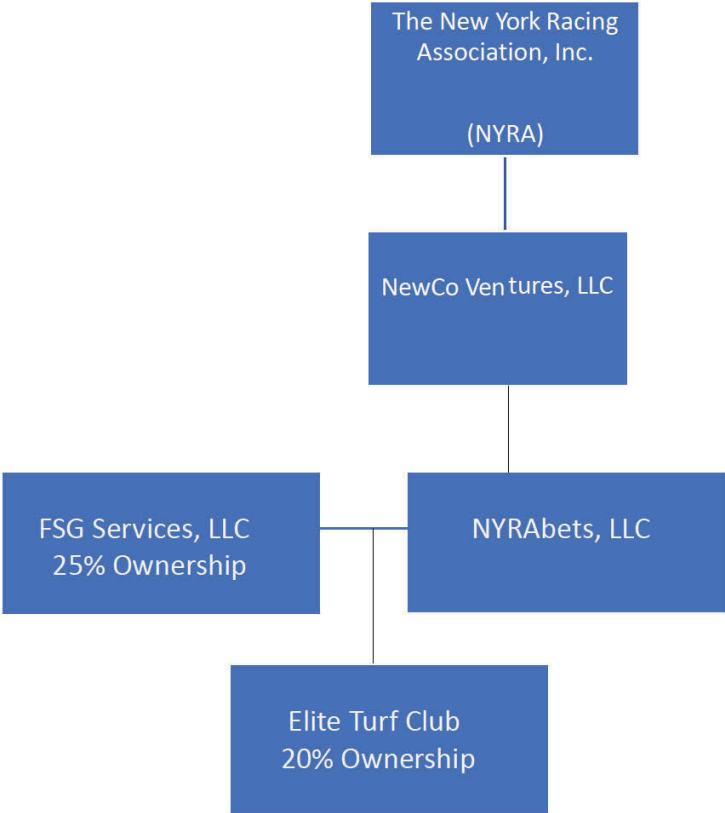
Joseph J. Lambert
Secretary and Director
NYRAbets, LLC

Enclosures

Name	Title	Ownership Interest	Racing Jurisdiction	License #
Tony Allevato	President and Director	Not Applicable (0%)	California	319452
			Oregon	28157
			New York	1551127
Michael Mulvihill	Director	Not Applicable (0%)	California	404253
			New York	TBD
			Oregon	TBD
David O'Rourke	Director	Not Applicable (0%)	California	319520
			New York	1518611
Renee Postel	Director and Treasurer	Not Applicable (0%)	California	404140
			New York	1548389



Pending Regulatory Approval & Post Transaction Closing



CALIFORNIA HORSE RACING BOARD

November 17, 2021

REGULAR BOARD MEETING

There is no board package material for Item 3

STAFF ANALYSIS
November 17, 2021

DISCUSSION AND ACTION BY THE BOARD ON THE APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING OF WATCHANDWAGER.COM, LLC (H) AT CAL EXPO, COMMENCING DECEMBER 22, 2021, AND CONTINUING THROUGH MAY 10, 2022

Watchandwager.com, LLC (WAW) has filed its application to conduct a harness horse racing meeting at Cal Expo as follows:

- December 22, 2021, through May 10, 2022, with 37 racing days, two more days than proposed for its winter–spring 2021 race meet. Live racing will commence December 26, 2021, and continue through May 1, 2022.
- WAW proposes to race a total of approximately 518 races. The average daily purse for the WAW winter–spring 2021 race meet was \$46,204. The estimated average daily purse for this proposed meet is \$57,189.
- The proposed race dates are within the dates allocated by the Board.

DECEMBER 2021						
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 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

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

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

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

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

- Racing Friday and Sunday nights each week, except for racing on Saturdays, January 1 and February 12, 2022, and no racing on Friday, December 31, 2021, and Sunday February 13, 2022.
- First post 6:30 p.m. Fridays; 4:50 p.m. Sundays; and 5:45 p.m. Saturdays, January 1 and February 12.
- WAW will coordinate its post times with Los Alamitos and any other twilight or nighttime California Thoroughbred signal.
- Racing concurrently with Santa Anita (12/15/21–6/21/22), Golden Gate Fields (12/22/21–6/14/22), and Los Alamitos Quarter Horse Racing Association (12/22/21–12/20/22).
- [Business and Professions Code \(BPC\) section 19464\(b\)](#) specifies that no application for license to conduct a horse racing meeting shall be granted unless the applicant has deposited with the Board a surety bond in the amount of \$100,000, or a greater amount, as determined by the Board, that is sufficient to ensure payment of employees' 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 that all payments are made. In the event of a dispute over the amount owed, the dispute shall be resolved through the grievance procedures set forth in the labor agreement of the union representing the class of employees affected.

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. WAW's initial race meeting was conducted after 2001. Therefore, WAW is subject to the provisions of BPC section 19464(b). WAW has a bond on file with the Board that is valid until September 1, 2022.

- Wagering program will use California Horse Racing Board (CHRB) and Association of Racing Commissioners International (ARCI) rules.
 - Early wagering will begin at 10:00 a.m. each live race day.
 - \$0.20 PNP4 on races 8 through 11. **Requests reduced 16% takeout.** 90% carryover if no correct tickets with four winners. 10% minor pool payout.

- \$0.20 PNP5 starting on race 1 and race 6. **Requests reduced 16% takeout.** No consolation. 100% carryover if no ticket correctly selects five winners. CHRB Rule 1976.9.
 - \$0.20 PNP6 on races 4 through 9. ARCI-004-105(G)(2)(a)—Method 1. 80% payout plus carryover for six winners. 20% minor payout.
 - \$0.10 Pentafecta selecting first five finishers in same race. 100% payout to all tickets selecting correct five winners. No consolation. 100% carryover if no winning ticket. ARCI-004-105(X)(4)—Option 3.
- Advance deposit wagering (ADW) providers are TVG Network, TwinSpire, and Watchandwager.com.

Pursuant to [BPC section 19604](#), specific provisions must be met before an ADW provider can accept wagers.

Summary of BPC section 19604(b)(1)

To accept wagers on races *conducted in California* from a resident of California:

- The ADW provider must be licensed by the Board.
 - A written agreement allowing those wagers exists with the racing association or fair conducting the races on which the wagers are made.
 - 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.
- Documents received in compliance with BPC section 19604(b)(1):
 - ADW agreements allowing TVG Network, TwinSpire, and Watchandwager.com to accept wagers from California residents on races conducted by WAW for the entire term of the proposed race meet.
 - California Harness Horsemen's Association (CHHA) approval of ADW agreements.
 - Simulcasting conducted with out-of-state racing jurisdictions, pursuant to [BPC section 19602](#), and with authorized locations throughout California.
 - Backstretch inspection has been completed, and track safety inspection will be completed prior to start of race meet.
 - Requests that Carl Sobey/Sandra Rios be appointed horse identifier pursuant to [CHRB Rule 1525](#), Racing Officials Appointed by the Board.

RECOMMENDATION:

Staff recommends that the application be approved as presented.

WATCH AND WAGER STANDARD OPERATING PROCEDURES FOR HUMAN INFECTIOUS DISEASE CONTROL

EFFECTIVE DATE SEPTEMBER 15, 2021

1. PURPOSE

Watch and Wager's Veterinary Team's role as Lasix Administration and Association Veterinarian is to promote horse safety and welfare. This includes protecting the people who care for horses during outbreaks of human infectious diseases.

2. SCOPE

This document covers the best practices and guidelines for minimizing the spread of human infectious disease at the Watch and Wager harness track during:

- A) Examination of horses for training.
- B) Observation of racing and training, including responding to incidents on the track.
- C) Furosemide (Lasix) administration.
- D) Any other interaction with Watch and Wager staff, trainers or trainers' staff.

3. RESPONSIBILITIES

The Association Veterinarian and Lasix Administration Veterinarian and any of their veterinary staff are responsible for the following:

Minimizing the risk of spread of human infectious diseases in the case of widespread viral outbreaks or pandemics.

4. PROCEDURES

- A) At all times, the Association Veterinarian and Lasix Administration Veterinarian and veterinary staff should follow current recommended guidelines from the CDC.
- B) During visits to the backstretch, including examinations for working horses and administration of Lasix, veterinarians should observe the following:

- a) Wear a face mask and gloves. These should be changed daily and disposed of with medical waste.
 - b) Maintain a 6-foot distance from trainers and staff whenever possible.
 - c) Not shake hands or come into other physical contact with trainers or staff.
 - d) Not share pens or equipment.
 - e) Wash hands or use hand sanitizer between each examination at a minimum.
- C) During observation of training or racing, Association Veterinarian should observe the following:
- a) Maintain a 6-foot distance from staff and horsemen.
 - b) Cover mouth and nose when coughing or sneezing.
 - c) Not shake hands or come into other physical contact with staff or horsemen.
 - d) Not share pens or equipment.
 - e) Wash hands or use hand sanitizer.
- D) When providing furosemide (Lasix) administration, the Lasix Administration Veterinarian and staff should observe the following:
- a) Wear a mask and gloves.
 - b) Maintain a 6-foot distance from staff and horsemen.
 - c) Ask the individual holding the horse to stay on the opposite side of the horse while furosemide is administered, if possible.
 - d) Not shake hands or come into other physical contact with staff or horsemen.
 - e) Not share pens or equipment. The requirement for signatures from horsemen is temporarily suspended. Please write the name of the horsemen's representative on all necessary documentation.
 - f) Wash hands or use hand sanitizer between each barn at a minimum.
- E) If responding to an incident on the track, Association Veterinarian should observe the following:
- a) Wear a mask and gloves.
 - b) Put the care of the horse first, but try to maintain distance from others attending to the scene, when possible.
 - c) Limit the number of people on the scene to required individuals only. For most emergencies, the horse ambulance driver, the employee holding the horse and the veterinarian should be sufficient. The veterinarian on the scene can request additional assistance as needed through the outrider.
 - d) Only one person should ride in the ambulance with the horse.
 - e) Wash hands or use hand sanitizer following the incident and interaction with others.

Watch and Wager LLC

Harness Racing at Cal Expo

COVID-19 Protocols

Updated September 15, 2021

New Policy for
Owners/Trainers/Grooms/Employees found on
www.CalXHarness.com

Restricted Facility Access

1. Racing Office:
 - a) Entries for all races will be taken by telephone or online only.
 - b) All racing office personnel in the racing office must wear masks.
 - c) All racing office personnel must adhere to social distancing requirements by providing each individual with the required six feet of space.

2. Grandstand/Paddock/Winners Circle:
 - a) All Watch and Wager harness racing facilities will be subject to enhanced cleaning and sanitization protocols.
 - b) Hand sanitization will be available at Grandstand entrance and in the paddock.

3. Drivers' Room Protocols:
 - a) The valet and all drivers will be required to wear a face mask while in the drivers' room. Drivers will wear a mask from arrival until leaving.
 - b) Drivers who choose to leave the state to drive at other racetracks will not be permitted to drive at Cal Expo without being COVID-19 tested and negative results presented to Watch and Wager management prior to driving. There are no exceptions.

Additional Protocols during Live Racing

1. Trainers and Essential Personnel/Grooms
 - a) All trainers will be required to wear masks.

- b) All grooms will be required to wear masks when escorting horses to the racetrack and in the paddock.
 - c) Only the trainer and one groom will be allowed to accompany each horse.
 - d) Trainers who choose to leave the state for any reason must have a negative COVID-19 test before returning to Cal Expo and the results presented to Watch and Wager management
2. Essential On-Track Personnel:
- a) The outrider on the track will be required to wear a mask.
 - b) All starting car personnel will be required to wear a mask.
 - c) The starting car will be disinfected by the starting car driver in between races.

Personal Protective Equipment (PPE)

Masks must be worn by all personnel on site, including drivers.

Controlled Access Areas and Documentation for Training Restricted Facility Access:

1. Backstretch and Stable Areas:
- Access:
- a) Masks must be worn by all personnel onsite, including the stable area and racetrack at all times.
 - b) Only trainers with horses presently stabled at Cal Expo for the Watch and Wager Harness meet and essential personnel licensed by the state who are responsible for the care of these horses (veterinarians, grooms, farriers, etc.) will be permitted access to the backstretch and stable areas.
 - c) Horses racing and shipping from in-state farms who are accompanied by essential, licensed personnel will be allowed to enter the barn area with temperature screens for the personnel. Horses shipping from out of state must have appropriate Coggins and health certificates and all accompanying personnel must have a valid COVID-19 test certificate certifying they tested negative.
 - d) All Watch and Wager security personnel will be required to wear masks.

Track Kitchen:

- a) The drivers' room track kitchen will remain open for takeout service only and. Track kitchen is NOT open to the public.
- b) Six foot social distancing spacing lines have been set up in the track kitchen.

- c) No in-kitchen dining will be allowed. Take out only.
- d) No congregating to watch races on TV in the kitchen will be allowed.

Veterinarians and Trainers – Stable Protocols

- a) Watch and Wager employed veterinarians will be required to wear masks for horse inspections.
- b) Veterinarians will be required to follow strict hand washing and hand sanitizing protocols between races in case horses need to be examined.
- c) Trainers will be limited to essential personnel only in their designated barns.
- d) Only one person will be permitted in a tackroom and/or office at any given time.
- e) Tackrooms and offices will be sanitized after individual use.
- f) All tack and barn equipment will be sanitized daily.
- g) Tack and barn equipment will not be stored with other equipment until it has been clean and sanitized.
- h) Living quarters tackrooms will be assigned to trainers and can only be shared by two people at the maximum. Those two people must be family/household members. No visitors will be allowed in living quarters tackrooms. Only residents registered with Watch and Wager are permitted in the living quarters tackrooms.

WATCH AND WAGER LLC

Track Access Restriction Policy

(COVID-19 Prevention Program)

Restricted Access to the Grandstand and Paddock

- Only CHRFB-licensed trainers who have horses racing that evening are allowed in the paddock for the night program.
- Trainers' designated staff may include a groom and up to one attendant per horse
- Essential personnel include racing officials, such as designated by the CHRFB, safety staff (ambulance drivers, track maintenance crew) and specialized janitorial staff to clean the paddock and sanitize the facility.
- No guests on the backstretch. No exceptions.
- Only trainers and their designated staff may accompany their horse into their assigned stall in the paddock.
- The paddock is closed to everyone other than racing officials, trainers and/or their designated staff required to accompany each horse to and from the paddock or racetrack for their assigned race.
- Horses will be hooked to race bikes in the paddock and proceed directly to the racetrack.
- Drivers will mount their race bikes in the paddock and will then continue to the post parade and warm up.
- Starting gate car will be disinfected between every race and the driver and starter will be required to wear masks and will maintain proper social distancing.
- Non-essential personnel to be prohibited include all public service employees (e.g., food service, wagering tellers, ushers, and admission staff).
- The Press Box will be closed to all but the official chart caller and Watch and Wager management who will maintain social distancing.

Personal Protective Equipment

(COVID-19 Prevention Program)

Watch and Wager is committed to ensuring that appropriate and sufficient personal protective equipment (PPE) is provided to employees to help limit the spread of COVID-19. In addition, our janitorial staff also maintains a supply of PPE appropriate for their duties. The following PPE (subject to availability) will be maintained on-site by Watch and Wager and provided to employees according to the needs and potential hazards of their respective duties:

- Nitrile Gloves (all sizes)
- Face Coverings (cloth, bandanas, etc.)
- Hand Sanitizer (various containers & volumes). Hand Soap & Disinfectants
- Temperature-taking Devices (IR Thermometers).
- Color coded wristbands assigned to those with a “normal” temperature for the evening.
- First Aid Kits (including sterile gauze for temperature taking)

Determination of appropriate PPE will be based on the respective Job Safety Analysis, corporate "COVID-19 Task Force" recommendations and applicable CDC health guidance. "Essential" employees, including Security & Operations gate personnel, will be required to wear face masks and gloves. Face coverings & gloves will be provided to all employees, regardless of their duties, upon request.

Responsible parties for PPE at Watch and Wager include:

Kate Phariss/Ismar Flores

Stable Area Access & Quarantine Policy

(COVID-19 Prevention Program)

A. Purpose

Watch and Wager harness racing has identified risks for our stabling and racing facilities as they relate to COVID-19 and precautions we must undertake to ensure the safety of our employees, stakeholders, horses and to reduce opportunities for COVID-19 virus spread. The protocols and procedures herein will apply to ALL persons who require access or who work/live in and Watch and Wager stabling or racing facility.

B. Access to Stabling or Racing Facility

All stabling or racing facility attendees must present a current CHRB license or relevant credentials to the posted gate staff member. If the attendee has not been previously cleared, they will be required to answer the following questions before access will be granted:

ENGLISH LANGUAGE – QUESTIONNAIRE

1. Have you, or someone you have come in contact with, travelled internationally in the past 21days?

2. Are you experiencing, or have you experienced any of the following symptoms in the past 7days?

- Cough
- Shortness of Breath or Difficulty Breathing
- At least two of the following – Fever, Chills, Muscle Pain, Sore Throat, Headache or “New Loss of Taste or Smell”

C. Have you been in contact with anyone who is or has experienced any of the following symptoms in the past 7 days?

- Cough
- Shortness of Breath or Difficulty Breathing
- At least two of the following – Fever, Chills, Muscle Pain, Sore Throat, Headache or “New Loss of Taste or Smell”

4. Are you aware that washing your hands multiple times per day and before eating is the most important way to stop the spread of COVID-19?

RISK ANALYSIS OF VISITORS LICENSED ATTENDEES:

1. STAGE 1 RISK - Any licensed attendee who is showing visible signs of illness consistent with COVID-19 exposure or who has communicated that they have recently traveled internationally will not be granted immediate access. The licensed attendee will be asked to park their vehicle outside the main gate and be informed that the Director of Backstretch Operations or representative will speak with them before they can be granted access.
2. STAGE 2 RISK - Should the Director of Backstretch Operations determine that there is a COVID-19 risk, the licensee will be prohibited from access and document the occurrence. For these cases, the Key Decision Executive will be contacted immediately for further discussion and review of the evidence to determine the level of risk that exists. The Key Decision Executive may at his discretion grant access to the attendee

E.Cleaning Protocols

Additional cleaning protocols will include an increased frequency in cleaning high-risk surfaces. Additional resources may be required and will be determined and deployed by the Operations lead.

Driver Social/Physical Distancing Policy

(COVID-19 Prevention Program)

PURPOSE – The purpose of this track policy is to minimize nonessential pre-race and post-race personnel interactions and to maintain proper social distancing during these stages. **DRIVERS MUST WEAR A MASK AT ALL TIMES.**

PRE-RACE

- Drivers must exit the Drivers' Room with a minimum social distance of six feet of spacing between themselves.
- Drivers will receive instructions for their respective horses within the Paddock using the predetermined stalls and without any nonessential social gathering.
- The Paddock must remain clear at all times aside from grooms and horses (although trainers may temporarily be in attendance during the hooking up of race bikes).

POST-RACE

- Drivers will unhook race bikes and grooms hook up jog carts on the track at a safe social distance apart from other drivers and horses – no nonessential social gathering is permitted.
- Any post-race debriefing or discussion will occur outside the Paddock with minimal participants and at safe social distances.

NOTE: Access restrictions to the Grandstand and Paddock for non-drivers are specified in the Watch and Wager "Track Access Restriction Policy."

Home Care Instructions

(COVID-19 Prevention Program)

Qualified medical professionals evaluated you today for an apparent viral respiratory infection (e.g., influenza, COVID-19 or other common respiratory viruses). At this time your illness does not require you to go to an emergency department. Your vital signs are within acceptable ranges, including your heart rate, breathing rate, blood pressure, and oxygen level.

It is important that you continue to treat your symptoms, monitor your own condition, and take steps to prevent spreading the infection to others.

You should follow the steps below:

- Stay home except to get medical care. Do not go to work, school, or public areas. Avoid using public transportation, ride-sharing, or taxis.
- Drink plenty of fluids to stay very well-hydrated. Drink non-carbonated fluids. Avoid alcohol.
- Take ibuprofen (Motrin, Advil) or acetaminophen (Tylenol) as needed for fever or body aches, unless you have previously been told not to use these medicines. For adults, the recommended dose for ibuprofen is 400 or 600 mg every 6 hours, and for acetaminophen the dose is 650 mg every 4 hours. For children, consult medication packaging for appropriate weight-based dosing.
- Separate yourself from other people and animals in your home. ■ As much as possible, stay in a specific room and away from other people in your home. Use a separate bathroom, if available.
- If you need follow-up care, call your healthcare provider before going there. Call your healthcare provider and tell them that you have or may have the flu, COVID-19, or similar respiratory illness. Advise your healthcare provider that you were screened by a qualified medical professional and told at that time that you may remain at home. Your health care provider may arrange a follow-up visit with you in person or via telehealth. Alerting your health care provider in this way will help the healthcare provider's office take steps to keep 1 other people from getting infected or exposed.
- Wear a facemask, if you have one, when you are around other people (e.g., sharing a room or vehicle) or pets and before you enter a healthcare provider's office.
- Cover your coughs and sneezes with a tissue then throw the tissue in the trash.

- Clean your hands often. Wash your hands often with soap and water for at least 20 seconds, especially after going to the bathroom; before eating; and after blowing your nose, coughing, or sneezing. If soap and water are not readily available, use an alcohol-based hand sanitizer with at least 60% alcohol. Always wash hands with soap and water if hands are visibly dirty.
- Avoid sharing personal household items, such as dishes, drinking glasses, cups, eating utensils towels, or bedding with other people or pets. After using, wash them thoroughly.
- Clean and disinfect frequently touched objects and surfaces using a regular household cleaning spray or wipe.

Monitor your symptoms

If you are in any way worsening, please seek care by contacting your doctor, going to an urgent care center, or going to your nearest emergency department for further evaluation and treatment of your condition. This could include, but is not limited to:

- High or persistent fevers, vomiting, trouble breathing or shortness of breath, coughing up blood, severe headaches, neck pain/stiffness, or any new or worsening symptoms or concerns.
- If you unable to walk or you are experiencing shortness of breath that limits your ability to go by private car, please call 9-1-1. Before seeking care, call your healthcare provider, if possible, and tell them that you have a respiratory infection. Put on a facemask before you enter the facility. If you have a medical emergency and need to call 9-1-1, notify the operator that you have a respiratory infection and that a qualified medical professional has responded once to you regarding your symptoms. They advised to call back if my condition worsened. If possible, put on a facemask before any EMS arrives.

Discontinuing home isolation

If your doctor or local health department advises you to remain on home isolation precautions, please contact them for advice for when it is appropriate to discontinue this and resume normal daily activities.

If you have not been advised about home isolation precautions by your doctor or local health department, please stay home when you are sick and until there is no fever for a minimum of 24 hours without medicine like Tylenol, Motrin, or Advil.



Operating Harness Racing at Cal Expo

Scott Chaney
California Horse Racing Board
Executive Director
1010 Hurley Ave
Sacramento, CA 95825

October 23, 2021

Re: Adoption of CHRB inclement weather policy for 2022 Winter/Spring

Dear Scott,

Watch and Wager LLC operator of Cal Expo harness racing hereby adopts the CHRB inclement weather policy as outlined on the CHRB website. Some references in the policy to Thoroughbred track care and grooming would not be applicable to our breed. But overall, we agree with the goals and intent of the policy.

Sincerely,

Christopher Schick

Christopher J. Schick
General Manager

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: Watch and Wager.com LLC, 700 Larkspur Landing Circle, Suite #199, Larkspur, CA, 94939 Ed Comins, ecomins@watchandwager.com 925-336-4499
- B. Breed of horse: Thoroughbred Quarter Horse Harness X
- C. Racetrack name: California Exposition & State Fair (Cal Expo)
- 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.
License fee on deposit with Racing Board.
- E. Was the association licensed to operate a race meeting prior to January 1, 2001?
Yes No X
If no, attach a surety bond in the amount of one hundred thousand dollars.
Surety bond is on file with the Board

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 22, 2021 - May 10, 2022
- B. Actual dates racing will be held: December 26, January 1, 2, 7, 9, 14, 16, 21, 23, 28, 30, February 4, 6, 11, 12, 18, 20, 25, 27, March 4, 6, 11, 13, 18, 20, 25, 27, April 1, 3, 8, 10, 15, 17, 22, 24, 29, and May 1.
- C. Total number of days or nights of racing: 37
- D. Days or nights of the week races will be held: Friday & Sunday evenings generally, Exceptions are dark Friday 10/31 (New Years Eve), and Sunday 2/13(Super Bowl. Racing two Saturday's January 1st, and February 12th.
Wednesday – Sunday Tuesday – Saturday Other (specify)
- E. Number of days or nights of racing per week: 2

CHRB CERTIFICATION

Application received: 9/23/2021
Deposit received: Yes
Reviewed: RP

Hearing date: 11/17/2021
Approved date:
License number:

3. RACING PROGRAM

- A. Total number of races: 518
- B. Number of races for each day or night: Up to 14 races nightly
- C. Total number of stakes races: **30**
- 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. **Attached**
 - 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). Eight total new California Sire Stake Races have been added for total new stakes money of \$265,000. We have added two \$50,000 finals to the Cal Sired program.
 - 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? Drivers and Trainers will use their own registered colors.
- F. List all post times for the daily racing program. 6:30 on Friday. 4:50 on Sunday. Special Saturday's Jan 1st, and February 12th at 5:45.

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:
 - 2. State where incorporated:

WATCH & WAGER

2022 California Sires Stakes - 2022 Winter Late Closers

			CASS	Late Closer
1/2	Late Closer	Jack Williams Elim		\$6,000
1/9	Late Closer	Jack Williams Final		\$12,500
1/16	Late Closer	Gordon Elim		\$6,000
1/23	Late Closer	Gordon Final		\$12,500
1/28	CASS	4 yo Fillies	\$20,000	
1/30	CASS	4 yo C&G	\$20,000	
2/18	CASS	3 yo Fillies NW \$10kLT	\$7,500	
2/18	CASS	4 yo Fillies	\$20,000	
2/20	CASS	3 yo C&G NW \$10kLT	\$7,500	
2/20	CASS	4 yo C&G	\$20,000	
3/4	CASS	3 yo Fillies NW \$15kLT	\$10,000	
3/6	CASS	3 yo C&G NW \$15kLT	\$10,000	
3/6	Late Closer	Budahn FFA Trot		\$10,000
3/11	CASS	4 yo Fillies	\$20,000	
3/13	CASS	4 yo C&G	\$20,000	
3/13	Late Closer	Kirschenbaum DHA F&M		\$10,000
3/18	CASS	3 yo Filly Pace	\$15,000	
3/20	CASS	3 yo C&G Pace	\$15,000	
3/25	CASS	4 yo Fillies	\$20,000	
3/27	CASS	4 yo C&G	\$20,000	
3/27	Late Closer	Don Fowler DHA C&G		\$10,000
4/1	CASS	3 yo Filly Pace	\$15,000	
4/3	CASS	3 yo C&G Pace	\$15,000	
4/10	Late Closer	Bergstein Trot		\$10,000
4/15	CASS	3 yo Filly Pace	\$15,000	
4/15	CASS	4 yo Fillies	\$50,000	
4/15	CASS	4 yo C&G	\$50,000	
4/17	CASS	3 yo C&G Pace	\$15,000	
4/17	Late Closer	Breed F&M Pace		\$10,000
4/24	Late Closer	Arnold Pace		\$10,000
			<u>\$385,000</u>	<u>\$97,000</u>

Revised 9.22.21



Winter/Spring Overnight
Stakes Schedule

**Watch and Wager LLC @ Cal
Expo Harness 2022**

1/2	Jack Williams Elim	6,000
1/9	Jack Williams Final	12,500
1/16	Gordon Elim	6,000
1/23	Gordon Final	12,500
1/28	4 YO Filly Pace	20,000
1/30	4 YO C&G Pace	20,000
2/18	3 YO Filly NW \$10K LT	7,500
2/18	4 YO Filly Pace	20,000
2/20	3 YO C&G NW \$10K LT	7,500
2/20	4 YO C&G Pace	20,000
3/4	3 YO Filly NW \$15K LT	10,000
3/6	3 YO C&G NW \$15K LT	10,000
3/6	Budahn FFA Trot	10,000
3/11	4 YO Filly Pace	20,000
3/13	4 YO C&G Pace	20,000
3/13	Kirschenbaum DHA F&M	10,000
3/18	3 YO Filly Pace	15,000
3/20	4 YO C&G Pace	15,000
3/25	4 YO Filly Pace	20,000
3/27	4 YO C&G Pace	20,000
3/27	Don Fowler DHA C&G	10,000
4/1	3 YO Filly Pace	15,000
4/3	3 YO C&G Pace	15,000
4/10	Bergstein Trot	10,000
4/15	3 YO Filly Pace	15,000
4/15	4 YO Filly Pace	50,000
4/15	4 YO C&G Pace	50,000
4/17	3 YO C&G Pace	15,000
4/17	Breed F&M Pace	10,000
4/24	Arnold Pace	10,000

**Watch and Wager LLC @ Cal
Expo Harness 2021**

1/9	Staats Final	10,000A
1/23	Gordon Final	10,000A
2/5	4 YO Trot	7,500
2/5	4 YO Colt Pace	7,500
2/5	4 YO Filly Pace	7,500
2/26	4 YO Trot	7,500
2/26	4 YO Colt Pace	7,500
2/26	4 YO Filly Pace	7,500
3/6	Budahn	10,000
3/12	4 YO Trot	7,500
3/12	4 YO Colt Pace	7,500
3/12	4 YO Filly Pace	7,500
3/13	Kirschenbaum Final	10,000
3/27	Arnstine Final	10,000
4/2	4 YO Trot	7,500
4/2	4 YO Colt Pace	7,500
4/2	4 YO Filly Pace	7,500
4/10	Bergstein	7,500
4/16	4 YO Trot	7,500
4/16	4 YO Colt Pace	7,500
4/16	4 YO Filly Pace	7,500
4/17	Breed FFA	10,000
4/17	Arnold FFA	10,000

**Watch and Wager LLC @ Cal
Expo Harness 2020**

1/2	Gordon Final	9,000A
2/7	4 YO Trot	6,500
2/7	4 YO Filly Pace	6,500
2/7	4 YO Colt Pace	6,500
2/8	Shapiro	7,500A
2/21	3 YO Trot	6,500
2/21	3 YO Filly Pace	6,500
2/21	3 YO Colt Pace	6,500
2/22	Goudreau	7,500A
2/28	4 YO Colt Pace	6,500
2/28	4 YO Trot	6,500
2/28	4 YO Filly Pace	6,500
3/6	3 YO Trot	6,500
3/6	3 YO Filly Pace	6,500
3/6	3 YO Colt Pace	6,500
3/7	Budahn	10,000
3/13	3 YO Filly Pace	6,500
3/13	3 YO Colt Pace	6,500
3/13	3 YO Trot	6,500
3/20	Kirschenbaum	10,000
3/20	3 YO Trot	6,500
3/20	3 YO Filly Pace	6,500
3/20	3 YO Colt Pace	6,500
3/21	Beck Final	10,000
3/27	4 YO Trot	6,500
3/27	4 YO Filly Pace	6,500
3/27	4 YO Colt Pace	6,500
4/3	3 YO Trot	6,500
4/3	3 YO Filly Pace	6,500
4/3	3 YO Colt Pace	6,500
4/17	Bergstein Final	10,000
4/17	3 YO Filly Pace	6,500
4/17	3 YO Colt Pace	6,500
4/17	3 YO Trot	6,500



Cal Expo Harness Racing

2022 Winter/Spring Meeting

	Friday	Sunday	Sat 1/1 & 2/12
Race 1	6:30	4:50	5:45
Race 2	6:52	5:17	6:11
Race 3	7:14	5:44	6:37
Race 4	7:36	6:10	7:03
Race 5	7:58	6:38	7:29
Race 6	8:20	7:06	7:55
Race 7	8:42	7:34	8:01
Race 8	9:04	8:02	8:27
Race 9	9:26	8:30	8:53
Race 10	9:48	8:58	9:21
Race 11	10:10	9:20	9:45
Race 12	10:32	9:42	10:12
Race 13*	10:54	10:04	
Race 14*	11:16	10:26	

* If applicable

Note: Cal Expo will coordinate its post times with Los Alamitos and any other twilight or nighttime California thoroughbred signal.

3. Registry or file number for the corporation:
4. Names of all officers and directors, titles, and the number of shares of the corporation held by each:
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:
6. Number of outstanding shares in the corporation:
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 shareholdings of the corporation:
9. If more than 50% of the shares are held by a parent corporation or are paired with any other corporation or entity, give the name of the parent and/or paired corporation or entity.
 - a. Is parent and/or paired corporation or entity a publicly traded or privately held company that guarantees the obligation of the applicant? Yes No
If no, proceed to section F. If yes, answer questions 10 through 17, below.
10. Registered name of the corporation:
11. State where incorporated:
12. Registry or file number for the corporation:
13. Names of all officers and directors, titles, and the number of shares of the corporation held by each:
14. Names (true names) of all persons, other than the officers and directors listed above, that hold 5% or more of the outstanding shares in the corporation and the number of shares held by each:
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 shareholdings of the corporation:

D. LLC

1. Registered name of the LLC: Watch and Wager.com LLC
2. State where articles of organization are filed: Nevada
3. Registry or file number for the LLC: C20120420-0901
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.
Ed Comins, President, and Managing Member
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.
European Wagering Services 100 % Shareholder
 - 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: Watch and Wager.com Ltd.
8. State where articles of organization are filed: Isle of Man, United Kingdom
9. Registry or file number for the LLC: IOM Registration # 0984CC2
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. D H N Eke, Executive Chairman, 0 Shares – Ed Comins, President, 0 Shares. Watch and Wager.com LTD is a wholly owned subsidiary of Webis Holdings PLC, a public company listed on AIM (London) United Kingdom.

11. Are the shares listed for public trading? Yes No
12. If yes, on what exchange and how the stock is listed: London Stock Exchange

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: Attached
 - 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:

Ed Comins- President & Managing Member, Watchandwager.com LLC.

WatchandWager.com LLC has entered into a management operating agreement with Golden Bear Racing LLC.

Golden Bear Racing LLC is registered in the State of California. There are two members of Golden Bear LLC, Benjamin Kenney and Christopher Schick. Golden Bear will operate on behalf of Watchandwager.com LLC the day-to-day operations of the proposed harness meeting. A copy of that management agreement is on file with the Board.

Christopher Schick	General Manager
Benjamin Kenney	Assistant General Manager
Kate Phariss	Director of Backstretch Operations
Glen Harris	Mutuel Manager
John Robert Williams	Track Superintendent
Gary Seibel	Announcer/ Simulcast Host
Martin Bridges	Program Director

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):
 Christopher Schick and/or Benjamin Kenney, 25 Cadillac Drive #201, Sacramento, CA 95825. E-Mail: chris@goldenbearracing.com; ben@goldenbearracing.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
2020	68,356, 578	22.425 (Covid 19)
2019	56,158,860	101,139
2018	52,681,876	121,562
2017	58,411,829	142,945
2016	57,780,966	144,224

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

A. Purse distribution:

1. All races other than stakes:
Current meet estimate: \$1,520,000
Prior meet actual: \$1,326,570

Average Daily Purse (7A1 ÷ number of days):
Current meet estimate: \$41,081
Prior meet actual: \$37,902

2. Overnight stakes:
Current meet estimate: \$97,000
Prior meet actual: \$80,000

Average Daily Purse (7A2 ÷ number of days):
Current meet estimate: \$2,622
Prior meet actual: \$2,286

3. Non-overnight stakes:
Current meet estimate: \$385,000
Prior meet actual: \$112,000

Average Daily Purse (7A3 ÷ number of days):
Current meet estimate: \$10,405
Prior meet actual: \$3,200

4. Total Purses: (7A1 + 7A2 + 7A3)
Current meet estimate: \$2,002,000
Prior meet actual: \$1,518,570

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: 80%
Prior meet actual: 58%

Average Daily Purse (7B1 ÷ number of days):
Current meet estimate: 2.16%
Prior meet actual: 1.66%

- C. Funds to be generated for all California-bred incentive awards (including breeder awards and owners' premiums):
Current meet estimate: \$22,786
Prior meet actual: \$18,988

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

Recognized Horsemen's Organization

Current meet estimate:	Prior meet actual:
Total \$91,200	Total \$79,594

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

Current meet estimate:	\$2,115,986
Prior meet actual:	\$1,617,152

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

Current meet estimate:	\$57,189
Prior meet actual:	\$46,204

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:	\$400,000
Prior meet actual:	\$133,750

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

Current meet estimate:	\$10,811
Prior meet actual:	\$3,821

G. Purse funds to be generated from interstate handle:

Current meet estimate:	\$160,000
Prior meet actual:	\$256,859

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

Current meet estimate:	\$4,324
Prior meet actual:	\$7,339

H. Bank and account number for the Paymaster of Purses' purse account: Union Bank... Account number is on file with the Board.

I. Name, address, email, and telephone number of the pari-mutuel audit firm engaged for the meeting: Kevin Riley CPA, 3838 Watt Ave Suite E-500, Sacramento, Ca 95821 916 488 8360, Kevin@rmb-cpa.com

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: 800
- B. Minimum number of stalls believed necessary for the meeting: 625
- 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. N/A

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): 1020
- 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 vaning from off-site stalls for this meeting. Show fees to be paid for vaning 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: **Layne Schloeder DVM 916.206. 7542**
 - 1. Attach a schedule listing the dates and times that the racing veterinarian will be available onsite during training hours, workouts, and racing for the association and auxiliary sites. Tuesday through Saturday 7am to 11:30am

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

Proposed Wagering Format

The following CHRB and ARCI wagering rules are requested.

Type	Rule Number
Exacta (1E)	1959
Daily Double (1DD)	1957
Trifecta (0.20 Tri)	1979
Superfecta (.10SF)	1979.1
Pick-3 (1 PK3)	1977
Pick-4 (0.20 PNP4)	1976.9
Pick-5 (0.20 PNP5)	1976.9
Pentafecta (.20 Super H5)	ARCI 004-105-X- Option 3
PN6 (0.20)	ARCI 004-G-Method 1

Race 1: 1E, 1DD, 0.20 Tri, 0.20 PNP5

Race 2: 1E, 0.20 Tri, .10 SF \$1P3

Race 3: 1E, 0.20 Tri, .10SF

Race 4: 1E, 0.20 Tri, .20P6

Race 5: 1E, 0.20 Tri, .10 Super H5

Race 6: 1E, 0.20 Tri, .10 PNP5

Race 7: 1E, 0.20 Tri, .10SF, 1 P3

Race 8: 1E, 0.20 Tri, .10SF

Race 9: 1E, 0.20 Tri, .10SF

Race 10: 1E, 0.20 Tri, .20 PNP4

Race 11: 1E, 0.20 Tri, .10 .10 Super \$1P3

Race 12: 1E, 0.20 Tri, .10 Super, 1P3

Race 13: 1E, 0.20 Tri, .10SF, 1DD

Race 14: 1E, 0.20 Tri, .10 Super H5

- **\$0.20 PNP4 on races 8 thru 11, reduced 16% takeout, 90% carryover if no correct tickets with four winners. 10% minor pool payout.**
- **\$0.20 PNP6 on races 4 thru 9. ARCI 004-G- Method 1. 80% patout plus carryover for 6 winners. 20% minor payout.**
- **\$0.20 PNP5 starting on the first and sixth race. Reduced 16% takeout. No consolation. 100% carryover if no ticket correctly selects five winners. CHRB 1976.9**
- **\$0.10 Pentafecta selecting the first five finishers in the same race. 100% payout to all ticket selecting correct five finishers. No consolation. 100% carryover if no winning ticket. ARCI-004-105-X-Option 3.**

- 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. Our previous jackpot P6 is being replaced by a regular P6.
- C. Maximum carryover pool to be allowed to accumulate before its distribution **OR** the date(s) designated for distribution of the carryover pool: May 1, 2022
- D. List any options requested with regard to exotic wagering: We request to continue our promotional **16% takeout** on both our PN4 and PN5 wagers. These reduced takeout promotional rates have proven very popular.

Request for Friday \$30,000 Guaranteed Pick-4 Pool
 Request for Sunday \$30,000 Guaranteed Pick-4 Pool

Attached is a letter requesting the reduced takeout promotional wagers.

- E. Will "advance" or "early bird" wagering be offered? Yes No
 If yes, when will such wagering begin? 10 am Specify days and time for “early bird” wagering:
 All live race days.
- 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...Statewide contract, Contract expires Sept 2022.
- G. List below the takeout percentage for each type of wager identified in 10.A.:

Takeout percentage
 (Example) PNP5-14%

Race #1 WPS 17.43% E24.18% Pick-5 16% Tri 24.18% DD 24.18%
 Race #2 WPS 17.43% E 24.18% Tri 24.18% Sup 24.18%
 Race #3 WPS 17.43 % E24.18% Tri 24.18% Sup 24.18%
 Race #4 WPS 17.43% E 24.18% Tri 24.18% Sup 24.18% P3 24.18%
 Race #5 WPS 17.43% E 24.18% Tri 24.18% Sup 24.18%
 Race #6 WPS 17.43% E 24.18% Tri 24.18 Pick-6 24.18%
 Race #7 WPS 17.43% E 24.18% Tri 24.18% Sup 24.18% P3 24.18%
 Race #8 WPS 17.43% E 24.18% Tri 24.18% Sup 24.18%
 Race #9 WPS 17.43% E 24.18% Tri 24.18% Sup 24.18%
 Race #10 WPS 17.43% E 24.18% Tri 24.18% P4 16.00 %
 Race #11 WPS 17.43% E 24.18% Tri 24.18% Super Hi 5 24.18%
 Race #12 WPS 17.43% E 24.18% Tri 24.18% Sup 24.18% P3 24.18%
 Race #13 WPS 17.43% E 24.18% Tri 24.18% Super 24.18% DD 24.18%
 Race #14 WPS 17.43 E 24.18% Tri 24.18 Super Hi Five 24.18%

11. ADVANCE DEPOSIT WAGERING (ADW)

- A. Identify the ADW provider(s) to be used by the association for this race meeting.
 TVG
 Watch and Wager.com
 Twin Spires

Promotional Wager Takeout Reduction Request

Cal Expo 2022 Winter/Spring Meeting

Watch and Wager.com LLC, and the California Horseman's Association jointly request a reduction in takeout for three nightly wagers on the program. The wagers requested for reduction are for both \$0.20 Pick-5 wagers, and the \$0.20 Pick-4 wager. The normal takeout rate for those wagers would be 24.18%, we are requesting a reduced 16% takeout on the above nightly wagers.

Business and Professions code 19610.8 states that upon joint request of the association or fair accepting the wager, and the organization representing the horseman and horsewomen participating in the meeting of the association accepting the wager, the board may set the total percentage deducted from the pari-mutuel pool for any new wager introduced after Jan 1, 2004 in an amount of at least 10% but not more than 30% of the total amount handled in the pari-mutuel pool for the wager.

The California Harness Horseman's Association has approved this joint request of reduction of takeout on the above stated wagers.

For the past eight years the requested promotional wagers at 16% have proved very popular. We ask the board to approve the continuation of reduced takeout for the above nightly promotional wagers.

California Harness Horsemen's Association

P.O. Box 254767

Sacramento, CA 95865

(916) 263-7888; fax (916) 263-7887

July 17, 2021

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

Dear Mr. Chaney:

The California Harness Horsemen's Association consent is herein given for the various wagering formats, including the use of wagers with reduced take-outs that are presented in the license applications that has been submitted to the California Horse Racing Board by Watch & Wager, LLC in order to conduct harness racing at Cal Expo beginning November 19, 2021 and concluding in May of 2022.

Sincerely,
CALIFORNIA HARNESS HORSEMEN'S ASSOCIATION

A handwritten signature in black ink, appearing to read 'Jimmy Perez', with a long horizontal line extending to the right.

Jimmy Perez,
Executive Director

- B. Attach a copy of the agreement/contract with each ADW provider to be used for this race meeting. **On file**
- C. Have the agreements/contracts been approved by the respective horsemen’s groups?
 Yes X No
 If yes, attach a copy of the approval. If no, explain the status of the approval. **On file**

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

12. SIMULCAST WAGERING PROGRAM

- A. Simulcast organization engaged by the association to conduct simulcast wagering:
Southern California Off Track Wagering Inc (SCOTWINC).
- B. Attach the agreement between the association and simulcast organization permitting the organization to use the association's live audiovisual signal for wagering purposes and providing access to its totalizator for the purpose of combining on-track and off-track pari-mutuel pools.
The agreement between SCOTWINC and Watch and Wager is on file with the Board.
- C. California simulcast facilities the association proposes to offer its live audiovisual signal:
All CHRB licensed California simulcast wagering facilities, card rooms, Indian gaming centers, mini satellites, and racetracks.
- D. Out-of-state wagering systems the association proposes to offer its live audiovisual signal:
See Attached
- E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the association:
See Attached
- F. California minisatellite wagering facilities the association proposes to offer its live audiovisual signal: *All licensed California mini-satellite sites.*
- 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
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- 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”.

California Harness Horsemen's Association

P.O. Box 254767

Sacramento, CA 95865

(916) 263-7888

July 17, 2021

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

Dear Mr. Chaney:

This letter is to acknowledge our support for and approval of the out-of-state simulcasting of the nightly California harness races from Watch & Wager at Cal Expo in Sacramento, CA to Board approved in-state and out-of-state simulcast venues during the period of time that Watch & Wager is conducting its harness race meet at Cal Expo. This also approves the use of live harness racing for wagering by ADW providers that have been approved by the Board and have an agreement with Watch & Wager as required by California B&P Code, Section 19604.

These approvals shall commence with the scheduled harness meet on November 19, 2021 and extend through the final day of racing in May of 2022. It should be noted that the CHHA does reserve the right to withdraw its approval upon notification to the Board by a 15 day written notice.

We are please to work with Watch & Wager to send the audio and visual signals of our nightly live races to satellite wagering venues and ADW providers that are licensed by the California Horse Racing board.

Please let me know if I can be of any further assistance in this or any other matter.

Sincerely,

CALIFORNIA HARNESS HORSEMEN'S ASSOCIATION

A handwritten signature in blue ink, appearing to read 'Jimmy Perez', with a long horizontal flourish extending to the right.

Jimmy Perez

Executive Director

Watch & Wager LLC @ Cal Expo Harness

OUT OF STATE SIMULCAST WAGERING LOCATIONS

2022 Winter/Spring Meeting

American Tab, Oregon	Penn National Gaming, Pennsylvania
Capitol District OTB, New York	Philadelphia Park, Pennsylvania
Catskill Region OTB, New York	Plainridge Racecourse, Massachusetts
Connecticut OTB, Connecticut	Pompano Park, Florida
Downs at Albuquerque, New Mexico	Premiere Gateway
Elite Turf Club,	Racing Channel, Oregon
Fire Lake Casino, Oklahoma	Racing & Gaming Services, St. Kitts
Foxwoods Casino, Connecticut	Rosecroft Raceway, Maryland
Fraser Downs, BC, CAN	Sam Houston Park, Texas
Freehold Raceway, New Jersey	Saratoga Harness, New York
Game Play Network	Scioto Downs, Ohio
Harrah's Philly, PA	Southland Greyhound, Arkansas
Harrington Raceway, Delaware	Sports Creek Raceway, Michigan
Hastings Park, BC, CAN	Suffolk Downs, MA
Hawthorne Racecourse, Illinois	Suffolk Regional OTB, New York
Hippodrome de Montreal, QUE, CAN	Sunland Park, New Mexico
Hoosier Park, Indiana	TAB Australia
Illinois OTB, Illinois	TAB New Zealand
Indianapolis Downs, Indiana	Television Games Network (TVG)
Las Vegas Dissemination, Nevada	Thistledown, Ohio
Les Bois Park, Idaho	The Downs at Albuquerque, New Mexico
Lien Games LLC	The Meadows, PA
Lone Star Park, Texas	The Red Mile, Kentucky
Meadowlands Race Track, New Jersey	Tri-State Greyhound, WV
Mesquaki Casino, Iowa	TwinSpires.com
Mohawk Racetrack, ONT, CAN	Watch and Wager.com LLC, ND
Nassau Region OTB, New York	Western Fair, ONT, CAN
Nevada Pari-mutuel Association, Nevada	Western Region OTB, New York
Northfield Park, Ohio	Windsor Raceway, ONT, CAN
Northlands Park, BC, CAN	Woodbine Entertainment. Group, ONT, CAN
Northville Downs, Michigan	Yonkers Raceway, New York
Ocean Downs, Maryland	XpressBet.com

Watch and Wager LLC @ Cal Expo 2022 Winter/ Spring Meeting

**OUT OF STATE SIMULCAST WAGERING LOCATIONS THAT WILL COMBINE THEIR
POOLS WITH CAL EXPO.**

American Tab, Oregon
Atlantic City Race Course, New Jersey
Atlantis Paradise Island Casino, Fla
Batavia Downs, New York
Borgata Casino, Atlantic City, NJ
Buffalo Thunder Resort, New Mexico
Capitol District OTB, New York
Catskill Region OTB, New York
Connecticut OTB, Conn.
Downs at Albuquerque, New Mexico
Elite Turf Club
Empire City Bets, New York
Fire Lake Casino, Oklahoma
Foxwoods Casino, Connecticut
Fraser Downs, BC, CAN
Freehold Raceway, New Jersey
Game Play Network, Ca
Global Wagering Inc, ND
Harrington Raceway, Delaware
Harrah's Philly, Pa
Hastings Park, BC, CAN
Hawthorne Racecourse, Illinois
Hippodrome de Montreal, QUE, CAN
Hoosier Park, Indiana
Illinois OTB, Illinois
Indianapolis Downs, Indiana
Las Vegas Dissemination, Nevada
Les Bois Park, Idaho
Lien Games, North Dakota
Lone Star Park, Texas
Maywood Park, Illinois
Maryland Jockey Club, Maryland
Meadowlands Race Track, New Jersey
Megatote LLC, WI
Mesquaki Casino, Iowa
Mohawk Racetrack, ONT, CAN
Nassau Region OTB, New York
Nevada Pari Mutuel Association

Newco Ventures... NYRA bets.com
Northfield Park, Ohio
Northlands Park, BC, CAN
Northville Downs, Michigan
Ocean Downs, Maryland
Penn National Gaming, Pennsylvania
Philadelphia Park, Pennsylvania
Plainridge Racecourse, Massachusetts
Pompano Park, Florida
Potawatomi Bingo Casino, Wisconsin
Premiere Gateway
Premier Turf Club, Florida
Racing Channel, Oregon
Racing & Gaming Services, St. Kitts
Running Aces, Minnesota
Sam Houston Park, Texas
Saratoga Harness, New York
Scioto Downs, Ohio
Southland Greyhound, Arkansas
Sports Creek Raceway, Michigan
Suffolk Downs, MA
Suffolk Regional OTB, New York
Sunland Park, New Mexico
Television Games Network (TVG)
The Meadows, Pa
Thistledown, Ohio
The Downs at Albuquerque, New Mexico
The Red Mile, Kentucky
Tri-State Greyhound, WV
TwinSpires.com
Watch and Wager.com LLC
Western Fair, ONT, CAN
Western Region OTB, New York
Windsor Raceway, ONT, CAN
Woodbine Entertainment. Group, ONT, CAN
XpressBet Com
Yonkers Raceway, New York

QUARTER HORSE SIMULCAST RACES TO BE IMPORTED

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

- I. For **STANDARD BRED** racing associations, list the host tracks from which the association proposes to import out-of-state and/or out-of-country harness races. Include the dates imported races will be held, and indicate whether a full card will be accepted. If the full card will not be imported, state “selected feature and/or stakes races”.

HARNESS SIMULCAST RACES TO BE IMPORTED

<u>Name of Host Track</u>	<u>Race Dates</u>	<u>Full Card or Selected Feature and/or Stakes Races</u>
Hawthorne	TBD	Selected Feature
Northfield Park	TBD	Selected Feature
Yonkers Raceway	TBD	Selected Feature
Woodbine Harness	TBD	Selected Feature
Pocono Downs	TBD	Selected Feature
Meadowlands	TBD	Selected Feature
Mohawk	TBD	Selected Feature
Hoosier	TBD	Selected Feature

Under current statute, the association proposes to import 10 (ten) domestic out of state races nightly.

During live racing nights overlapped with Los Alamitos. We also plan to import under statute one full international card of Harness racing per live race night. We generally expect those races to be from Woodbine Mohawk Park.

On any live racing night when not overlapped with Los Alamitos, consistent with the statute, association will import 20 harness or quarter horse out of state 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: Sacramento Horseman's Association 3200 Longview Dr. Sacramento, CA 95821
- B. Names and addresses of the trustees or directors of the distributing agent: Paris Frazier, 3200 Longview Dr. Sacramento, CA 95821 501 C4 – 68-0031464
- 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 X

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. Thomas Bergstrom DVM
	Dr. Kathy Jones DVM
Clerk of Scales	NA
Clerk of the Course	Patricia Petersen
Film Specialist	Plusmic Inc.
Horse Identifier	Carl Sobey/ Sandra Rios
Horseshoe Inspector	Larry Goshman
Paddock Judge	Walter Petersen
Patrol Judges	Kenneth Fowler
Placing Judges	Tina Waters
Starter	Kenneth Fowler
Timer	Tina Waters
- B. Management officials in the racing department:

Director of Racing:	Robin Schadt
Racing Secretary:	Robin Schadt
Assistant Racing Secretary:	Brent Bridges
Paymaster of Purses:	Glen Harris
- C. Name, address, email, and telephone number of the reporter employed to record and prepare transcripts of hearings conducted by the stewards: Wendy Frazier Reporting, 13136 Ivey Rd., Herald, CA, 95638 916-956-3914 breezecs@att.net

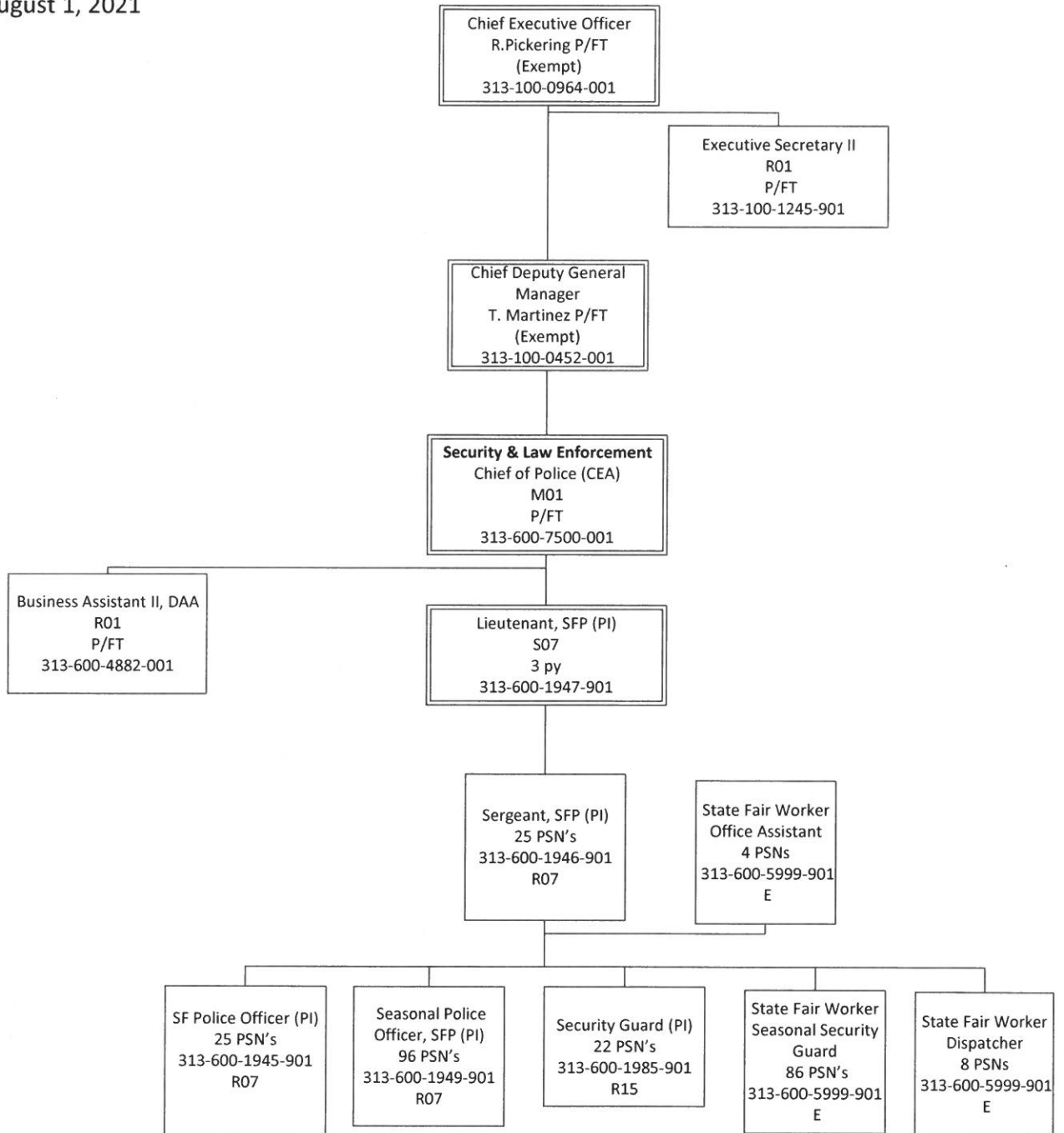
- D. Photographic device to be used for photographing the finish of all races, name of the person supplying the service, and expiration date of the service contract: Plusmic Corp USA, CDV -210 System- Bill O'Brien. Contract expires May 10, 2022.
- E. Indicate photo patrol video equipment to be used to record all races, name of the person supplying the service, and expiration date of the service contract. Specify the number and location of cameras for dirt and turf tracks. Pegasus Communications: Jim Porep, President. Contract expires May 2022. Total of 6 cameras, Upper Pan, Lower Pan, 1/8 Pole Tower Head On, 5/8 Pole Tower Head On. Paddock, Finish Line Ground Level.
- 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: Automatic electronic timer maintained and owned by Pegasus Communications. Contract Expires May 1, 2022.

15. SECURITY CONTROLS

- A. State the name and title of the person responsible for security controls on the premises. Include an organizational chart of the security department and a list of the names of security personnel and contact telephone numbers. Chief Robert Craft, 916-263- 3000/3120. See attached 2021 security organizational chart.
- B. Estimated number of security guards, gatemen, patrolmen, or others to be engaged in security tasks on a regular full-time basis: 18
 - 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.
Harness has no graded stake races or races for \$100,000 or more.
 - 2. Detention Stalls:
 - a. Attach a plan for use of graded stakes or overnight races. *Detention barn plan attached*
 - b. Number of security guards in the detention stall area during a 24-hour period: 3
 - c. Describe number and location of surveillance cameras in detention stall area. *The detention barn is monitored by one surveillance camera. The recording location is the main backstretch entrance Gate 12.*
 - 3. TCO2 Testing:
 - a. Number of races to be tested, and number of horses entered in each race to be tested: *Currently seven races nightly, two horses per race, randomly drawn by the stewards. Association will evaluate for potential increase.*
 - b. Plan for enhanced surveillance for trainers with high-test results: *TCO2 levels exceeding 37 millamoles are considered positive tests. We will require detention of a high testing horse for a minimum of four starts.*
 - c. Plan for detention stalls for repeat offenders: *Repeat offenders will have their entire barn in detention for a period of no less than 30 days. Repeat offender will bear the cost of such detention. Any violation thereafter, offending trainer will be considered for exclusion.*

California Exposition & State Fair Police Department

August 1, 2021



Watch and Wager Detention Barn Procedures

2022 Winter/ Spring Meet

The Cal Expo Detention Barn is a stand-alone fully secure 20 stall barn located at the south end of the Cal Expo barn area.

There is a guard on duty out front of the detention barn. All personnel entering are required to sign in the log book. Veterinarians are allowed in for Salix administration only.

All California Sire Stake races, along with designated overnight stakes are required for detention.

Detention barn horses are required to report by 12 noon to the detention barn.

- d. Number of security personnel assigned to the TCO2 program: *A pool total of 10, with no more than 2 at any given time.*
- C. Describe the electronic security system.
 - 1. Location and number of video surveillance cameras for the detention stall and stable gate: *One surveillance camera and monitor will be located at both the detention barn and Gate 12 main gate.*
- D. For night racing associations: Describe emergency lighting system. *Generator lights are placed in strategic locations around the racetrack. In addition the starting gate lights will be used for safe exit of racing participants in the event of power loss.*

16. EMERGENCY SERVICES

- A. Name, address, and emergency telephone number of the ambulance service to be used during workouts and during racing: American Medical Response, 1779 Tribute Rd, Sacramento, CA, 95815 916-563-0600
 - 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. See Attached
- 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. N/A
- C. Describe the on-track first aid facility, including equipment and medical staffing. The Cal Expo first aid station is located just past the main entrance. The facility is staffed by the Cal Expo police staff. A minimum of two Cal Expo police officers are on duty during the live racing program. Basic first aid supplies include antibiotic ointment, cotton balls/swabs, gauze pads/roller, sterile eyewash, thermometer, turkey baster for cuts. All Cal Expo police officers are CPR trained, they are also trained for Defibrillator (on site) use. Basic first aid services are offered at the station. In addition the on duty ambulance staff provides basic first aid services. The ambulance service is staffed by one EMT, and one Paramedic. The ambulance staff also has a wide range of basic and advanced life support equipment on hand.
- D. Name and emergency telephone number of the licensed physician on duty during the race meeting:
N/A
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): Sutter Memorial Hospital 5151 F St, Sacramento 916-454-3333 (1.5 miles) Mercy General Hospital 4001 J St, Sacramento 453-4553 (1.5 miles)
- 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: Sutter Memorial Hospital, 5151 F Street, Sacramento Sutter Memorial Hospital, 5151 F Street, Sacramento 916-454-3333 (1.5 miles)



July 14th, 2021

To Whom It May Concern;

American Medical Response – Sacramento Valley operates emergency and non-emergency ambulance transportation in and around the greater Sacramento area. I certify that all of our Emergency Medical Technicians (EMT's) and Paramedics are licensed by the California State Emergency Medical Services Authority (EMSA). The Paramedics are additionally accredited by Sacramento County Emergency Medical Services (SCEMS). Upon request, personnel names and certification numbers can be provided for verification. EMSA has a website where Paramedic and EMT's licenses can be reviewed and verified as active and in good standing:

<http://www.centralregistry.ca.gov/Search.aspx>.

Our ambulances are inspected annually by the California Highway Patrol and local EMS agency (Sacramento County EMS) and are stocked with equipment, medication and supplies as required by these agencies, to include all of the optional scope of practice items.

Please feel free to contact me if you have questions or require further information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Daniel Iniguez'.

Daniel Iniguez

(916) 563-0835

Operations Manager AMR Sacramento County

- 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. See Attached
- 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): Kate Phariss, Health Safety Assistant Manager. Ben Kenney, Assistant General Manager for health and safety.
- H. Attach a fire clearance from the fire authority having jurisdiction over the premises. Attached
- I. Name of the workers' compensation insurance carrier for the association and the number of the insurance policy (if self-insured, provide details): Oak River Ins Co, a Berkshire Hathaway Co. **Policy #34630**
- 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. **On file**

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.

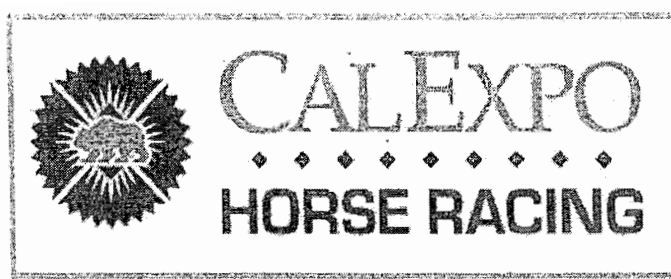
17. CONCESSIONAIRES AND SERVICE CONTRACTORS

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: Spector Corp under Master Contract with Cal Expo

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. See Attached
- B. Promotional/-Marketing budget for this race meeting: \$45,000
Promotional/Marketing budget for prior race meeting: \$42,000
- C. Number of hosts and hostesses employed for meeting: 1
- D. Describe facilities set aside for new fans. None



Watch & Wager,com LLC @ Cal Expo

FOR ON TRACK INJURY TO DRIVERS

"FIRST RESPONSE"

- In the event of an accident, the Starter; Outrider, and/or Ambulance shall respond immediately
- The American Medical Response Ambulance will stop on the track and assess the driver's(s) need.
- The attending medical professionals shall be equipped with advanced cardiac life support (ACLS) and other necessary acute medical treatment equipment and supplies.
- An "on site evaluation" of injuries to the driver(s) shall be made.

"ON SITE EVALUATION"

- Based on the Emergency Medical Response, the Paramedic and EMT team on the American Medical Response Ambulance, will provide on site evaluation of injuries and make decision to either treat the injured driver(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 American Medical Response shall treat the injured drivers(s); or,
- If off site treatment is deemed necessary, a back up ambulance from American Medical Response will be summoned to either take over the duties at the track or transport the injured party to the appropriate medical center.

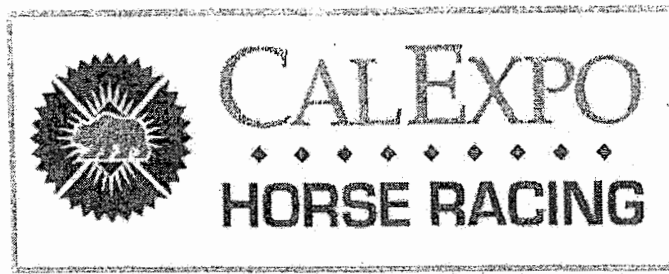
"INJURY TREATMENT"

- If the injured driver(s) is treated by the Paramedic on the American Medical Response Ambulance, they will be the primary care provider.
- If a back up ambulance is requested, the injured driver(s) shall be transported to the local appropriate medical facility.

This notice shall be posted in a conspicuous and highly visible location in the driver's room

CALIFORNIA EXPOSITION & STATE FAIR

P.O. Box 15640 * Sacramento, CA 95847-1640 State of California * Jerry Brown, Governor



Watch & Wager.com LLC @ Cal Expo

"PRIMERA RESPUESTA"

- En caso de un accidente, respondera la ambulancia, el poniador, o, el carrode comensar.
- La ambulancia respondera par aver lo necesario.
- La ambulancia tiene el equipo necesario para accidentes.
- Se hara una evaluacion de acuerdo al accidente.

"EVALUACION AL INSTANTE"

- Basandose al (EMT) Emergencia Medica Responsable. Que es la ambulancia. Ellos Aran Una evaluacion al instante. Para ver si se puede tartar al momento o ser transportado, al hospital.

"ATENCION AL ACSIDENTADO"

- El acidentado sera tratado de inmediato por (EMT).
Sies demaciado grave el accidente sera transportado por ambulancia



DEPARTMENT OF FORESTRY AND FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL
Fire and Life Safety Division - North
2251 Harvard Street, Suite 130, Sacramento, CA 95815
(916) 568-3826

PRIORITY INSPECTION REPORT

BUILDING INFORMATION

SFM FILE NUMBER: 04-34-91-0001-00024

JURISDICTION: Life Safety North

BUILDING OWNER:

BUILDING NAME: HORSE / BACKSTRETCH
BARNs A-Z

BUILDING ADDRESS: 1600 Exposition Blvd, Sacramento, CA 95815

INSPECTION INFORMATION

Inspection Number : 112001

Inspection Type: Annual

Inspection Date : 11/01/2021

Inspection Status : Passed

Inspector: Joshua Rickerd

Inspection Hours : 1.5

Inspector Signature: *Joshua Rickerd*

Travel Hours : 0.5

Inspection Comments: Re-inspection cleared all comments.

In accordance with CHRB Rule 1927; Fire Prevention, each barn or structure which is used by the association for the stabling of horses or human habitation, is equipped with an automatic sprinkler system and an automatic fire alarm system. Approval to occupy has been granted.

Accompanied By:

Signed:

COMMENTS OR QUESTIONS ABOUT INSPECTION SERVICES
Please contact CAL FIRE Life Safety North at (916) 568-3826 for assistance.

watch wager

Operating Harness Racing at Cal Expo

ATTACHMENT A

Scott Chaney
Executive Director
California Horse Racing Board

November 3, 2021

Re: Request for waiver under CHRB #1927

Dear Scott,

Cal Expo and Watch and Wager have obtained a valid fire clearance permit from Cal Fire dated November 1, 2021. This permit would fall just outside of the 45-day period prescribed in CHRB 1927. We are requesting from the Board a waiver of the 45-day inspection rule under 1927.

Thank you for consideration of our request.

Sincerely,

Christopher Schick

Christopher J. Schick
General Manager
October 20, 2021



WATCLLC-02

PRZEMIELEWSKIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/15/2021

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: Sara Przemielewski	
	PHONE (A/C, No, Ext): (925) 660-3531	FAX (A/C, No):
E-MAIL ADDRESS: Sara.Przemielewski@ioausa.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Oak River Insurance Company		34630
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

WatchandWager.com, LLC
 25 Cadillac Drive, Suite 201
 Sacramento, CA 95825

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N / A		WAWC216152	8/3/2021	8/3/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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)

CERTIFICATE HOLDER

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

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

- E. Describe any improvements to the physical facility in advance of the meeting that directly benefit:
 - 1. Horsemen: We have a new paddock area that we continue to upgrade and secure.
 - 2. Fans: We launched a new website in 2020. Free live streaming and replays.
 - 3. Facilities in the restricted areas: None at this time

19. SCHEDULE OF CHARGES

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

Admission (general)	Free
Admission (clubhouse)	Free
Reserved seating (general)	N/A
Reserved seating (clubhouse)	N/A
Parking (general)	Free
Parking (preferred)	N/A
Parking (valet)	N/A
Programs (on-track)	\$4.25
(off-track)	\$4.75 Program is a joint Los Alamitos/Cal Expo night program
- B. Describe any "Season Boxes" and "Turf Club Membership" fees. N/A
- C. Describe any "package" plans, such as combined parking, admission, and program. N/A

20. JOCKEYS/DRIVERS' QUARTERS

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

<input checked="" type="checkbox"/> Corners (lockers and cubicles)	How many 46	
<input checked="" type="checkbox"/> Showers	<input checked="" type="checkbox"/> Steam room, sauna, or steam cabinets	<input checked="" type="checkbox"/> Lounge area
<input type="checkbox"/> Masseur	<input checked="" type="checkbox"/> Food/beverage service	<input type="checkbox"/> Certified platform scale
- B. Describe the quarters to be used for female jockeys/drivers. Female drivers have a separate room for changing, along with a separate rest room and showering facilities.

21. BACKSTRETCH EMPLOYEE HOUSING

- A. Inspection of backstretch housing was completed by CHRB Investigator Bartholomew on July 3, 2021.
- B. Number of rooms used for housing on the backstretch of the racetrack: 44
- C. Number of restrooms available on the backstretch of the racetrack: 8
- D. Estimated ratio of restroom facilities to the number of backstretch personnel: 1/40

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. The Cal Expo track surface is made up of various types of sand, very coarse, coarse, medium to

fine. Silt and clay are also components. Medium to very fine sand makeup 75.4% of the sand. #2 screened fill sand added throughout the season to maintain surface consistency.

- C. The percent of cross slope in the straightaways is: 2%
The percent of cross slope in the center of the turns is: 5-6%
- D. Describe the type(s) of materials used for the inner and outer railings of the race course, the type of inner railing supports (e.g., metal gooseneck, wood 4" x 4" uprights, offset wood 4" x 4" supports, etc.), the coverings, if any, on the top of the inner railing, and the approximate height of the top of the inner railing from the level of the race course. No Rail on Inside- Pylon System. Outer Rail Aluminum.
- E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474: J.R. Williams Track Superintendent
- F. Attach a Track Safety Maintenance Program pursuant to CHRB Rule 1474. See Attached
- G. If the association is requesting approval to implement alternate methodologies to the provisions of Article 3.5, Track Safety Standards, pursuant to CHRB Rule 1471, attach a Certificate of Insurance for liability insurance that will be in force for the duration of the meeting specified in Section 2. The CHRB is to be named as a certificate holder and given not less than ten (10) days' notice of any cancellation or termination of liability insurance. Additionally, the CHRB must be listed as additionally insured on the liability policy at a minimum amount of \$3 million per incident. The liability insurance certificate must be on file in the CHRB headquarters office prior to the conduct of any racing. N/A

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. On file
- C. Attach an agreement to provide for race-day furosemide administration, pursuant to CHRB Rule 1845. On file
- D. Attach a lease agreement permitting the association to occupy the racing facility during the entire term of the meeting. (In the absence of either a lease agreement or a horsemen's agreement, a request for an extension pursuant to CHRB Rule 1407 shall be made.) Lease agreement between Cal Expo and Watch and Wager which is through May of 2022 is on file with the board.
- 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

AGREEMENT BETWEEN
WATCH AND WAGER.COM LLC

And

CALIFORNIA HARNESS HORSEMEN'S ASSOCIATION

THIS AGREEMENT is entered into between Watch and Wager.com LLC ("WAW"); and California Harness Horsemen's Association, a California corporation ("CHHA"). For convenience herein, WAW and CHHA may be referred to as the "Parties."

Recitals

- A. Whereas, WAW desires to operate harness racing meets at the Cal Expo Race Track facility in Sacramento, California.
- B. Whereas, CHHA is comprised of a majority of owners, trainers, drivers, and breeders of harness/Standardbred race horses which will participate in all harness racing meets conducted at Cal Expo and has been acknowledged by the California Horse Racing Board (CHRB) to be the organization to represent horsemen at California harness racing meetings.
- C. Whereas, the CHRB allocates harness racing dates for specific periods during the calendar year.

Now, therefore, the parties agree as follows:

I. HARNESS RACING DATES:

- a) The CHRB has allocated harness racing dates to Cal Expo for the period November 19, 2021 through May 1st, 2022 (proposed racing calendar attached) for a harness racing meet to be conducted at the Cal Expo racetrack in Sacramento, California. It is acknowledged and understood by both parties that harness racing dates are allocated by the CHRB and harness racing dates for the above allocation as well as any allocation for calendar year 2021/2022 will be requested by WAW.
- b) WAW and CHHA mutually agree to make every attempt to request the allocation of and operate a minimum of 47 racing days each calendar year at the Cal Expo facility, with racing weeks consisting of one (1) or two (2) racing days each week. Changes in racing dates can be made with the consent of both parties and neither party will unreasonably withhold this approval.
- c) "Race meet" or "racing meet" is defined as the entire period under the conduct of an association within the enclosure of the designated grounds for which the CHRB has granted a license.

2. TERM OF AGREEMENT

- a) The term of this Agreement is August 1, 2021 through July 31, 2022. This Agreement may be extended for two additional one-year terms, exercised independently, provided that the Parties reach a mutually acceptable agreement.
- b) This agreement shall be considered null and void prior to the expiration date listed above if another operator, other than WAW, is operating the race meet; or if another organization, other than CHHA, is representing the owners, trainers, drivers, and breeders, pursuant to CHRB approval.

3. HORSEMEN'S PURSE POOL:

- a) The amount to be paid by WAW to horsemen participating in the race meet as purses shall be determined and computed in accordance with the California Business & Professions Code regulations. Said amounts are derived from wagering handle on all live harness races emanating from Cal Expo and all imported out-of-state races that are Hosted by WAW from On-Track Handle, California off-Track Handle, Out-of-State Handle on WAW live races, Advance Deposit Wagering handle in California on WAW live and WAW hosted events, and Exported Advance Deposit Wagering (ADW) handle on WAW live handle through out-of-state ADW providers, from purse monies generated pursuant to B. & P. Code Section 19596.1 (a) (4) and from any other wagering sources that are approved by the California State Legislature as part of the Business & Professions Code and/or by Rules and Regulations that are promulgated by the CHRB.
- b) The parties agree that purses in the Opening Purse Schedule shall be based on a payout of approximately Forty Two-Thousand Dollars (\$42,000.00) per racing day for the Forty seven (47) racing days included in this race meet.
- c) The parties agree that this Agreement shall constitute the written agreement contemplated in Business & Professions Code section 19605.7(c) and that fifty percent (50%) of the one-half of one percent (0.5%) of unused funds identified in said section 19605.7(c), commonly referred to as a "promotion fund," shall be deposited into the horsemen's purse pool account at the conclusion of the race meet.
- d) Nothing in this Agreement is intended to alter the requirement of the law {Bus. & Prof. Code § 19619) with regard to the funding of the California Standardbred Sires Stakes Program.
- e) WAW and CHHA mutually agree that any subsidy of California Sires Stakes Program races shall come from the horsemen's purse pool. All Sires Stakes supplemental purse monies shall be paid by WAW directly to the California Standardbred Sires Stakes Committee (CSSSC) administrator. The parties hereby acknowledge that while in previous Agreements the purse pool funded the Sires

Stakes races on a supplemental basis at a \$3,000 per event, such funding will be suspended for the 2018 2019 meet and such monies will be noted due and owing from the horsemen's purse pool to the CSSSC for use in Sires Stakes races beginning in 2021.

- f) The parties will endeavor to estimate the amount of purses to be paid at the race meet, separately and singularly so as to avoid the overpayment or underpayment of purses to the horsemen by Cal Expo. WAW and CHHA shall provide to each other, an estimate of the purse pool generated during the period covered in this agreement.

Any underpayments or overpayments of purses shall be carried over to subsequent meets that are operated by O/AW.

In the event an overpayment exists at the end of a scheduled race meet and the subsequent race meet is operated by an entity other than WAW, then CHHA shall make every effort to include, in their agreement with the new operator, to have purse funds directed and paid to WAW in the exact amount of the purse overpayment no later than six (6) months after the last scheduled racing day of a race meet operated by WAW. If an underpayment of purses exists at the end of a scheduled race meet and the subsequent race meet is operated by an entity other than WAW, then the two parties shall meet and mutually agree to a method to distribute any underpayments in a manner that will benefit the harness horsemen who had participated in the race meet.

- g) Representatives of each party shall meet either party requests to discuss any issues related to the purse pool or any other matter. The parties agree that they will meet on a regular basis to determine if the purse levels are being met by the handle and to determine if a purse increase or decrease is necessary to be placed in effect for the current meet or subsequent meets.
- h) Southern California Off Track Wagering, Inc. (SCOTWINC) receives payments from harness operators for expenses related to the harness race meet and thereafter refunds excess amounts collected by SCOTWINC from the operator. In estimating the amount of money available for the payment of purses WAW shall also estimate that the purse pool shall receive, on a retroactive basis, one-half of all of the SCOTWINC refunds paid as a result of the race meet. In the event of a SCOTWINC shortfall, Both parties agree to equally share any liability.
- i) Pursuant to Business & Professions Code section 19601(1), when WAW is required to pay to Los Alamitos an impact fee, fifty percent (50%) of the impact fee paid to Los Alamitos shall be paid from commissions and fifty percent (50%) shall be paid from the purse pool.
- j) Pursuant to Business & Professions Code section 19605.77.(a), by signing this Agreement, CHHA approves the deduction of an additional one percent (1%) of the

total amount handled in conventional pari-mutuel pools of the WAW harness meet and hosted even for the defraying of workers' compensation costs for the trainers that are represented by CHHA.

- k) CHHA shall provide to WAW a listing of all current committees and subcommittees of the CHHA.
- i) When the race office combines conditions listed on the condition sheet, the purse of the resulting race shall be no less than the highest purse associated with the horse(s) that said horses originally entered for (so long as they were eligible for that race). For example, assume a NW\$1500L5 race is written with a purse of \$2900 and 6 enter and a NW\$2500L5 race is written with a purse of \$3400 and 2 enter. If these races are combined such that the new race is written NW\$1500L5 AE NW\$2500L5 to draw outside, then the resulting purse would be split between the lower and higher class.

4. PURSE SCHEDULE:

- a) Distribution of purse money to the various classes of horses competing at WAW's race meets will be in accordance with the provisions set forth herein.
- b) Purses shall not be increased during any meet except by written agreement of the CHHA Purse Committee and/or the CHHA Executive Director, as executed by the CHHA Executive Director or President and WAW. All purse increases shall apply only to overnight races and maybe distributed proportionately among all classes or races in accordance with the initial purse structure of any meet. Purses shall not be decreased without the written agreement of the CHHA Purse Committee and/or the CHHA Executive Director, as executed by the CHHA Executive Director or President and WAW. WAW must state facts upon which the decrease is warranted. CHHA shall not unreasonably withhold consent of a purse decrease.
- c) After each racing week during the race meet, WAW shall make every effort to provide to CHHA, by facsimile, email, hard copy, a report indicating the weekly total amount of monies wagered (total handle), when available; estimated commissions (WAW's share); estimated purses generated (horsemen's share); estimated purses paid; breeders and owners awards; the balance of the horsemen's purse account; and whether the horsemen are overpaid or underpaid. Within thirty (30) Days of the conclusion of any meet, WAW shall furnish to CHHA the final Statement containing all of the above information for the entire meet. CHHA acknowledges that some reports are not directly provided in a timely manner to WAW; however, WAW shall make every effort to keep CHHA apprised of all handle related data on a weekly basis.
- d) No purse pool money shall be used for match races, exhibition races, or special racing events unless the terms, conditions, and purses are expressly agreed upon in writing by the CHHA Purse Committee and/or the CHHA Executive Director.

Executed by the CHHA Executive Director or President and WAW prior to the scheduling or announcement of such races. The parties acknowledge that a Schedule of Late Closing events may be agreed upon, the Terms, Conditions & Funding of which shall be designated in writing and become part of this Agreement.

- e) No race shall be placed on the condition sheet or carded for horses with a claiming price of less than Three Thousand Dollars (\$3,000). Claiming prices may only be reduced below this level if agreed to in writing by WAW and the CHHA Executive Director or President. Bottom level claiming races will be drawn from least money earned last five starts to the highest. Eight starters is the desired but not required goal. Bottom level claimers will be split by sex when possible. Any horse dropping from a condition race or higher claimer to the bottom claiming level will be seeded at the top level for its first start in that class, unless it has raced at the bottom claiming level at least once in its last three starts.

- f) W&W will make every reasonable effort to write claiming or claiming handicap races between \$4000 and \$10,000. However, if such races do not fill, the NW\$15 races will be attempted to be written with Also Eligible conditions as follows:

NWLast5 Money	AE Base Claiming Price
Open II	AE: \$15,000 Claimer
Open III	AE: \$12,000 Claimer
>=\$3500	AE: \$10,000 Claimer
>=\$3000 and <\$3499	AE: \$8000 Claimer
>=\$2500 and <\$2999	AE: \$7000 Claimer
>=\$2000 and <\$2499	AE: \$6000 Claimer
>=\$1500 and <\$2000	AE: \$5000 Claimer
>=\$1000 and <\$1499	AE: \$4000 Claimer
<=\$500 and <\$999	AE: \$3000 Claimer

In order to maintain uniformity between NW horses and AE claimers, if the race office saw fit to write, for example, a NW\$1000 race and a NW\$2000 race, the NW\$2000 race would be constructed in a way such that the NW\$1500 AE \$5000 Claimers would draw inside to the NW\$2000 AE \$6000 Claimers, or would simply write NW\$2000 AE \$6000 Claimers and no horses could enter for a \$5000 base claiming price.

- h) Purse distribution shall be as follows, 49% winner, 24% second, 11% third, 8% fourth, 5% fifth and 3% for sixth. All starters finishing worse than 6th, will receive a \$40 starter fee. Starter's fees will not count as lifetime earning to the horse. If, due to an accident or other circumstance approved by the CHRB Stewards, fewer than five (6) horses finish in an overnight race, United States Trotting Association (USTA) Rule 19 shall apply. If fewer than five (6) horses earn money in an overnight race any unpaid monies will remain in the purse account.
- i) The Paymaster of Purses shall: (1) pay driver's fees in accordance with CHRB Rules; (2) pay programmed trainers' five percent (5%) of the purses earned by horses under their care; and (3) pay out Cal-bred Breeder Awards and Cal-bred Owner's Bonuses within fourteen (14) calendar days of each race. Breeders without an owner's account shall be paid no later than the last day of each calendar month.
- j) WAW and CHHA may agree to be joint participants in a Horse Incentive Program, the terms, conditions and funding for such a program shall be set forth in writing and become part of this Agreement.
- k) The parties acknowledge the adoption of the Diamond Horse Alliance (DHA) to include horses sired from the following harness racing jurisdictions: Alberta, CAN, Manitoba, CAN, Iowa, Wisconsin, Minnesota, Maine and Michigan. The parties agree to work together and cooperate in implementing and undertaking the DHA program and to take no action which is inconsistent with that program. WAW and CHHA may agree, in writing, to discontinue the DHA program but agree that horses that have participated in this program will not be negatively affected by such cancellation.
- l) The parties acknowledge the adoption of a "Standardbred Horse Retirement Fund" to assist in the care and placement of Standardbred race horses after they are retired from

Racing. The parties agree to each contribute Five-Thousand Dollars (\$5,000) to fund this program. A Committee shall be formed consisting of four (4) members from CHHA and one (1) member from WAW to serve as the "steering committee" for this program.

5. CHHA ADMINISTRATIVE FUNDING:

- a) The amount to be paid from the purse pool to CHHA for the purpose of defraying the cost of administration and services by CHHA for the benefit of horsemen shall be six percent (6%) of any and all purse monies generated from sources as defined in paragraph 3(a) of this Agreement.
- b) All accrued and unpaid amounts required to be paid to CHHA pursuant to this paragraph shall be paid to CHHA no later than the fifteenth (15th) day of each month for purse moneys generated the prior month. For example, if \$500,000 was generated to the purse pool as defined in paragraph 3(a) of this Agreement in October 2016, six percent (6%) of that amount shall be paid to CHHA on or before November 15, 2016.
- c) WAW receives funds from the pari-mutuel handle from various sources for commissions and purses. WAW may choose to provide to CHHA their administrative fees by the fifteenth (15th) day of each month based on funds that WAW has received. For example, if the ADW providers do not pay to WAW specific funds generated through the ADW providers in a timely manner, WAW shall pursue those late funds and shall pay to CHHA any outstanding administrative fees owed upon receipt of funds. To clarify, WAW may choose to not pay six Percent (6%) administrative fees to CHHA using the calculation of funds that WAW has not received and WAW shall advance funds to the purse pool but shall not advance unpaid funds to CHHA for administrative fees. WAW will make every effort by negotiation to receive the historical "slow pay" funds in a timely manner so that it can pay to the CHHA the required administrative fees.

6. USE of Track and Barn Area:

- a) The barn area, including the back track and main racetrack will open no later than October 1st, 2020. The main track will be closed to horses after the last race of the final night of the race meet. WAW shall ensure that the main racetrack and barn areas meet Standardbred racing standards.

7. TRACK CONDITION:

- a) WAW management shall supervise the planning and proper preparation of the race track prior to the opening of the race meet, including resurfacing of the track or reconditioning of the soil if necessary, and shall consult with the CHHA Track Committee to review plans for preparation. The track is to be approved by the CHHA Track Committee no later than two (2) days prior to the opening day of racing. WAW agrees to abide by all safety rules promulgated by the CHRB with

Regard to track maintenance and safety.

- b) WAW shall obtain the approval of CID-IA's Track Committee regarding the condition of the track for racing, training, **and** safety. An emergency meeting may be scheduled on two (2) hours' notice when the safety of the track is at issue. The decision as to track safety shall be at the discretion of the Stewards for purposes of racing, based upon recommendations from CID-IA Track Committee and WAW management. The condition of the track for training purposes shall be maintained by WAW to the satisfaction of the CID-IA Track Committee, keeping in mind the health, and welfare of the horses and all individuals participating in the training and racing of horses. In the event the CID-IA Track Committee determines the racetrack to be inadequate for Training or racing purposes, it shall promptly advise WAW management, and WAW shall promptly effectuate such repairs or remediation as may be necessary. If, in the determination of the CID-IA Track Committee the racing surface is determined to be unsafe for training or racing purposes, no owner, trainer, driver, groom, or horse shall be required to participate in any event on that racing surface.
- c) The main track shall be open from 6:30AM until 12:00 PM six (6) days per week during the term of this Agreement or other times as necessary as determined by WAW management. WAW shall not withhold consent to have the racetrack open during specific periods if a majority of the horsemen agree on suitable times for the racetrack to be opened **and** maintained.
- d) WAW shall, at its expense, provide an experienced outrider to be on the track each day during the hours when the track is open for jogging and/or training.

8. SERVICES AND CONDITIONS OF OTHER FACILITIES

- a) WAW shall maintain the Driver's Locker Room in a clean, presentable condition. b) WAW shall provide to the CID-IA and horsemen a schedule depicting the days that the barn area and racetrack will open and close for harness horses.
- c) In connection with all matters affecting horsemen at the meet, WAW recognizes CID-IA **and** its respective working committees as being the designated representatives of the horsemen as recognized by the CHRB. Upon the request of WAW or any of the above committees, representatives of both parties shall meet as expeditiously as possible to discuss and resolve any problems or matters affecting horsemen or WAW or the conduct of the meet. All agreements reached with any such committee or representatives shall be reflected in writing and signed by a representative of WAW, the CID-IA Committee involved, and/or the CID-IA Executive Director or President.
- d) No deduction, other than driver's and trainer's fees, fees for registration and eligibility papers, entry fees, and claims with the owners approval, fines levied by the CHRB, deductions ordered by any court, shall be made from any owner's purse account without the authorization of the owner or his/her authorized agent. Fees for photos,

25% in addition to normal age and Sex allowances. It is further agreed that any and all lifetime or last 5 or similar conditions, related to earnings will reflect a 50% Allowance for all DHA horses. For example, a "Non-winners of \$1,500 last 5 starts" Race shall be written "Non-winners of \$1,500 (DHA \$2250) last 5 starts". This would include any Also Eligible conditions.

- c) All entries in any race must be given the option to withdraw with no date penalty and to enter another race in the event of a condition change after the normal time for close of entries. If a race does not fill, the Racing Secretary may cancel the race and write a new condition(s) as a substitute race. Such new race shall be announced (including a text message to text subscribers). Any horses having entered an unfilled race shall be given preference over late entries.
- d) The preference rule to be in effect for the meet shall enable all horses to be eligible for a given race regardless of who the trainer or owner(s) are. In all cases all horses eligible for a race shall have their respective preference dates used to determine their eligibility for that race. However, in no case shall any common owner have three or more three horses in a race and in no case shall any trainer have three or more horses in a race, paid-in races excepted.
- e) USTA rule 14.10 shall otherwise govern Preference Dates. However, for the sole purpose of eligibility with regard to preference, any horses entered to race at Cal-Expo on a single entry date shall be considered to have the same preference date designated as the earliest of the race dates related to that entry date. For example, if the entry date is Tuesday, January 10 for races on Friday and Saturday January 13 and 14, then all horses that would otherwise have a preference date would be given the preference date of Friday, January 13, even if they actually race on Saturday January 14.
- f) When a minimum of eight (8) separate betting interests are entered for a race, the race shall be considered filled and no late entries shall be accepted by the Racing Secretary. In no event shall any race be drawn with less than five (5) separate betting interests except by mutual written agreement of WAW and the CHHA Executive Director or President. If a race is not filled, the Racing Secretary may call for additional entries or may cancel the race and add a substitute race which adds conditions to any original condition. When this occurs, the Racing Secretary or his or her designees shall announce over a public address system the relevant facts and send a text message to those who have subscribed to such a service reflecting the same information.
- g) When a horse is scratched prior to the announced scratch time, the number one also eligible shall draw into the post position vacated by the scratched horse. Once the announced scratch time has passed, all horses which have drawn into a race are obliged to race unless scratched due to one of the reasons set forth in CHRB rules. WAW shall make available to CHHA, each day after the draw, the list of entries.
- h) Unless agreed otherwise between WAW and CHHA Purse Committee and/or CHHA

Executive Director or President, the taking of daily entries shall be at a minimum of 72 hours prior to race time and scratch time shall be at a minimum of 48 hours prior to race time.

- i) The condition sheet for each racing program shall contain conditions for as many races as are scheduled on the program. In addition, the Racing Secretary may write conditions for substitute races; however, substitute races that are generally equal in quality should be **used** in place of an originally carded race that did not fill.

12. RACING CONDITIONS

- a) WAW, with the written consent of CHHA, executed by its Executive Director or President, may apply to the CHRB for permission to conduct one (1) to five (5) racing programs during each scheduled week of its meeting based upon the availability of race ready horses. Racing weeks of less **than** two (2) days may be granted if mutually agreed upon by both parties and provided there are insufficient racehorses available For two (2) days of racing. WAW and CHHA shall strive to achieve an average starter per race amount of eight (8) horses per race in all instances.
- b) WAW shall not schedule any stakes during the meet except for those stakes mutually agreed to in writing by WAW and CHHA. The stakes schedule may be modified With the mutual written consent of the CHHA Purse Committee/ Executive Committee/Executive Director and WAW, executed by the CHHA Executive Director or President.
- c) Recalls shall be made for reasons that are considered acceptable under the. Standards maintained by the USTA and the CHRB Stewards. Under all other circumstances, all horses shall be considered starters.
- d) Horses competing in races conducted as part of the California Standard bred Sires Stakes during the meet shall be required to be stabled in a designated detention bam before their respective race events, in accordance with CHRB rules, and adhere to the other conditions in the posted detention **bam** policy. Upon violation of detention bam policies, the stewards shall be notified. Current detention bam time is 12 noon race day.

13. CALIFORNIA BRED RACES

- a) Pursuant to Business & Professions Code Section 19568, WAW shall offer on the condition sheet at least one race per day restricted to Cal Bred horses. These races will be subject to all provisions of overnight races. The owner of a registered California bred horse that **wins** any race (excluding stakes, late/early closers, or restricted races) shall be paid by the Paymaster of Purses a bonus equal to ten percent (10%) of the winner's share of the posted purse from the horsemen's purse account. The Racing Secretary shall weekly place on the condition sheet a California Bred Open Race if a minimum of six (6) competitive California Bred Open horses enter and the race will be carded and **will** carry a purse equal to the preferred 1 Class. The California Bred Open will be carded as a pari-mutuel race if there are seven (7)

Separate wagering betting interests. If there are fewer than seven (7) separate wagering interests entered, but more than four (4), it will be at the discretion of Cal Expo management whether to card the race. If there are four (4) or fewer entries, the race will not be carded. All California bred races shall split divisions after twelve (12) or more entries have been accepted, should the race be used.

- b) WAW management shall be available to meet with the CHHA Purse Committee to discuss the schedule of races and purses. WAW management shall take into consideration the number and classification California bred horses on the grounds and shall write conditions that will insure full fields. The Racing Secretary shall maintain a list of all California bred horses on the grounds and shall make this list available to The CHHA Executive Director on a weekly basis upon request. CHHA will cooperate with the Racing Secretary in an effort to identify such California horses.
- c) WAW shall make available to CHHA the daily report from the Paymaster of Purses listing winners of California bred and California sired races and purses upon request.

14. **INSURANCE:** WAW shall obtain, without cost to the horsemen, driver and trainer accident and disability insurance with the following coverage at a minimum: Two Hundred Fifty Thousand Dollars (\$250,000) medical; Thirty Thousand Dollars (\$30,000) accidental death and dismemberment; and Three Hundred Fifty Dollars (\$350) per week disability for a period of up to 24 months. This insurance shall cover death, accident or injury to participants during activities related to jogging, training, the warm-up for, and conduct of any race or qualifying race at the WAW harness/Standardbred meet, or any other personal injury suffered while working on the backstretch or on the racing surface. Prior to the opening of each race meet, WAW shall provide CHHA with evidence of compliance with this provision, including a copy of the insurance policy obtained and premiums paid. If CHHA is able to purchase this same coverage at a lower rate than WAW, CHHA shall make arrangements to do so and WAW shall reimburse CHHA for any premiums paid.

15. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

16. **TERMINATION PRIOR TO EXPIRATION OF TERM:**

- a) Either party may terminate this Agreement and be relieved of any performance should the other party breach this Agreement. In the event of such termination, either party may proceed in a manner consistent with available legal remedies.
- b) Either party may terminate this Agreement, without cause, upon giving 180 days written notice to the other party.

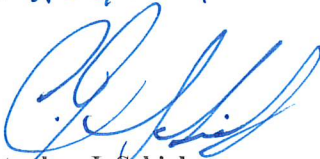
17. **DISPUTE RESOLUTION:** The parties agree that in the event of a dispute over an item(s) covered in the Agreement, the CHRB shall be asked to provide dispute resolution.

18. CHANGE OF LAW: In the event a change of law substantially affects any part of this Agreement, the parties shall meet, confer, and reduce to writing any provisions necessary to carry on the agreement as intended by the parties.
19. AGREEMENT VALIDITY: Should any part of this Agreement be declared invalid, the remaining parts of the Agreement shall remain in full force and effect, and the invalid portion shall be eliminated to the extent not inconsistent with the Horse Racing Law or the directives, rules, and regulations of the CHRB.
20. MISCELLANEOUS
- a) CHHA will use its best efforts to see to it that its members and the horsemen who participate in or who have horses stabled at the meet are advised of the terms of this Agreement, and CHHA will use its best efforts to cause those persons to comply therewith in matters under the control of CHHA. WAW will likewise use its best efforts to advise its officers and employees of the terms of this Agreement and to cause compliance therewith.
 - b) Where mutual agreement is required, neither party shall unreasonably withhold its agreement, nor shall all such mutual agreements be evidenced in a writing signed by the parties hereto, including the CHHA Executive Director or President and WAW.
 - c) As long as WAW is not in material breach of this Agreement, neither CHHA, its officers, directors, or employees shall induce, incite or encourage a strike, boycott or refusal to participate in the meet
 - d) CHHA hereby understands, recognizes, and agrees that WAW may charge a fee for the repair of any tack rooms, barns, stalls, restrooms, roofs, solar panels or any other item that is deemed to be damaged by any CHRB licensee. Owners and trainers that are assigned barns and stalls shall receive the barns and stalls in good condition and shall sign off on the condition of their assigned barns and stalls and shall only be charged a fee upon damaging the assigned barns or stalls.
 - e) CHHA hereby understands, recognizes, and agrees that it will assist WAW in any manner whatsoever related to the compliance of water quality issues in the Backstretch area. WAW may institute rules, procedures, and policies to be followed for the compliance of water quality issues by the horsemen and WAW. Upon finding a repeat violation by a horseman, trainer, or other person of these rules and procedures, WAW may fine or eject any persons occupying the backstretch area.
 - f) CHHA and WAW agree to negotiate in good faith to achieve an acceptable "Third-party Lasix" program prior to its becoming mandated by the California Horse Racing Board.
21. ATTACHMENTS: Attached is proposed racing calendar, purse schedule, new and returning horse incentive, and Third Party Lasix agreement. These attachments are hereby made part of this agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date
First shown below.

WATCH AND WAGER
LLC

Date: 7/23/2021

By: 

Christopher J. Schick
General Manager

California Harness
Horsemen's Association

Date: 7/23/2021

By: 

Jimmy Perez
Executive Director

Independent Contractor Agreement

This Agreement is made between WATER AND WHEEL CON INC ("Client") with a principal place of business at 25 CADILLAC PLANE and BOTH/ JAMES DVM ("Contractor"), with a principal place of business at calexpo.

1. Services to Be Performed

Contractor agrees to perform the following services: **Third Party Lasix Service**
OR

Contractor agrees to perform the services described in Exhibit A, which is attached to this Agreement.

2. Payment

In consideration for the services to be performed, Client agrees to pay Contractor at the following rates: **\$18.50 Per Lasix Administration**

Contractor shall be paid within a reasonable time after Contractor submits an invoice to Client. The invoice should include the following: an invoice number, the dates covered by the invoice, and a summary of the work performed.

3. Expenses

Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the Contractor hires to complete the work under this Agreement.

OR

Client shall reimburse Contractor for the following expenses that are attributable directly to work performed under this Agreement: None

Contractor shall submit an itemized statement of Contractor's expenses. Client shall pay Contractor within 30 days after receipt of each statement.

4. Vehicles and Equipment

Contractor will furnish all vehicles, equipment, tools, and materials used to provide the services required by this Agreement. Client will not require Contractor to rent or purchase any equipment, product, or service as a condition of entering into this Agreement.

5. Independent Contractor Status

Contractor is an independent contractor, and neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed, Client's employees. In its capacity as an independent contractor, Contractor agrees and represents, and Client agrees, as follows

[Check all that apply]

[Contractor has the right to perform services for others during the term of this Agreement.

[] Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed. Contractor shall select the routes taken, starting and quitting times, days of work, and order the work is performed.

[J] Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement.

[- Neither Contractor nor Contractor's employees or contract personnel shall be required to wear any uniforms provided by Client.

[The services required by this Agreement shall be performed by Contractor, Contractor's employees, or contract personnel, and Client shall not hire, supervise, or pay } assistants to help Contractor.

[AJ] Neither Contractor nor Contractor's employees or contract personnel shall receive any training from Client in the professional skills necessary to perform the services required by this Agreement.

Neither Contractor nor Contractor's employees or contract personnel shall be required by Client to devote full time to the performance of the services required by this Agreement.

6. Business Licenses, Permits, and Certificates

Contractor represents and warrants that Contractor and Contractor's employees and contract personnel will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

7. State and Federal Taxes

Client will not:

- withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf
- make state or federal unemployment compensation contributions on Contractor's behalf, or
- Withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide Client with proof that such payments have been made.

8. Fringe Benefits

Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Client.

9. Unemployment Compensation

Client shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

10. Workers' Compensation

Client shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance to the extent required by law and provide Client with a certificate of workers' compensation insurance before the employees begin the work.

11. Insurance

Client shall not provide insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor shall obtain the following insurance coverage and maintain it during the entire term of this Agreement:

[Check all that apply.]

Automobile liability insurance for each vehicle used in the performance of this Agreement-- including owned, non-owned (for example, owned by Contractor's employees), leased, or hired vehicles-- in the minimum amount of\$ combined single limit per occurrence for bodily injury and property damage.

Comprehensive or commercial general liability insurance coverage in the minimum amount of\$.combined single limit, including coverage for bodily injury, personal injury, broad form property damage, contractual liability, and cross-liability.

Before commencing any work, Contractor shall provide Client with proof of this insurance and with proof that Client has been made an additional insured under the policies.

12. Indemnification

Contractor shall indemnify and hold Client harmless from any loss or liability arising from performing services under this Agreement.

13. Term of Agreement

This agreement will become effective when signed by both parties and will terminate on the earlier of:

Term: November 12, 2021 through May 5, 2023

14. Terminating the Agreement

With reasonable cause, either Client or Contractor may terminate this Agreement, effective immediately upon giving written notice.

Reasonable cause includes:

- a material violation of this Agreement, or
- any act exposing the other party to liability to others for personal injury or property damage.

OR

Either party may, terminate this Agreement at any time by giving 10____days' written notice to the other party of the intent to terminate.

15. Exclusive Agreement

This is the entire Agreement between Contractor and Client.

16. Modifying the Agreement

This Agreement may be modified only by a writing signed by both parties.

17. Resolving Disputes

If a dispute arises under this Agreement, any party may take the matter to California state court, jurisdiction of the county of Alameda.

OR

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Alameda County, CA. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in Alameda County, CA. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

18. Confidentiality

Contractor acknowledges that it will be necessary for Client to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm Client. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform services on Client's behalf. Proprietary or confidential information includes:

- the written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use
- any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of
- business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information
- information belonging to customers and suppliers of Client about whom Contractor Gained knowledge as a result of Contractor's services to Client, and
- other: _____

Upon termination of Contractor's services to Client, or at Client's request, Contractor Shall deliver to Client all materials in Contractor's possession relating to Client's business.

Contractor acknowledges that any breach or threatened breach of Clause 18 of this Agreement will result in irreparable harm to Client for which damages would be an inadequate remedy. Therefore, Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of Clause 18 of this Agreement. Such equitable relief shall be in addition to Client's rights and remedies otherwise available at law.

19. Proprietary Information.

A. The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the Client, and Contractor hereby assigns to the Client all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Contractor retains no right to use the Work Product and agree not to challenge the validity of the Client's ownership in the Work Product.

B. Contractor hereby assigns to the Client all right, title, and interest in any and all photographic images and videos or audio recordings made by the Client during Contractor's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

C. The Client will be entitled to use Contractor's name and/or likeness use in advertising and other materials.

20. No Partnership

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Client's behalf.

21. Assignment and Delegation

Either Contractor or Client may assign rights and may delegate duties under this Agreement.

OR

Contractor may not assign or subcontract any rights or delegate any of its duties under this Agreement without Client's prior written approval.

22. Applicable Law

This Agreement will be governed by California law, without giving effect to conflict of laws principles.

Signatures

Client/Owner:

Watch and Wager .com LLC
Printed Name

Exhibit A

Services provided under third party Lasix agreement between Kathy Jones DVM, and Watch and Wager.com LLC.

Kathy Jones DVM agrees to provide Lasix administration services in compliance with CHRB "3rd Party" Lasix rules starting 11/12/2021 and extending through 5/5/2023. Lasix will be given at the barns in the horse's stall at the cost of \$18.50 per injection payable to Kathy Jones DVM.

A bulletin board with the post times and Lasix administration times for each race will be maintained and for those trainers and grooms who provide a cell phone number, a picture of the board will be sent to their phone. It is the responsibility of the trainer to make sure an attendant is present for Lasix administration and to sign the syringe collection container in compliance with CHRB "3rd Party" Lasix rules. It is agreed that it shall be the responsibility of the CHRB and/or Watch and Wager to inform the horse trainers, grooms, cited owners of changes in the rules governing Lasix administration to the "3rd Party" status and Kathy Jones DVM shall not be responsible in any way for failure to comply with these rules by any horse Trainer, groom or owner.

The racing association Watch and Wager shall provide a space in the barn area (breezeway or stall suitable) to be used as a staging area with room for a desk and chairs, bulletin board, wall clock, thermometer, and adequate lighting to read the racing program and records associated with Lasix administration. Three official programs and a copy of the horse identification list shall be provided each race day and delivered 4 1/2 hours before the first post time to the staging area.

Kathy Jones DVM will provide a list of all horses receiving Lasix injections on race days to a designated Watch and Wager employee. Payment to Kathy Jones DVM for Lasix administration shall be bi-monthly with the first payment due 1/16/18 and thereafter the 2nd and 16th of the month through 5/16/18.

Kathy Jones DVM will provide proof of workman's compensation insurance for employees that assist with Lasix administration, and proof of current CHRB license, state VMB and federal DEA licenses for herself. Employees shall have current CHRB licenses and if assisting with Lasix injection a valid RVT or DVM state license.

Signature *[Handwritten Signature]* - *[Handwritten Signature]*
Date July 13, 2018 8/27/2021

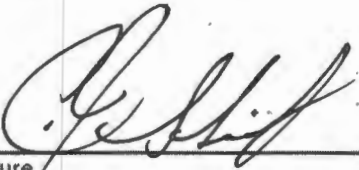
Contractor: Kathy Jones
Printed Name
[Handwritten Signature]
Signature August 24, 2021
Date
-
Taxpayer ID Number

Attachments: Exhibit A: Additional Description of Services to be Performed
(chk if applicable)

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

Christopher J. Schick, General Manager

CHRISTOPHER Schick General Manager 9/22/2021
Print Name Print Title Date

STAFF ANALYSIS

DISCUSSION AND ACTION BY THE BOARD REGARDING APPROVAL OF AN AGREEMENT, PURSUANT TO CHRB RULE 1581, RACING SECRETARY TO ESTABLISH CONDITIONS, BETWEEN LOS ALAMITOS QUARTER HORSE RACING ASSOCIATION (LAQHRA) AND THE PACIFIC QUARTER HORSE RACING ASSOCIATION (PCQHRA), REGARDING ENTRY CONDITIONS AND SPECIFIED DRUG SUBSTANCES OR MEDICATIONS TO BE IMPLEMENTED BY LAQHRA AT THE LOS ALAMITOS RACE COURSE

Regular Board Meeting
November 17, 2021

ISSUE:

California Horse Racing Board (Board) [Rule 1581, Racing Secretary to Establish Conditions](#), allows the racing secretary to establish the conditions for any race run during the race meeting. In instances where the racing secretary wishes to set a condition based on a participating horse's use or non-use of a drug substance or medication, or the presence or lack of presence of a drug substance or medication, the association must first obtain approval from the horseman's organization and the Board. Beginning in March 2019, all racing associations in California have come to the Board seeking approval of agreements with the respective horseman's organizations involving the mandatory stand down for intra articular injections.

BACKGROUND:

[Business and Professions Code \(BPC\) section 19440](#) provides that the Board shall have all powers necessary and proper to enable it to carry out fully and effectually the purposes of the Horse Racing Law. Responsibilities of the Board shall include, but not be limited to, adopting rules and regulations for the protection of the public and the control of horse racing and pari-mutuel wagering. [BPC section 19590](#) states the Board shall adopt rules governing, permitting, and regulating wagering on horse races under the system known as the pari-mutuel method of wagering. [BPC section 19562](#) provides that the Board may prescribe rules, regulations and conditions, consistent with the provisions of this chapter, under which all horse races with wagering on their results shall be conducted in California.

ANALYSIS:

The ability to set conditions on a race is governed by Board Rule 1581. Rule 1581 states:

The racing secretary may establish the conditions for any race, the allowances or handicaps to be established or specific races, the procedures for the

acceptance of entries and declarations, and such other conditions as are necessary to provide and conduct the association's race meeting. Any conditions that are based on a participating horse's use or non-use of a drug substance or medication, or the presence or lack of presence of a drug substance or medication in a biological test sample taken from a participating horse, shall be agreed to in advance in writing by the acknowledged horsemen's organization, which, in the case of quarter horses, shall be the owner's organization, and approved by the Board before entries are taken for the race. If such conditions are based on the results of a biological test sample other than an official test sample collected by the CHRB, a description of the testing methods and procedures the racing association or fair will use to collect and analyze the biological test samples shall be submitted to the Board for approval. For purposes of this section "biological test sample" refers to any biological sample, including but not limited to, blood, urine, hair, tissue, or saliva, that is taken from a horse.

Pursuant to Board Rule 1581, any condition involving medication must be agreed to by the horsemen's organization, which in the case of quarter horse racing, is the Pacific Quarter Horse Racing Association (PCQHRA). Additionally, any agreement must be approved by the Board before entries are taken. Here, the Los Alamitos Quarter Horse Racing Association (LAQHRA) has entered into an agreement with the PCQHRA to prohibit a horse from entering a stakes race conducted with any race-day medication, including furosemide, prohibits a horse from racing for 14 days if it has received a joint injection, and prohibits a horse from either performing a timed workout within 10 days of, or from racing for 30 days of receiving a corticosteroid injection in a metacarpophalangeal or metatarsophalangeal joint.

RECOMMENDATION:

This item is presented for Board discussion and action.

AGREEMENT

EFFECTIVE DATE: December 26, 2021

PARTIES:

Pacific Coast Quarter Horse Racing Assoc. ("PCQHRA")
4961 Katella Ave.
Los Alamitos, CA
90720

and

Los Alamitos Racing Course ("LARC")
4961 Katella Avenue
Los Alamitos, CA
90720

RECITALS:

- A. LARC is a racing association licensed to operate Quarter Horse racing at the Los Alamitos Racetrack located in Los Alamitos, California. PCQHRA represents the collective interests of all Quarter Horse Horsemen.
- B. LARC and PCQHRA desire to enter into an agreement in which rules and regulations are approved in order for LARC to satisfy the requirements set forth in Rule 1581 of the California Horse Racing Board Rules.

AGREEMENT:

- 1. Trainers and their attending veterinarians shall be required to sign the Los Alamitos Race Course's Rule and Conditions for Racing and Training program.
- 2. Trainer shall not work or enter a horse in any race UNLESS: (1) the horse is sufficiently fit; (2) the horse has been examined by Trainer's Attending Veterinarian during the specified days immediately preceding the work or race entry day for the express purpose of evaluating the horse's soundness to work or race; and (3) the horse has been found sound to work or race by the Attending Veterinarian.
- 3. The attending veterinarian and trainer are obligated to inform the examining veterinarians of any changes in the horse's fitness and/or soundness after entry and before race day.
- 4. At the trainer/owner's expense, the CHRFB Official or Track Veterinarian may require diagnostic imaging of any horse stabled at LARC in order to confirm/determine the horse's soundness/fitness to train, enter to race, or race, or for purposes of determining a horse's eligibility to come off of the Vet's List

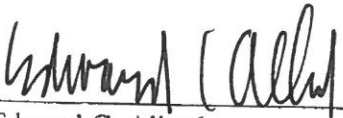
5. Trainer shall not enter in any race: a Thoroughbred that is an un-started 4 year-old or older or has not raced in the preceding 365 days UNLESS, the horse has: (a) worked 5 furlongs in 1:03 or better for an official California regulatory veterinarian; and (b) passed a post-work official test as required by CHRB regulations; and, a Quarter Horse that is an un-started 4 year-old or older or has not raced in the preceding 365 days UNLESS, the horse has: (a) worked 220 yards in 0:13.2 or better for an official California regulatory veterinarian; and (b) passed a post-work official test as required by CHRB regulations.
6. In addition to any criteria set forth by a racing association, a thoroughbred or quarter horse that is four years of age or older that has not competed in a race or has previously raced but has not raced in the preceding 365 days shall not be allowed to race, unless the horse has passed an examination and a post work official blood test or tests required by the official veterinarian or the equine medical director, administered by the official veterinarian or the equine medical director's designee. The horse shall race within 30 days after meeting these requirements. A thoroughbred or quarter horse that has not raced within 120 days but has raced within 365 days shall have an examination performed by the official veterinarian or the equine medical director's designee within 14 days before entry. Based upon that examination, the official veterinarian or the equine medical director's designee may require the horse to work before being allowed to enter in a race. If the horse is required to work, it shall meet the same requirements as a horse that is working to be taken off the Official Veterinarian's List, as specified in Section 19583.5 or any regulation adopted by the board pursuant to that section."
7. Trainer shall not enter a horse in any race if the horse has received an intra-articular injection during the Fourteen (14) days immediately preceding the race.
8. Trainer shall not enter a horse in any race if the horse has received an intra-articular injection of a corticosteroid in any joint within the previous thirty (30) days immediately preceding the race and the Trainer shall not work a horse for ten (10) days after receiving such treatment.
9. Trainer shall not enter a horse in any race if the horse has received more than two intra-articular injection of a corticosteroid into same intra-articular space within the previous sixty (60) days immediately preceding the race.
10. Trainer shall not permit any horse under the Trainer's care to participate in a timed workout if the horse receives NSAIDs during the Forty-Eight (48) hour period immediately preceding the workout.
11. Trainer shall not permit any horse under the Trainer's care to participate in a race if the horse receives a NSAID during the Forty-Eight (48) hour period immediately preceding the race or has been treated with a second NSAID that could appear in a post-work or post-race blood or urine test.

WPA

12. The parties will file this agreement with the California Horse Racing Board ("CHRB") and support approval.


This Agreement covers LARC's 2022 race meet.

Los Alamitos Racing Course

By: 
Edward C. Allred
CEO

Dated: 10.20.21

Pacific Coast Quarter Horse Racing Assoc.

By: 
Vince Genco
President

Dated: 10/20/2021

STAFF ANALYSIS
November 17, 2021

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 (QH) AT LOS ALAMITOS RACE COURSE, COMMENCING DECEMBER 22, 2021 THROUGH DECEMBER 20, 2022

Los Alamitos Quarter Horse Racing Association (LAQHRA) has filed its application to conduct a Quarter Horse racing meeting at Los Alamitos, December 22, 2021, through December 20, 2022, with 149 racing days, two less than proposed for 2021. LAQHRA proposes to race a total of 1,208 races. The estimated average daily purse for the 2021 meet is \$118,880 (not yet completed). The estimated average daily purse for the proposed meet is \$99,346.

- The following proposed race dates fall within the dates allocated by the Board at its September 15, 2021 regular meeting:

December 2021						
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 2022						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

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

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

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

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

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

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

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

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

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

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

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

- Racing three nights per week, Friday through Sunday, except December 31, 2021; February 11–13, 2022; and April 17, 2022. Seven to 15 live races per night and 10 to 20 simulcast races.
- First live post 6:00 p.m. Friday and Saturday, 5:00 p.m. Sunday.
 - First post may be delayed until 30 minutes after Santa Anita/Del Mar/Golden Gate Fields last race or 45 minutes after Los Alamitos Thoroughbred last race.

- Wagering program will use CHRB rules.
 - Early wagering will start at 9:30 a.m. on Fridays, Saturdays, and Sundays.
 - Late Daily Double will occur in last two races of race card.
 - If not enough horses carded in a race to offer Trifecta, will offer \$1 Quinella, Board Rule 1958.
 - Late Pick 4 offered on last four races of race card, Board Rule 1976.9.
 - Rolling Pick 3 begins in second race of each card and continues through the third to last race of card.
 - If field has only five betting interests, LAQHRA requests administrative authority to cancel show wagering when necessary.
 - If running 12 or more races, LAQHRA requests administrative authority to add an additional Pick 4.
 - Pick 4—Board Rule 1976.9, 100% major pool, daily payout.
 - Pick 6—Board Rule 1976.9, 70% major pool, mandatory payout closing day.
- Advance Deposit Wagering (ADW) providers are Churchill Downs Technology Initiatives Company dba TwinSpires; Game Play Network, Inc. (Game Play Network); NYRABets, LLC (NYRA Bets); ODS Technologies, L.P. dba TVG Network; WatchandWager.com, LLC (Watch and Wager); XpressBet, LLC (XpressBet); and Lien Games.
- Pursuant to [Business and Profession Code section 19604](#), specific provisions must be met before an ADW provider can accept wagers.

Summary of Business and Professions Code Section 19604

*To accept wagers on races **conducted in California** from a resident of California:*

- The ADW provider must be licensed by the Board.
- A written agreement allowing those wagers exists with the racing association or fair conducting the races on which the wagers are made.
- 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.

*To accept wagers on races **conducted outside of California** from a resident of California:*

- The ADW provider must be licensed by the Board.
- 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 wager is placed, and (ii) the horsemen's organization responsible for negotiating purse agreements for the breed on which wagering is conducted.

- Documents received in compliance with Business and Professions Code section 19604:
 - Simulcast wagering agreement between LAQHRA and Lien Games Racing, LLC, including PCQHRA's approval of agreement.
 - Hub agreement between Game Play Network, Inc. and LAQHRA, including PCQHRA's approval of agreement.
 - Hub agreement between Xpressbet, LLC and LAQHRA, including PCQHRA's approval of agreement.
 - Hub agreement between Watch and Wager.com, LLC and LAQHRA [expires November 21, 2022], including PCQHRA's approval of agreement [expires November 21, 2022].
 - Simulcast wagering agreement between LAQHRA and Churchill Downs Technology Initiatives Company dba Twinpires, including PCQHRA's approval of agreement.
 - Hub agreement between LAQHRA and NYRABETS, LLC [expires September 10, 2022], including PCQHRA's approval of agreement.
 - ADW agreement between LAQHRA and TVG Network, including PCQHRA's approval of agreement.
- Simulcasting conducted with out-of-state racing jurisdictions, pursuant to [Business and Professions Code section 19602](#), and with authorized locations throughout California.
- Requests Ralph Seville be appointed horse identifier pursuant to [CHRB Rule 1525](#), Racing Officials Appointed by the Board.
- Track safety and backstretch worker housing inspections have been requested and will be completed before the race meet begins.

Specific information which will **need updating** during the proposed race dates:

1. Workers' compensation [expires January 1, 2022].
2. LAQHRA and NYRAbets Hub agreement [expires September 10, 2022].
3. LAQHRA and Watch and Wager Hub agreement [expires November 21, 2022].
4. PCQHRA approval of Watch and Wager Hub agreement [expires November 21, 2022].

RECOMMENDATION:

Staff recommends approval of the application.



October 1, 2021

CALIFORNIA HORSE RACING BOARD
1010 Hurley Way, Suite 300
Sacramento, CA 92825

Attn: Scott Chaney, Executive Director
Re: Covid 19- Protocols

Commissioners:

Los Alamitos Race Course (LARC) and Los Alamitos Quarter Horse Racing Association (LAQHRA) continues working closely with County and State Public Health Officials to gather and share the latest developments regarding the Coronavirus (Covid-19). LARC/LAQHRA also continues monitoring the Centers for Disease Control (CDC) and Prevention and the World Health Organization for timely updates regarding the revolving Coronavirus situation and its impact.

Los Alamitos Race Course complies with protocols based on the Center of Disease Control (CDC), California Department of Public Health (CDPH), & Department of Industrial Relations State of California (Osha) Risk Assessment and Management criteria.

LARC's LOCAL HEALTH DEPARTMENT

Orange County Health Care Agency/Public Health

405 W 5Th St Fl 7Th
Santa Ana, CA 92701-4599
Phone: (800) 564-8448
<https://www.ochealthinfo.com/>

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Edward C. Allred", is written over the typed name.

Edward C. Allred
Chairman/CEO



October 1, 2021

CALIFORNIA HORSE RACING BOARD
1010 Hurley Way, Suite 300
Sacramento, CA 92825

Attn: Scott Chaney, Executive Director
Re: Inclement Weather Policy

Commissioners:

Los Alamitos Quarter Horse Association (LAQHRA) hereby agrees to adopt and abide by the California Horse Racing Board's Inclement Weather Policy attached.

Respectfully submitted,

A handwritten signature in black ink, which appears to read "Edward C. Allred". The signature is written in a cursive, flowing style.

Edward C. Allred
Chairman/CEO

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)**.

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.

Date of Effect:

This policy shall take effect starting December 26th, 2020 and may be repealed or amended from time to time with the approval of the CHRB.

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 cut lengths.
- **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 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 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). The total determines the conditions. For example, if it is 77 degrees out and the relative humidity is 65%, added together the heat index is 142.

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 horse's 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 delay.

Resume Activity:

Racing and training activates 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, no horses will be permitted to engage in high speed workouts over the harrowed track for at least 24 hours. High speed workouts may resume only when approved by the Track Superintendent.

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 AQI 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 1/16)

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 associations contact person:

Horsemen's Quarter Horse Racing Association dba Los Alamitos Quarter Horse Racing Association
4961 Katella Ave.
Los Alamitos, CA 90720 714-820-2800 main 714-820-2820 fax
cmonji@losalamitos.com

B. Breed of horse: TB QH-X H

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. On File

E. Was the association licensed to operate a race meeting prior to January 1, 2001?

Yes-X 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, which 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, which 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 90 days before the scheduled start date for the proposed meeting pursuant to CHRB Rule 1433.

CHRB CERTIFICATION	
Application received: 9/23/21	Hearing date: 11/17/21
Deposit received: On file	Approved date:
Reviewed: NLG	License number:

2. DATES OF RACE MEETING

A. Inclusive dates allocated for the entire meeting:
December 22, 2021-December 20, 2022

B. Actual dates racing will be held:

December 26, 2021

January 1-2, 7-9, 14-16, 21-23, 28-30 July 1-3, 8-10, 15-17, 22-24, 29-31

February 4-6, 18-20, 25-27 August 5-7, 12-14, 19-21, 26-28

March 4-6, 11-13, 18-20, 25-27 September 2-4, 9-11, 16-18, 23-25, 30

April 1-3, 8-10, 15-16, 22-24, 29-30 October 1-2, 7-9, 14-16, 21-23, 28-30

May 1, 6-8, 13-15, 20-22, 27-29 November 4-6, 11-13, 18-20, 25-27

June 3-5, 10-12, 17-19, 24-26 December 2-4, 9-11, 16-18

C. Total number of days or nights of racing: 149

D. Days or nights of the week races will be held:

Wed - Sun Tues - Sat Other (specify)X

Friday through Sunday except: 12/31/21, Super Bowl Weekend 2/11/22, 2/12/22, 2/13/22, Easter Sunday 4/17/22.

E. Number of days or nights of racing per week: 3 nights

3. RACING PROGRAM

A. Total number of races: 1208 live, 2500 simulcast = 3708

B. Number of races for each day or night: 7-15 live, 10-20 simulcast

C. Total number of stakes races: 66

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.

2020 & 2021 Stakes schedules attached.

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).

Minor date changes are due to calendar variations.

Los Alamitos Oaks is now \$500,000 projected, \$125,000 added.
 El Primero Del Ano Derby is now \$225,000 projected, \$35,000 added.
 Golden State Derby is now \$250,000 projected, \$50,000 added.
 Los Alamitos Super Derby is now \$1,000,000 projected, \$200,000 added.
 Los Alamitos 2 Million Futurity is now \$1,800,000 projected, \$350,000 added.
 Southern California Derby is now \$175,000 projected, \$35,000 added

The Plan Overnight Handicap, \$12,500 Claiming Futurity, He Flies Overnight Handicap, and John Ward Overnight Handicap are purposely not numbered and are not to be counted in the total number of stakes races.

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.
 Ed Burke Juvenile, Golden State Juvenile, and Los Alamitos Juvenile Invitational have been dropped due to the owners discretion.

- E. Will provisions be made for owners and trainers to use their own registered colors?
 Yes X No If no, what racing colors are to be used:

List all post times for the daily racing program:

Race	Friday	Saturday	Sunday
1	6:00	6:00	5:00
2	6:28	6:28	5:28
3	6:56	6:56	5:56
4	7:24	7:24	6:24
5	7:52	7:52	6:52
6	8:20	8:20	7:20
7	8:48	8:48	7:48
8	9:16	9:16	8:16
9	9:44	9:44	8:44
10	10:12	10:12	9:12
11	10:40	10:40	9:40
12		11:08	10:08
13			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.

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).

**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 19, 2022	(5) LOS ALAMITOS WINTER DERBY THREE YEAR OLDS TRIALS TO BE RUN, SATURDAY, JANUARY 29, 2022	\$200,000 Projected \$100,000 Added 400 YARDS
SUNDAY FEBRUARY 20, 2022	(6) BRAD MCKINZIE WINTER CHAMPIONSHIP FOUR YEAR OLDS AND UPWARD TRIALS TO BE RUN, SUNDAY, JANUARY 30, 2022	\$160,000 Projected \$100,000 Added 400 YARDS
SATURDAY FEBRUARY 26, 2022	(7) DENIM N DIAMONDS HANDICAP MARES, FOUR YEAR OLDS AND UPWARD BRED IN CALIFORNIA	\$35,000 350 YARDS
SUNDAY FEBRUARY 27, 2022	(8) LOS ALAMITOS MAIDEN STAKES THREE YEAR OLDS TRIALS TO BE RUN, SUNDAY, FEBRUARY 06, 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 Projected \$35,000 Added 400 YARDS
SATURDAY APRIL 2, 2022	(11) JAMES S SMITH MEMORIAL HANDICAP THREE YEAR OLDS	\$20,000 350 YARDS

To Be Run		EVENT	Purse & Distance
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 7, 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
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 \$50,000 Added 300 YARDS
SUNDAY MAY 22, 2022	(18)	ADEQUAN CALIFORNIA REGIONAL DERBY CHALLENGE THREE YEAR OLDS TRIALS 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
SATURDAY JULY 2, 2022	(23)	VESSELS MATURITY FOUR YEAR OLDS AND UPWARD TRIALS TO BE RUN, SATURDAY, JUNE 11, 2022	\$150,000 Projected \$100,000 Added 400 YARDS

To Be Run		EVENT	Purse & Distance
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
SATURDAY JULY 30, 2022	(31)	JENS L LIST JR MEMORIAL CALIFORNIA BREEDERS STAKES THREE YEAR OLDS BRED IN CALIFORNIA	\$25,000 400 YARDS
SATURDAY JULY 30, 2022	(32)	CALIFORNIA BREEDERS 550 STAKES THREE 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

To Be Run		EVENT	Purse & Distance
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, 2021	\$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, 2021	\$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, 2021	\$50,000 Estimated \$10,000 Added + \$15,000 B of A Racing Challenge 350 YARDS
SUNDAY AUGUST 14, 2022	(42)	GOLDEN STATE DERBY THREE YEAR OLDS TRIALS TO BE RUN, SUNDAY, JULY 24, 2021	\$250,000 Projected \$50,000 Added 400 YARDS
SATURDAY AUGUST 20, 2022	(43)	PAT HYLAND MEMORIAL HANDICAP TWO YEAR OLDS	\$25,000 350 YARDS

To Be Run		EVENT	Purse & Distance
SUNDAY AUGUST 21, 2022		\$12, 500 CLAIMING FUTURITY TWO YEAR OLDS TRAILS 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 QUARTER 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 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

To Be Run		EVENT	Purse & Distance
SATURDAY OCTOBER 22, 2022		JOHN WARD OVERNIGHT HANDICAP THREE YEAR OLDS AND UPWARD	\$16,000 400 YARDS
SUNDAY OCTOBER 30, 2022	(54)	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
SATURDAY DECEMBER 10, 2022	(62)	CHAMPION OF CHAMPIONS THREE YEAR OLDS AND UPWARD TRIALS TO BE RUN, SATURDAY, NOVEMBER 12, 2022	\$600,000 440 YARDS
SUNDAY DECEMBER 11, 2022	(63)	LOS ALAMITOS 2 MILLION FUTURITY TWO YEAR OLDS TRIALS TO BE RUN, SUNDAY, NOVEMBER 20, 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

LOS ALAMITOS QUARTER HORSE RACING ASSOCIATION

2020 STAKES SCHEDULE

To Be Run	EVENT	Purse & Distance
SATURDAY DECEMBER 28, 2019	(1) HOLIDAY HANDICAP TWO YEAR OLDS	\$20,000 350 YARDS
SUNDAY JANUARY 5, 2020	(2) CHARGER BAR HANDICAP MARES, FOUR YEAR OLDS AND UPWARD	\$100,000 400 YARDS
SUNDAY JANUARY 12, 2020	(3) BARBARA B HANDICAP FOUR YEAR OLDS AND UPWARD	\$20,000 550 YARDS
FRIDAY JANUARY 17, 2020	(4) CYPRESS HANDICAP FOUR YEAR OLDS AND UPWARD	\$25,000 350 YARDS
SATURDAY FEBRUARY 8, 2020	(5) LOS ALAMITOS WINTER DERBY THREE YEAR OLDS TRIALS TO BE RUN, SATURDAY, JANUARY 18, 2020	\$200,000 Projected \$100,000 Added 400 YARDS
SUNDAY FEBRUARY 9, 2020	(6) BRAD MCKINZIE WINTER CHAMPIONSHIP FOUR YEAR OLDS AND UPWARD TRIALS TO BE RUN, SUNDAY, JANUARY 19, 2020	\$200,000 Projected \$100,000 Added 400 YARDS
SATURDAY FEBRUARY 15, 2020	(7) DENIM N DIAMONDS HANDICAP MARES, FOUR YEAR OLDS AND UPWARD BRED IN CALIFORNIA	\$35,000 350 YARDS
SUNDAY FEBRUARY 16, 2020	(8) LOS ALAMITOS MAIDEN STAKES THREE YEAR OLDS TRIALS TO BE RUN, SUNDAY, JANUARY 26, 2020	125,000 Projected \$25,000 Added 350 YARDS
SUNDAY MARCH 22, 2020	(9) MOONIST HANDICAP THREE YEAR OLDS AND UPWARD	\$35,000 400 YARDS
SATURDAY MARCH 28, 2020	(10) LOS ALAMITOS OAKS FILLIES, THREE YEAR OLDS TRIALS TO BE RUN, SATURDAY, MARCH 7, 2020	\$400,000 Projected \$125,000 Added 400 YARDS
SUNDAY MARCH 29, 2020	(11) EL PRIMERO DEL ANO DERBY COLTS AND GELDINGS, THREE YEAR OLDS TRIAL TO BE RUN, SUNDAY, MARCH 8, 2020	\$200,000 \$35,000 Added 400 YARDS
SUNDAY APRIL 5, 2020	(12) JAMES S SMITH MEMORIAL HANDICAP THREE YEAR OLDS	\$20,000 350 YARDS
SATURDAY APRIL 13, 2020	(13) WHEATLAND HANDICAP THREE YEAR OLDS AND UPWARD QUARTER HORSES AND THOROUGHBREDS	\$20,000 870 YARDS
SATURDAY MAY 2, 2020	(14) KAWEAH BAR HANDICAP THREE YEAR OLDS AND UPWARD	\$35,000 350 YARDS
SATURDAY MAY 9, 2020	(15) LA PACIFICA HANDICAP FILLIES, THREE YEAR OLDS	\$30,000 350 YARDS
SUNDAY MAY 10, 2020	(16) MISS PRINCESS HANDICAP FILLIES AND MARES THREE YEAR OLDS AND UPWARD	\$50,000 350 YARDS

2021 STAKES SCHEDULE

To Be Run	EVENT	Purse & Distance
SATURDAY DECEMBER 26, 2020	(1) HOLIDAY HANDICAP TWO YEAR OLDS	\$20,000 350 YARDS
SUNDAY JANUARY 3, 2021	(2) CHARGER BAR HANDICAP MARES, FOUR YEAR OLDS AND UPWARD	\$100,000 400 YARDS
SUNDAY JANUARY 10, 2021	(3) BARBARA B HANDICAP FOUR YEAR OLDS AND UPWARD	\$20,000 550 YARDS
FRIDAY JANUARY 15, 2021	(4) CYPRESS HANDICAP FOUR YEAR OLDS AND UPWARD	\$25,000 350 YARDS
SATURDAY FEBRUARY 13, 2021	(5) LOS ALAMITOS WINTER DERBY THREE YEAR OLDS TRIALS TO BE RUN, SATURDAY, JANUARY 23, 2021	\$200,000 Projected \$100,000 Added 400 YARDS
SUNDAY FEBRUARY 14, 2021	(6) BRAD MCKINZIE WINTER CHAMPIONSHIP FOUR YEAR OLDS AND UPWARD TRIALS TO BE RUN, SUNDAY, JANUARY 24, 2021	\$160,000 Projected \$100,000 Added 400 YARDS
SATURDAY FEBRUARY 20, 2021	(7) DENIM N DIAMONDS HANDICAP MARES, FOUR YEAR OLDS AND UPWARD BRED IN CALIFORNIA	\$35,000 350 YARDS
SUNDAY FEBRUARY 21, 2021	(8) LOS ALAMITOS MAIDEN STAKES THREE YEAR OLDS TRIALS TO BE RUN, SUNDAY, JANUARY 31, 2021	\$125,000 Projected \$25,000 Added 350 YARDS
SATURDAY MARCH 27, 2021	(9) LOS ALAMITOS OAKS FILLIES, THREE YEAR OLDS TRIALS TO BE RUN, SATURDAY, MARCH 6, 2010	\$400,000 Projected \$125,000 Added 400 YARDS
SUNDAY MARCH 28, 2021	(10) EL PRIMERO DEL ANO DERBY COLTS AND GELDINGS, THREE YEAR OLDS TRIAL TO BE RUN, SUNDAY, MARCH 7, 2021	\$200,000 \$35,000 Added 400 YARDS
SATURDAY APRIL 3, 2021	(11) JAMES S SMITH MEMORIAL HANDICAP THREE YEAR OLDS	\$20,000 350 YARDS
SATURDAY APRIL 17, 2021	(12) WHEATLAND HANDICAP THREE YEAR OLDS AND UPWARD QUARTER HORSES AND THOROUGHBREDS	\$20,000 870 YARDS
SATURDAY MAY 1, 2021	(13) KAWEAH BAR HANDICAP THREE YEAR OLDS AND UPWARD	\$35,000 350 YARDS
SATURDAY MAY 8, 2021	(14) LA PACIFICA HANDICAP FILLIES, THREE YEAR OLDS	\$30,000 350 YARDS
SUNDAY MAY 9, 2021	(15) MISS PRINCESS HANDICAP FILLIES AND MARES THREE YEAR OLDS AND UPWARD	\$50,000 350 YARDS

2020 STAKES SCHEDULE

To Be Run	EVENT	Purse & Distance
SATURDAY MAY 16, 2020	(17) DILLINGHAM HANDICAP THREE YEAR OLDS	\$25,000 400 YARDS
SUNDAY MAY 17, 2020	(18) ROBERT ADAIR KINDERGARTEN FUTURITY TWO YEAR OLDS TRIALS TO BE RUN, SUNDAY, MAY 3, 2020	\$300,000 Projected 300 YARDS
SUNDAY MAY 24, 2020	(19) ADEQUAN CALIFORNIA REGIONAL DERBY CHALLENGE THREE YEAR OLDS TRIALS TO BE RUN, FRIDAY, MAY 8, 2020	\$30,000 Estimated \$10,000 Added+ \$15,000 B of A 400 YARDS
SATURDAY JUNE 20, 2020	(20) IVAN ASHMENT HANDICAP FILLIES AND MARES THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA	\$35,000 400 YARDS
SUNDAY JUNE 21, 2020	(21) ED BURKE MILLION FUTURITY TWO YEAR OLDS TRIALS TO BE RUN SUNDAY, JUNE 7, 2020	\$1,000,000 Projected \$250,000 Added 350 YARDS
SUNDAY JUNE 21, 2020	(22) ED BURKE JUVENILE TWO YEAR OLDS	\$30,000 350 YARDS
SUNDAY JUNE 28, 2020	(23) VANDYS FLASH HANDICAP THREE YEAR OLDS	\$25,000 400 YARDS
FRIDAY JULY 3, 2020	(24) INDEPENDENCE DAY HANDICAP THREE YEAR OLDS AND UPWARD	\$25,000 300 YARDS
SUNDAY JULY 5, 2020	(25) VESSELS MATURITY FOUR YEAR OLDS AND UPWARD	\$150,000 Projected \$100,000 Added 400 YARDS
SATURDAY JULY 25, 2020	(26) GOVERNOR'S CUP FUTURITY TWO YEAR OLDS BRED IN CALIFORNIA TRIALS TO BE RUN SATURDAY, JULY 11, 2020	\$400,000 Projected \$100,000 Added 350 YARDS
SATURDAY JULY 25, 2020	(27) GOVERNOR'S CUP DERBY THREE YEAR OLDS BRED IN CALIFORNIA TRIALS TO BE RUN SUNDAY, JULY 12, 2020	\$225,000 Projected \$100,000 Added 400 YARDS
SATURDAY JULY 25, 2020	(28) SPENCER L CHILDERS CALIFORNIA BREEDERS CHAMPIONSHIP HANDICAP THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA	\$100,000 400 YARDS
SATURDAY JULY 25, 2020	(29) CALIFORNIA BREEDERS MATRON STAKES FILLIES AND MARES THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA	\$40,000 400 YARDS
SATURDAY JULY 25, 2020	(30) CALIFORNIA BREEDERS FRESHMAN FILLIES STAKES FILLIES, TWO YEAR OLDS BRED IN CALIFORNIA	\$25,000 350 YARDS
SATURDAY JULY 25, 2020	(31) CALIFORNIA BREEDERS FRESHMAN STAKES TWO YEAR OLDS BRED IN CALIFORNIA	\$25,000 350 YARDS
SATURDAY JULY 25, 2020	(32) CALIFORNIA BREEDERS DEBUTANTE STAKES FILLIES, THREE YEAR OLDS BRED IN CALIFORNIA	\$25,000 350 YARDS

2021 STAKES SCHEDULE

To Be Run	EVENT	Purse & Distance
SATURDAY MAY 15, 2021	(16) DILLINGHAM HANDICAP THREE YEAR OLDS	\$25,000 400 YARDS
SUNDAY MAY 16, 2021	(17) ROBERT ADAIR KINDERGARTEN FUTURITY TWO YEAR OLDS TRIALS TO BE RUN, SUNDAY, APRIL 25, 2021	\$400,000 Projected \$50,000 Added 300 YARDS
SUNDAY MAY 23, 2021	(18) ADEQUAN CALIFORNIA REGIONAL DERBY CHALLENGE THREE YEAR OLDS TRAILS TO BE RUN, SUNDAY MAY 2, 2021	\$30,000 Estimated \$10,000 Added +\$15,000 B of A 400 YARDS
SATURDAY JUNE 19, 2021	(19) IVAN ASHMENT HANDICAP FILLIES AND MARES, THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA	\$35,000 400 YARDS
SUNDAY JUNE 20, 2021	(20) ED BURKE MILLION FUTURITY TWO YEAR OLDS TRIALS TO BE RUN, SUNDAY, MAY 30, 2021	\$1,000,000 Projected \$250,000 Added 350 YARDS
SUNDAY JUNE 27, 2021	(21) VANDYS FLASH HANDICAP THREE YEAR OLDS	\$25,000 400 YARDS
FRIDAY JULY 2, 2021	(22) INDEPENDENCE DAY HANDICAP THREE YEAR OLDS AND UPWARD	\$25,000 300 YARDS
SAUTURDAY JULY 3, 2021	(23) VESSELS MATURITY FOUR YEAR OLDS AND UPWARD TRIALS TO BE RUN, SATURDAY, JUNE 12, 2021	\$150,000 Projected \$100,000 Added 400 YARDS
SATURDAY JULY 31, 2021	(24) GOVERNOR'S CUP FUTURITY TWO YEAR OLDS BRED IN CALIFORNIA TRIALS TO BE RUN, SATURDAY, JULY 10, 2021	\$400,000 Projected \$100,000 Added 350 YARDS
SATURDAY JULY 31, 2021	(25) GOVERNOR'S CUP DERBY THREE YEAR OLDS BRED IN CALIFORNIA TRIALS TO BE RUN, SUNDAY, JULY 11, 2021	\$225,000 Projected \$100,000 Added 400 YARDS
SATURDAY JULY 31, 2021	(26) SPENCER L CHILDERS CALIFORNIA BREEDERS CHAMPIONSHIP HANDICAP THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA	\$100,000 400 YARDS
SATURDAY JULY 31, 2021	(27) CALIFORNIA BREEDERS MATRON STAKES FILLIES AND MARES THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA	\$40,000 400 YARDS
SATURDAY JULY 31, 2021	(28) CALIFORNIA BREEDERS FRESHMAN FILLIES STAKES FILLIES, TWO YEAR OLDS BRED IN CALIFORNIA	\$25,000 350 YARDS
SATURDAY JULY 31, 2021	(29) CALIFORNIA BREEDERS FRESHMAN STAKES TWO YEAR OLDS BRED IN CALIFORNIA	\$25,000 350 YARDS
SATURDAY JULY 31, 2021	(30) CALIFORNIA BREEDERS DEBUTANTE STAKES FILLIES, THREE YEAR OLDS BRED IN CALIFORNIA	\$25,000 350 YARDS

2020 STAKES SCHEDULE

To Be Run	EVENT	Purse & Distance
SATURDAY JULY 25, 2020	(33) JENS L LIST JR MEMORIAL CALIFORNIA BREEDERS STAKES THREE YEAR OLDS BRED IN CALIFORNIA	\$25,000 400 YARDS
SATURDAY JULY 25, 2020	(34) CALIFORNIA BREEDERS 550 STAKES THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA	\$20,000 550 YARDS
SATURDAY JULY 25, 2020	(35) \$5,000 SOPHOMORE CLAIMING STAKES THREE YEAR OLDS BRED IN CALIFORNIA CLAIMING PRICE \$5,000	\$15,000 350 YARDS
SATURDAY JULY 25, 2020	(36) \$10,000 SOPHOMORE CLAIMING STAKES THREE YEAR OLDS BRED IN CALIFORNIA CLAIMING PRICE \$10,000	\$17,500 350 YARDS
SATURDAY JULY 25, 2020	(37) \$5,000 SENIOR CLAIMING STAKES THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA CLAIMING PRICE \$5,000	\$15,000 400 YARDS
SATURDAY JULY 25, 2020	(38) \$10,000 SENIOR CLAIMING STAKES THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA CLAIMING PRICE \$10,000	\$17,500 400 YARDS
SATURDAY JULY 25, 2020	(39) CALIFORNIA BREEDERS SPRINT STAKES THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA	\$25,000 350 YARDS
SATURDAY JULY 25, 2020	(40) SIGN OF LANTY HANDICAP THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA	\$25,000 870 YARDS
SATURDAY AUGUST 8, 2020	(41) BANK OF AMERICA CALIFORNIA REGIONAL CHALLENGE THREE YEAR OLDS AND UPWARD TRIALS TO BE RUN SATURDAY, JULY 18, 2020	\$40,000 Estimated \$15,000 added + \$20,000 B of A Racing Challenge 440 YARDS
SUNDAY AUGUST 9, 2020	(42) ARC CALIFORNIA REGIONAL DISTAFF CHALLENGE FILLIES AND MARES THREE YEAR OLDS AND UPWARD TRIALS TO BE RUN, SUNDAY, JULY 26, 2020	\$30,000 Estimated \$7,500 Added + \$7,500 B of A Racing Challenge 400 YARDS
SATURDAY AUGUST 15, 2020	(43) JOHN DEERE JUVENILE CALIFORNIA REGIONAL CHALLENGE TWO YEAR OLDS TRIALS TO BE RUN, SATURDAY, AUGUST 1, 2020	\$50,000 Estimated \$10,000 Added + \$15,000 B of A Racing Challenge 350 YARDS

2021 STAKES SCHEDULE

To Be Run	EVENT	Purse & Distance
SATURDAY JULY 31, 2021	(31) JENS L LIST JR MEMORIAL CALIFORNIA BREEDERS STAKES THREE YEAR OLDS BRED IN CALIFORNIA	\$25,000 400 YARDS
SATURDAY JULY 31, 2021	(32) CALIFORNIA BREEDERS 550 STAKES THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA	\$20,000 550 YARDS
SATURDAY JULY 31, 2021	(33) \$5,000 SOPHOMORE CLAIMING STAKES THREE YEAR OLDS BRED IN CALIFORNIA CLAIMING PRICE \$5,000	\$15,000 350 YARDS
SATURDAY JULY 31, 2021	(34) \$10,000 SOPHOMORE CLAIMING STAKES THREE YEAR OLDS BRED IN CALIFORNIA CLAIMING PRICE \$10,000	\$17,500 350 YARDS
SATURDAY JULY 31, 2021	(35) \$5,000 SENIOR CLAIMING STAKES THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA CLAIMING PRICE \$5,000	\$15,000 400 YARDS
SATURDAY JULY 31, 2021	(36) \$10,000 SENIOR CLAIMING STAKES THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA CLAIMING PRICE \$10,000	\$17,500 400 YARDS
SATURDAY JULY 31, 2021	(37) CALIFORNIA BREEDERS SPRINT STAKES THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA	\$25,000 350 YARDS
SATURDAY JULY 31, 2021	(38) SIGN OF LANTY HANDICAP THREE YEAR OLDS AND UPWARD BRED IN CALIFORNIA	\$25,000 870 YARDS
SATURDAY AUGUST 7, 2021	(39) BANK OF AMERICA CALIFORNIA REGIONAL CHALLENGE THREE YEAR OLDS AND UPWARD TRIALS TO BE RUN, SATURDAY, JULY 17, 2021	\$40,000 Estimated \$15,000 Added + \$20,000 B of A Racing Challenge 440 YARDS
SUNDAY AUGUST 8, 2021	(40) ARC CALIFORNIA REGIONAL DISTAFF CHALLENGE FILLIES AND MARES THREE YEAR OLDS AND UPWARD TRIALS TO BE RUN, SUNDAY, JULY 18, 2021	\$30,000 Estimated \$7,500 Added + \$7,500 B of A Racing Challenge 400 YARDS
SATURDAY AUGUST 14, 2021	(41) JOHN DEERE JUVENILE CALIFORNIA REGIONAL CHALLENGE TWO YEAR OLDS TRIALS TO BE RUN, SATURDAY, JULY 14, 2021	\$50,000 Estimated \$10,000 Added + \$15,000 B of A Racing Challenge 350 YARDS

2020 STAKES SCHEDULE

To Be Run	EVENT	Purse & Distance
SUNDAY AUGUST 16, 2020	(44) GOLDEN STATE DERBY THREE YEAR OLDS TRIALS TO BE RUN, SUNDAY, AUGUST 2, 2020	\$200,000 Projected \$50,000 Added 400 YARDS
SUNDAY AUGUST 23, 2020	(45) PAT HYLAND MEMORIAL HANDICAP TWO YEAR OLDS	\$25,000 350 YARDS
FRIDAY AUGUST 28, 2020	(46) TRULY A PLEASURE HANDICAP THREE YEAR OLDS AND UPWARD QUARTER HORSES AND THOROUGHBREDS	\$20,000 870 YARDS
SATURDAY AUGUST 29, 2020	(47) SGT PEPPER FEATURE HANDICAP THREE YEAR OLDS	\$25,000 350 YARDS
SUNDAY AUGUST 30, 2020	(48) GO MAN GO HANDICAP THREE YEAR OLDS AND UPWARD	\$100,000 400 YARDS
SATURDAY SEPTEMBER 5, 2020	THE PLAN OVERNIGHT HANDICAP TWO YEAR OLDS	\$15,000 350 YARDS
SUNDAY SEPTEMBER 6, 2020	HE FLYS OVERNIGHT HANDICAP THREE YEAR OLDS AND UPWARD	\$16,000 350 YARDS
SUNDAY SEPTEMBER 20, 2020	(49) MILDRED N VESSELS MEMORIAL HANDICAP FILLIES AND MARES THREE YEAR OLDS AND UPWARD	\$125,000 400 YARDS
FRIDAY OCTOBER 2, 2020	(50) PCQHRA BREEDERS DERBY THREE YEAR OLDS TRIALS TO BE RUN, SATURDAY, SEPTEMBER 12, 2020	\$175,000 Projected \$50,000 Added 400 YARDS
FRIDAY OCTOBER 2, 2020	(51) BLANE SCHVANEVELDT HANDICAP THREE YEAR OLDS AND UPWARD	\$25,000 400 YARDS
SATURDAY OCTOBER 3, 2020	(52) PCQHRA BREEDERS FUTURITY TWO YEAR OLDS TRIALS TO BE RUN SUNDAY, SEPTEMBER 13, 2020	\$400,000 Projected \$50,000 Added 350 YARDS
SATURDAY OCTOBER 10, 2020	(53) AUTUMN HANDICAP TWO YEAR OLDS	\$30,000 350 YARDS
SUNDAY OCTOBER 11, 2020	(54) ROBERT L BONIFACE LOS ALAMITOS INVITATIONAL CHAMPIONSHIP THREE YEAR OLDS AND UPWARD	\$125,000 440 YARDS
SATURDAY OCTOBER 24, 2020	JOHN WARD OVERNIGHT HANDICAP THREE YEAR OLDS AND UPWARD	\$16,000 400 YARDS
SUNDAY OCTOBER 25, 2020	(55) LOS ALAMITOS WILD WEST FUTURITY TWO YEAR OLDS TRIALS TO BE RUN SUNDAY, OCTOBER 4, 2020	\$125,000 Projected \$20,000 Added 350 YARDS

2021 STAKES SCHEDULE

To Be Run	EVENT	Purse & Distance
SUNDAY AUGUST 15, 2021	(42) GOLDEN STATE DERBY THREE YEAR OLDS TRIALS TO BE RUN, SUNDAY, JULY 25, 2021	\$200,000 Projected \$50,000 Added 400 YARDS
SATURDAY AUGUST 21, 2021	(43) PAT HYLAND MEMORIAL HANDICAP TWO YEAR OLDS	\$25,000 350 YARDS
SUNDAY AUGUST 22, 2021	() \$12,500 CLAIMING FUTURITY TWO YEAR OLDS TRIALS TO BE RUN, SUNDAY, AUGUST 1, 2021	\$70,000 Approximated \$20,000 Added 350 YARDS
SATURDAY AUGUST 28, 2021	(45) SGT PEPPER FEATURE HANDICAP THREE YEAR OLDS	\$25,000 350 YARDS
SUNDAY AUGUST 29, 2021	(46) GO MAN GO HANDICAP THREE YEAR OLDS AND UPWARD	\$100,000 400 YARDS
SATURDAY SEPTEMBER 4, 2021	() THE PLAN OVERNIGHT HANDICAP TWO YEAR OLDS	\$15,000 350 YARDS
SUNDAY SEPTEMBER 5, 2021	() HE FLYS OVERNIGHT HANDICAP THREE YEAR OLDS AND UPWARD	\$16,000 350 YARDS
SUNDAY SEPTEMBER 19, 2021	(47) MILDRED N VESSELS MEMORIAL HANDICAP FILLIES AND MARES THREE YEAR OLDS AND UPWARD	\$125,000 \$100,000 Added 400 YARDS
SATURDAY OCTOBER 2, 2021	(48) BLANE SCHVANEVELDT HANDICAP THREE YEAR OLDS AND UPWARD	\$25,000 400 YARDS
SATURDAY OCTOBER 2, 2021	(49) PCQHRA BREEDERS DERBY THREE YEAR OLDS AND UPWARD TRIALS TO BE RUN, SATURDAY, SEPTEMBER 11, 2021	\$175,000 Projected \$50,000 Added 400 YARDS
SUNDAY OCTOBER 3, 2021	(50) PCQHRA BREEDERS FUTURITY TWO YEAR OLDS TRIALS TO BE RUN, SUNDAY, SEPTEMBER 12, 2021	\$400,000 Projected \$50,000 Added 350 YARDS
SATURDAY OCTOBER 9, 2021	(51) AUTUMN HANDICAP TWO YEAR OLDS	\$30,000 350 YARDS
SATURDAY OCTOBER 9, 2021	(52) ROBERT L BONIFACE LOS ALAMITOS INVITATIONAL CHAMPIONSHIP THREE YEAR OLDS AND UPWARD	\$125,000 440 YARDS
SUNDAY OCTOBER 17, 2021	(53) LOS ALAMITOS WILD WEST FUTURITY TWO YEAR OLDS TRIALS TO BE RUN, SUNDAY, SEPTEMBER 26, 2021	\$125,000 Projected \$20,000 Added 350 YARDS
SATURDAY OCTOBER 23, 2021	() JOHN WARD OVERNIGHT HANDICAP THREE YEAR OLDS AND UPWARD	\$16,000 400 YARDS

2020 STAKES SCHEDULE

To Be Run	EVENT	Purse & Distance
SUNDAY NOVEMBER 1, 2020	(56) GOLDEN STATE MILLION FUTURITY TWO YEAR OLDS TRIALS TO BE RUN, SUNDAY, OCTOBER 18, 2020	\$1,000,000 Projected \$100,000 Added 400 YARDS
SUNDAY NOVEMBER 1, 2020	(57) GOLDEN STATE JUVENILE TWO YEAR OLDS	\$30,000 400 YARDS
SATURDAY NOVEMBER 7, 2020	(58) TOWN POLICY STAKES THREE YEAR OLDS	\$25,000 400 YARDS
SUNDAY NOVEMBER 8, 2020	(59) LOS ALAMITOS SUPER DERBY THREE YEAR OLDS TRIALS TO BE RUN, SATURDAY, OCTOBER 17, 2020	\$900,000 Projected \$250,000 Added 400 YARDS
SATURDAY NOVEMBER 14, 2020	(60) CORONA CHICK HANDICAP TWO YEAR OLDS	\$25,000 400 YARDS
SUNDAY NOVEMBER 15, 2020	(61) Z WAYNE GRIFFIN DIRECTORS TRIAL THREE YEAR OLDS AND UPWARD TRIALS FOR THE CHAMPION OF CHAMPIONS	\$15,000 per Trial 400 YARDS
SATURDAY NOVEMBER 21, 2020	(62) LAS DAMAS HANDICAP FILLIES AND MARES THREE YEAR OLDS AND UPWARD	\$5,000 400 YARDS
SUNDAY DECEMBER 6, 2020	(63) SNOWBOUND SUPERSTAR HANDICAP THREE YEAR OLDS AND UPWARD QUARTER HORSES AND THOROUGHBREDS	\$20,000 870 YARDS
FRIDAY DECEMBER 11, 2020	(64) PAUL B FORD MEMORIAL HANDICAP THREE YEAR OLDS AND UPWARD	\$20,000 550 YARDS
SATURDAY DECEMBER 12, 2020	(65) CHAMPION OF CHAMPIONS THREE YEAR OLDS AND UPWARD TRIALS TO BE RUN, SUNDAY, NOVEMBER 15, 2020	\$600,000 400 YARDS
SUNDAY DECEMBER 13, 2020	(66) LOS ALAMITOS 2 MILLION FUTURITY TWO YEAR OLDS TRIALS TO BE RUN, SUNDAY, NOVEMBER 22, 2020	\$2,000,000 Projected \$400,000 Added 400 YARDS
SUNDAY DECEMBER 13, 2020	(67) LOS ALAMITOS JUVENILE INVITATIONAL TWO YEAR OLDS	\$30,000 400 YARDS
FRIDAY DECEMBER 18, 2020	(68) A RANSOM HANDICAP THREE YEAR OLDS	\$25,000 350 YARDS
SATURDAY DECEMBER 19, 2020	(69) FIRST DOWN DASH HANDICAP THREE YEAR OLDS AND UPWARD	\$35,000 400 YARDS
SUNDAY DECEMBER 20, 2020	(70) SOUTHERN CALIFORNIA DERBY TWO YEAR OLDS TRIALS TO BE RUN SUNDAY, NOVEMBER 29, 2020	\$200,000 Projected \$35,000 Added 400 YARDS

2021 STAKES SCHEDULE

To Be Run	EVENT	Purse & Distance
SUNDAY OCTOBER 31, 2021	(54) GOLDEN STATE MILLION FUTURITY TWO YEAR OLDS TRIALS TO BE RUN, SUNDAY, OCTOBER 10, 2021	\$1,000,000 Projected \$100,000 Added 400 YARDS
SATURDAY NOVEMBER 6, 2021	(55) TOWN POLICY STAKES THREE YEAR OLDS	\$25,000 400 YARDS
SUNDAY NOVEMBER 7, 2021	(56) LOS ALAMITOS SUPER DERBY THREE YEAR OLDS TRIALS TO BE RUN, SATURDAY, OCTOBER 16, 2021	\$900,000 Projected \$250,000 Added 400 YARDS
SATURDAY NOVEMBER 13, 2021	(57) CORONA CHICK HANDICAP TWO YEAR OLDS	\$25,000 400 YARDS
SUNDAY NOVEMBER 14, 2021	(58) Z WAYNE GRIFFIN DIRECTORS TRIAL THREE YEAR OLDS AND UPWARD TRIALS FOR THE CHAMPION OF CHAMPIONS	\$15,000 per Trial 400 YARDS
SATURDAY NOVEMBER 20, 2021	(59) LAS DAMAS HANDICAP FILLIES AND MARES THREE YEAR OLDS AND UPWARD	\$50,000 400 YARDS
SUNDAY DECEMBER 5, 2021	(60) SNOWBOUND SUPERSTAR HANDICAP THREE YEAR OLDS AND UPWARD QUARTER HORSES AND THOROUGHBREDS	\$20,000 870 YARDS
SATURDAY DECEMBER 11, 2021	(61) PAUL B FORD MEMORIAL HANDICAP THREE YEAR OLDS AND UPWARD	\$20,000 550 YARDS
SATURDAY DECEMBER 11, 2021	(62) CHAMPION OF CHAMPIONS THREE YEAR OLDS AND UPWARD TRIALS TO BE RUN, SUNDAY, NOVEMBER 14, 2021	\$600,000 440 YARDS
SUNDAY DECEMBER 12, 2021	(63) LOS ALAMITOS 2 MILLION FUTURITY TWO YEAR OLDS TRIALS TO BE RUN, SUNDAY, NOVEMBER 21, 2021	\$2,000,000 Projected \$400,000 Added 400 YARDS
SATURDAY DECEMBER 18, 2021	(64) A RANSOM HANDICAP THREE YEAR OLDS	\$25,000 350 YARDS
SATURDAY DECEMBER 18, 2021	(65) FIRST DOWN DASH HANDICAP THREE YEAR OLDS AND UPWARD	\$25,000 400 YARDS
SUNDAY DECEMBER 19, 2021	(66) SOUTHERN CALIFORNIA DERBY THREE YEAR OLDS TRIALS TO BE RUN, SUNDAY, NOVEMBER 28, 2021	\$200,000 Projected \$35,000 Added 400 YARDS

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

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

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:
 - 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 years race meeting and Profit and Loss statement for projected year race meeting.
 - Statement of Changes in Equity: to include the changes of the applicants' 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 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 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
John Ferrero	Director Simulcasting/Nominations
Patricia Secrist	Director of Nominations
Dawn Jackson	Paymaster of Purses
Ken Walker	Director of Labor Relations

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, 4961 Katella Ave., Los Alamitos, CA 90720

5. TAKE OUT PERCENTAGE

1. 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? If no, proceed to subsection 6. If yes, identify the wager and the proposed takeout percentage. N/A

Yes No

Wager(s) to be adjusted: _____ Proposed percentage: ____%

- A. 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. N/A

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 10 percent nor more than 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

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

Year	Handle	Attendance
2020	292,096,966	102,393
2019	228,734,042	366,527
2018	258,670,181	381,903
2017	238,700,510	379,922
2016	243,784,709	424,734

7. **PURSE PROGRAM (excluding supplements, nominations, sponsorships and starter fees):** 2022 149 Days

2021 125 Days (150 on 2021 application, one night cancelled due to rain, Fridays cancelled effective 7/16/21).

- Purse distribution:

- All races other than stakes:
 Current meet estimate: 2022 10,500,000
 Prior meet actual: 2021 10,490,285

Average Daily Purse (7 A1 number of days):
 Current meet estimate: 2022 70,470
 Prior meet actual: 2021 83,922

- Overnight stakes:
 Current meet estimate: 2022 N/A
 Prior meet actual: 2021 N/A

Average Daily Purse (7 A2 number of days):
 Current meet estimate: 2022 N/A
 Prior meet actual: 2021 N/A

3. Non-overnight stakes:
 Current meet estimate: 2022 3,472,500
 Prior meet actual: 2021 3,456,474

Average Daily Non-overnight Purse (7 A3 number of days):
 Current meet estimate: 2022 23,305
 Prior meet actual: 2021 27,652

- Total Purses: (7A1+7A2+ 7A3)
 Current meet estimate: 2022 13,972,500
 Prior meet actual: 2021 13,946,759

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: 2022 5%
 Prior meet actual: 2021 5%

Average Daily Purse (7 B1 number of days):
 Current meet estimate: 2022 5%
 Prior meet actual: 2021 5%

- C. Funds to be generated for all California-bred incentive awards (including breeder awards and owners premiums):
 Current meet estimate: 2022 450,000
 Prior meet actual: 2021 499,322

- 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:	2022	Prior meet actual:	2021
Total	380,000	Total	413,971

- E. Amount from all sources to be distributed in the form of purses or other benefits to horsemen

(7 A+7 C+7 D):

Current meet estimate:	2022	14,802,500
Prior meet actual:	2021	14,860,052

Average Daily Purse (7 E number of days):

Current meet estimate:	2022	99,346
Prior meet actual:	2021	118,880

- 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:	2022	11,239,000
Prior meet actual:	2021	12,487,430

Average Daily Purse (7 F number of days):

Current meet estimate:	2022	75,430
Prior meet actual:	2021	99,899

- G. Purse funds to be generated from interstate handle:

Current meet estimate:	2022	1,171,000
Prior meet actual:	2021	1,301,116

Average Daily Purse (7 G number of days):

Current meet estimate:	2022	7,859
Prior meet actual:	2021	10,409

- 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 which 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 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 which are obligated by law for distribution in the form of purses and breeders' awards, shall also be deposited within 3 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 which results in a balance remaining in the Paymaster of Purses' account at the conclusion of the meeting after distribution of amounts due to horsemen and 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. N/A

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. Estimated cost to provide off-site stalls for this meeting. Show cost per day per stall: N/A
- H. Estimated cost to provide vanning from off-site stalls for this meeting. Show fees to be paid for vanning per-horse: N/A

9. EQUINE EMERGENCY SERVICES

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

Rick Overly, CEO of Equine Sports Medicine, phone number (714) 527-2341, and his staff of veterinarians are on call 24/7 to handle any issues during training hours, workouts and racing.

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

There is a rotation of private veterinarians on site during all training hours.

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 (RCI) 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; RCI #VE
Race #1 1979.1,1976.8	\$1E, \$1DD, \$1PNP4, \$1 TRI, \$1SF,\$1PPN	CHRB 1959, 1957, 1976.9, 1979,
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	CHRB1959,1977,1979,1979.1,1976.9, 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.

- 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: December 18, 2022
- 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: Friday, Saturday, 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 Internantional, contact person:Dave Payton, 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%

Win, Place, Show-17.63%
All others- 22.88%

These takeout rates apply to both on-track and off-track wagers.

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/contracts with each ADW provider to be used for this race meeting.

Contracts for TVG, NYRA Bets, Twin Spires, Watch & Wager and Xpressbet are attached.

C. Have the contract/agreements been approved by the respective horsemen's groups?

Yes X No

If yes, attach a copy of the approval.

Approvals from Pacific Coast Quarter Horse Racing Association for TVG, NYRA Bets, Twin Spires, Watch & Wager and Xpressbet are attached.

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. On file

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

Northern California

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
Ferndale

Southern California

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
Pechanga Casino-Temecula
National Orange Show, San Bernardino
Fairplex Park, Pomona
Santa Anita, Arcadia



Pacific Coast Quarter Horse Racing Association

December 2, 2020

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 of 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%.

<u>Out of State Satellite Location</u>	<u>Contracted Fee (% of gross handle)</u>
Xpressbet, LLC Hub Agreement	5.5%

The term of this Hub Agreement shall be from January 1, 2021 through December 31, 2022.

Sincerely,

Dino Perez
PCQHRA



Pacific Coast Quarter Horse Racing Association


John Hindman
TVG
6701 Center Drive West
Suite 160
Los Angeles, CA 90045

September 25, 2019

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 O.D.S. Technologies, L.P. d/b/a TVG and Los Alamitos Race Course.

Sincerely,



Dino Perez
Business Manager



Pacific Coast Quarter Horse Racing Association

December 3, 2020

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 by Pacific Coast Quarter Horse Racing Association for Los Alamitos Race Course to export the satellite signal for the 2021 LAQHRA Quarter Horse race meeting to the following locations:

<u>Out of State Satellite Location</u>	<u>Contracted Fee (% of gross handle)</u>
WatchAndWager.com LLC Hub Agreement	6.5 %

This letter also constitutes a consent request to approve the full card of simulcasting of races from Los Alamitos Race Course under the Federal Interstate Horse Racing Act to WatchAndWager.com LLC and Los Alamitos Race Course, with a Hub fee of 5%.

The term of this Agreement shall be from November 21, 2020 through November 20, 2022

Sincerely,


Dino Perez
PCQHRA



Pacific Coast Quarter Horse Racing Association

November 24, 2020

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 a consent request for Los Alamitos Quarter Horse Racing to export the satellite signal for the quarter horse race meeting to the following locations:

CHURCHILL GUESTS EXP	
a. CANTERBURY PARK	4%
b. INDIANA/OTB	4%
c. FAIR GROUNDS/OTBS	4%
d. KENTUCKY TRACKS/OTBS	4%
e. TWINSPIRES/COMS	6.5 %
f. CODERE-PANAMA	4%
g. HARRAS LOUISIANA DOWNS	4%
h. HOOSIER/OTBS	4%
i. MIAMI VALLEY	4%
j. OAK GROVE RACING	4%
k. OAKLAWN	4%
l. TURFWAY	4%

This letter also constitutes a consent request to approve the full card of simulcasting of 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 TwinSpires and Los Alamitos Race Course, with a Hub fee of 6.25%.

This agreement shall be effective as of January 1, 2021 and shall be an open-ended agreement with no expiration date. Furthermore, this agreement shall remain in effect until either party terminates per section 16 of this agreement.

Sincerely,



Dino Perez
PCQHRA



Pacific Coast Quarter Horse Racing Association

Tony Allevato
NRYA bets, LLC

October 8, 2020

Dear Mr. Allevato,

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 Delaware operated by NRYA bets, LLC pursuant to the terms of the agreement between NYRA bets, LLC and Los Alamitos Race Course.

Sincerely,



Dino Perez
Manager



Pacific Coast Quarter Horse Racing Association

October 15, 2021

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 by Pacific Coast Quarter Horse Racing Association for Los Alamitos Race Course to export the satellite signal for the 2022 LAQHRA Quarter Horse race meeting to the following locations:

<u>Out of State Satellite Location</u>	<u>Contracted Fee (% of gross handle)</u>
Lien Games LLC, ND ADW	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 L.A.Q.H.R.A., and that an amount equal to one-half of the monies due from the aforesaid fees will be deposited in the Quarter Horse Earned Purse Account at Los Alamitos Race Course. This consent is granted through the conclusion of the 2022 LAQHRA meet on Sunday, Dec 18, 2022.

Sincerely,

Dino Perez
PCQHRA



Pacific Coast Quarter Horse Racing Association

December 2, 2020

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 of races from Los Alamitos Race Course under the Federal Interstate Horse Racing Act to the hub Game Play Network, Inc., A Delaware Corporation and Los Alamitos Race Course, with a Hub fee of 6.%.

Out of State Satellite Location

Contracted Fee (% of gross handle)

Game Play Network Hub Agreement

6 %

The term of this Hub Agreement shall be from January 1, 2021 through December 31, 2022.

Sincerely,

Dino Perez
PCQHRA

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; and those included in E.

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

The Caribbean Basin (Las Caymanas Park and various books on St. Marten, Jamaica, Barbados, and Trinidad); Dominican Republic (Hipodromo V. Centenario); Canada (Assiniboia Downs, Barrie Downs, Dresdan, Fraser Downs, Dawartja Downs. Elmira Raceway, Flamboro Downs, Fraser, Kawartha Downs, Marquis Downs, Queensbury Downs, Red Shores, Rideau Carlton, Hipodromo l'Hippodrome de Montreal, Calgary Stampede, Hastings Park, Northland Park, Ontario Jockey Club, Picov, Rocky Mountain Turf, Stampede Park, Western Fair, Windsor Raceway, Woodbine, Woodstock, and others); Argentina (La Plata, San Ysidro, Pallermo, and related books); Austria, Belarus, Belgium, Brazil (Jockey Club and related books); Columbia, (LosComuneros); Germany, Ireland, Peru(Hippodromo Monterrico); Panama (Codere-PresidenteRemon);Russia. Grenada, United Kingdom, Uruguay (Maronas Racetrack);Venezuela (La Rinconada and related books); U.S. Virgin Islands (books); Puerto Rico (El Commandante), South Korea, South Africa.

America Tab-OR
AmWest Entertainment-KY
Arapahoe Park-CO
Arima Race Club,Trinidad
Arizona Downs
Arlington International Race Course-IL
Atlantic City Casino Assn.-NJ
Atlantis Paradise, LVDC
Avatar Ventures, LVDC
Balmoral Park-IL
BetPad, OR
Belterra Park
Beulah Park-OH
Birmingham Race Course-AL
Blue Ribbon Downs-OK
Bordertown
Buffalo Trotting Association-NY
Calder Race Course-FL
Capital Sports Pty-Australia
Canterbury Park-MN
Capital District OTB-NY
Casino Association
Catskill Off-Track, NY
Century Downs
Cheyenne Plaza
Choctaw Racing Services, OK
Churchill Downs-KY
Churchill Downs Sports Spectrum-KY

Cities of Gold, LVDC
Citizen Band Potawatomi Indian Tribe (LVDC)
Colonial Downs-VA
Columbus Races-NE
Connecticut OTB-CT
Corpus Christi Greyhound Track-TX
Cypress Bayou Casino
Dairyland Greyhound Park-WI
Day at the Track
Dayton
Delaware Park-DE
Delta Downs-LA
DGS Systems Corp, LVDC
Dover Downs-DE
Downs at Albuquerque-NM
Downs at Santa Fe
Ebet
Egg Harbor Turf Club
Ellis Park-KY
Elite Turf Club, LVDC
Emerald Downs, WA
EmpireCityBets Yonkers
Eureka Downs, KS
Euro Off-Track, Isle of Man
European Wagering Services
Evangeline Downs-LA
Fair Grounds Racecourse-LA
Fair Meadows, IA
Fairmount Park-IL
Favorites at Gloucester
Favorites at Toms River
Favorites at Woodbridge
Finger Lakes Race Track-NY
Firelake Entertainment(LVDC) OK
Fonner Park-NE
Fort Erie
Foxwoods Casino (LVDC)-CT
Freehold Raceway-NJ
Garden State Park-NJ
Geneva Lakes Kennel Club-WI
Georgian Downs
Grand River Raceway
Great Lakes Downs-MI
Greentrack-AL
Gulf Greyhound Park
Gulfstream Park-FL
GWS German Tote
Hanover Raceway
Harrington Raceway & Simulcast Facility-DE
Hawthorne Race Course-IL
Hazel Park-MI
Hialeah Park-FL
Hiawatha Horse Park
Hinsdale Greyhound Park, NH
Hipica De Panama-MIR
Holiday Beach Hotel (LVDC)-NV

Hoosier Park-IN
Horse Races Now
IBN-US Accounts
Ida Racing, ID
Illinois
Indiana Downs, IN
International All Sports, Australia
International Racing Group, (IRG)
Jackson Harness Raceway-MI
Keeneland-KY
Kentucky Downs
Ladbroke at the Meadows-PA
Lebanon Trotting Club-OH
Lewiston OTB-ME
Les Bois Park-ID
Lien Games, ND
Lodge At Belmont
Lone Star Race Park-TX
Louisiana Downs-LA
Luckity
Magna Bet
Manor Downs-TX
Maryland Jockey Club-MD
Maywood Park-IL
Meadows the
Meadowlands, NJ
Megatote, LVDC
Meskwaki Casino (LVDC)-NV
Mobile Greyhound Park-AL
Mohegun Sun
Monmouth Park-NJ
Montana Simulcast, MT
Monticello Raceway-NY
Mountaineer Park-WV
Mt. Pleasant Meadows-MI
Multnomah Greyhound Park-OR
Nassau Downs OTB-NY
Nebraska State Fair Park-NE
Nevada
Nevada Indian Casinos
NJ ADW-Mobile
New Jersey Sports & Exposition
New Mexico State Fair-NM
New York City Off-Track Betting-NY
New York Racing Association-NY
Northfield Park-OH
Northville Downs-MI
Northville Racing Corp.-MI
Northwest Racing Associates Ltd.(Emerald)
NYRAbets
Oaklawn Park-AR
Ocean Downs-MD
Offtrackbetting.com
Palace Casino
Pari-Bet, LLC
Penn National Race Course-PA

Philadelphia Park-PA
Phumelela Gold, South Africa
Plainridge Racecourse-MA
Player Management Group
Playfair Race Course-WA
Poconos
Pojoaque Pueblo Gaming, Inc. (LVDC)-OK
Pompano Park, FL
Portland Meadows-OR
Potawatomi Indian Tribe, WI
Prairie Meadows-IA
Premier Gateway Int.
Premier Turf Club-ND
Racebets
Raceway Park-OH
Racing & Gaming Services, St Kitts
Racing2Day-FL
Remington Park-OK
Retama Park-TX
Rillito Park-AZ
River Downs-OH
Rockingham Park-NH
Ruidoso Downs-NM
Running Aces Harness Park, MN
Saddlebrook, TX
Sam Houston Park-TX
Sandy Downs, ID
Saratoga Raceway-NY
Schenectady OTB-NY
Scioto Downs-OH
Silks Corporation, N. Dakota Horse Park, ND
Sol Mutuel Ltd, S. America
Southland Greyhound Park-AR
Spirit Mountain Casino (LVDC)-OR
Social Gaming
Southland
Sports Creek Raceway-MI
Sportsman's Park-IL
Sudbury Downs
Suffolk Downs-MA
Suffolk OTB, NY
Sunland Park Racetrack-NM
SunRay Park and Casino-NM
Tampa Bay Downs-FL
TBC Teletheaters
Television Games Network-CA
The Downs @ Albuquerque
The Lodge at Belmont, NH
The Racing Channel,
The Red Mile, KY
The Royal Turf Club, Antigua
The Stables (LVDC)-OK
Thistledown Racing Club-OH
Tioga Downs, NY
TP Racing, LLLP (Turf Paradise)-AZ
Tote Investment Racing Service

TRN International, PA
 Tucson Greyhound Park-AZ
 Turf Paradise
 Turning Stone Casino-NY
 TVG
 Twinspires
 US Off-Track-OR
 Valley Race Park, TX
 Velocity Wagering
 Vernon Downs-NY
 Vineland OTB
 Western Regional OTB-NY
 Wichita Greyhound Park-KS
 Will Rogers Downs-OK
 WinnaVegas Casino
 Wonderland Greyhound Park
 Woodlands-KS
 Wyoming OTB-WY
 Xpressbet
 Yavapai Downs
 Yonkers Raceway-NY
 Youbet-Tote Tasmania, Australia
 Zia Park, NM

F. California mini-simulcast facilities the association proposes to offer its live audiovisual signal:

Santa Clarita Lanes	Sammy's - Lake Forest
Commerce Casino, City of Commerce	Firehouse Restaurant-Bakersfield
Tilted Kilt, Thousand Oaks	Glen Arden - Glendale
OC Tavern, San Clemente	
Lake Elsinore Hotel and Casino	
Sports Grill & Turf Club, Norco	

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

notice to applicant: Business and Professions Code section 19596.2(a) stipulates that on days when live thoroughbred or fair racing is being conducted in the state, the number of thoroughbred races which 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 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
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- 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 whether or not 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
Delta Downs	April –July	Selected races
Sam Houston	April-May	Selected races
Prairie Meadows	August-October	Selected races
Remington Park	March-June	Selected races
Ruidoso Downs	June-September	Selected races
September 5, 6	All American Gold Cup, Derby and Futurity	
Fair Grounds	TBA	Selected races
Fair Meadows/Tulsa	TBA	Selected races
Evangeline Downs	September-December	Selected races
Lone Star Park	September-November	Selected races
Canterbury Park	TBA	Selected races
Indiana Downs	TBA	Selected races
Emerald Downs	August	Selected races
Albuquerque	June-October	Selected races
Century Mile	September-October	Selected races
Portland Meadows	TBA	Selected races
Zia Park	TBA	Selected races
Retama Park	July-September	Selected 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 whether or not a full card will be accepted. If the full card will not be imported, state “selected feature and/or stakes races”: N/A

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 which 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
Meadowlands	Standardbred	May-November	Selected races
Tioga	Standardbred	TBA	Selected races
Hawthorne	Standardbred	January-September	Selected races

Red Mile	Standardbred	August/September	Selected races
Western Fair	Standardbred	January-November	Selected races
Fraser Downs	Standardbred	TBA	Selected races
Charlottetown	Standardbred	August	Selected races
Dayton Raceway	Standardbred	September	Selected races
Miami Valley Gaming	Standardbred	January-March	Selected races
Pompano Downs	Standardbred	January-December	Selected races
Dover Downs	Standardbred	TBA	Selected races
The Meadows	Standardbred	TBA	Selected races
Northfield Park	Standardbred	January-December	Selected races
Vernon Downs	Standardbred	August-September	Selected races
Flamboro	Standardbred	January-December	Selected races
Hoosier Park	Standardbred	August/September	Selected races
Mohawk Raceway	Standardbred	June-October	Selected races
Rosecroft	Standardbred	March-November	Selected Races
Running Aces	Standardbred	May-September	Selected races
Rideau Carleton	Standardbred	January-December	Selected races
Mohegan Sun @Pocono	Standardbred	March-November	Selected races
Yonkers	Standardbred	TBA	Selected races
Remington Park	Paint	March-June	Selected races
Emerald Downs	Tb, 4 ¼ furlong, \$5000 claimers or less	TBA	Selected races
Hastings	Tb, 4 ¼ furlong, \$5000 claimers or less	TBA	Selected races
Portland Meadows	Tb, 4 ¼ furlong, \$5000 claimers or less	TBA	Selected races

- 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). Agreements forwarded as needed.

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 provision 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 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 and out-of-state wagering, and which 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 3 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 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 B&P Code Section 19550(b)? Yes X

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

14. RACING OFFICIALS, OFFICIALS, AND OFFICIATING EQUIPMENT

- A. Racing officials nominated:
- | | |
|-----------------------------|------------------------------|
| Association Veterinarian(s) | Becky Fitzgerald, DVM |
| Clerk of Scales | Natividad Estrada |
| Film Specialist | Stewards |
| Horse Identifier | Ralph Seville |
| Horseshoe Inspector | Brian Griffin |
| Paddock Judge | Thomas Bazley |
| Patrol Judges | Louie Cacioppo |
| Placing Judges | Tyler Hart, Jordan Castaneda |
| Starter | Gary Brinson |
| Timer | Jordan Castaneda |
- B. Management officials in the racing department:
- | | |
|-------------------------------------|-----------------|
| Director of Racing | Scott Craigmyle |
| Racing Secretary | Scott Craigmyle |
| 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:
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 12/31/23
- E. Photo patrol video equipment to be used to record all races, name of the person supplying the service, and expiration date of the service contract. Specify the number and location of cameras for dirt and turf tracks.
Pegasus Communications - Jim Porep 05/06/22
- 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 05/06/22

15. SECURITY CONTROLS

- A. Name and title of the person responsible for security controls on the premises. Include an organizational chart of the security department and a list of the names of security personnel and contact telephone numbers.
Cathy Monji – Director of Security 714-820-2810
- 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. Not used at this time.
 - 2. Detention Stalls:
 - A. Attach a plan for use of graded stakes or overnight races. Not used at this time.
 - B. Number of security guards in the detention stall area during a 24-hour period. Not used at this time.
- C. Describe number and location of surveillance cameras in detention stall area.
2 cameras in the Test Barn area and 2 cameras in the Receiving Barn area provide 24 hour surveillance.
- 3. TCO2 Testing: N/A
 - 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



16633 Ventura Blvd, Suite 1010, Encino, CA 91430
818-907-1900 Fax 818-907-1930

September 20, 2021

Frank

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

Available as additional option
Overhead gate robotic camera
Drone, FAA certified pilot
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. 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	KENNETH GRANT	GRAVEYARD
STABLE GATE	GREICY QUEVEDO RONNIE WHITE CHERI WILLETT ARTURO SANDOVAL SHARRIL JANISKY MARCO AVINA BENJAMIN GARCIA	SWING GATE DAY WEST GATE SPLIT SHIFT NIGHT WEST GATE GRAVEYARD GATE DAY GATE MAIN GATE

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. 2 cameras in the Test Barn area and 2 cameras in the Receiving Barn area provide 24 hour surveillance at all times.

D. For night racing associations. Describe emergency lighting system: Attached

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, 714-325-0363 cell -Stacy 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. attached

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. N/A

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 sees D.1.:**

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

Los Alamitos Medical Center West Anaheim Medical Center

3751 Katella Ave

3033 West Orange Ave

Los Alamitos, CA

Anaheim, CA 92804

562-799-3212

714-827-3000

In case of a major accident/head injury they are routed to:

Long Beach Memorial or UCI

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 minutes to reach full illumination. In the event of an interruption of this type the back-up emergency quartz lighting system automatically comes on. This happens instantly and the back-up emergency system can remain on for up to 90 minutes.

CHRB
1010 Hurley Way #300
Sacramento, CA 95825

September 13, 2021

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,

A handwritten signature in cursive script that reads "Stacy O'Bryan".

Stacey O'Bryan - President
Huntington Ambulance, LLC

Los Alamitos Race Course

EMT / Paramedic Protocols

The emergency medical services at Los Alamitos Race Course operate under the jurisdiction of County of Orange Emergency Medical Service Dept. (OCEMS). The OCEMS supervises all paramedic services within the county as well as all private ambulance companies.

Orange County regulations now stipulate that paramedic services within the county are provided through Orange County Fire Authority and private paramedic ambulance services.

The OCEMS has reviewed and approved the protocol for handling on track accidents at Los Alamitos Race Course. This protocol calls for Huntington Ambulance EMT and paramedic to respond to any on track accident and stabilize any injured rider. At this point paramedics are called and they respond from Orange County Fire Station #17 which is located directly adjacent to Los Alamitos Race Course.

Huntington Ambulance EMT and paramedic transport the injured rider to a designated area located just outside a special emergency gate built on the backstretch of the racetrack where they are met by Fire Authority paramedics. This designated area is less than 100 yards from the paramedic station.

The Orange County Fire Authority paramedics reevaluate the injured rider and make the determination of whether to transport the rider to a trauma center. The rider is then transferred to Care Ambulance for transport with the Orange County Fire Authority paramedic to the trauma center. Care Ambulance Service is under contract with the cities of Los Alamitos and Cypress for ambulance transport, Therefore Huntington Ambulance Service never leaves the grounds to leave the racetrack uncovered.

This emergency protocol is in place for both morning training and evening racing accidents.

2801 Atlantic Ave
Long Beach, CA 90802
562-933-2000

101 The City Dr
Orange, CA 92868
714-456-7890

This will be determined by the Paramedics, not the race track or EMT's

- 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: Same as D (1).
- 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: attached
- G. Name of health and safety manager and assistant manager responsible for compliance of health and safety provisions pursuant to Business and Professions Code section 19481.3(d):
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.
Attached
- 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, certificate # On File
Administrator: Sig Solutions
PO Box 905
Seal Beach, Ca 90740
- 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 10 days' notice of any cancellation or termination of insurance that secures the liability of the association for payment of workers' compensation. Attached

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, that may be either permanent or mobile, and which 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. (b) 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. (c) 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. (d) Each racing association or racing fair shall designate a health and safety manager and assistant manager,




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 Oranewood 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 Oranewood Ave, Suite 6
Garden Grove (714) 903-1100**



Date: October 13, 2021

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 April 27, 2021.

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 April 27, 2021 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 requesting an exemption from the 45-day provision in Board Rule 1927

Respectfully,

Frank Sherren
Facility Manager
Los Alamitos Race Course



ORANGE COUNTY FIRE AUTHORITY

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

Lori Smith, Assistant Chief/Fire Marshal (714) 573-6000

www.ocfa.org

FIRE AND LIFE SAFETY INSPECTION CLEARANCE LETTER

April 27, 2021

Frank Sherren
Los Alamitos Race Course
4691 Katella Avenue
Cypress, CA 90630

Subject: Fire and Life Safety Inspection

An inspection was conducted by the Orange County Fire Authority (OCFA) for the Los Alamitos Race Course at 4691 Katella Avenue, Los Alamitos, CA 90630. This inspection was performed on April 27, 2021, by the OCFA Fire Inspector, Kenneth Wiggins and Assistant Fire Marshal, Antonio Solares. We have accepted a plan of action to correct existing violations at this time. The inspection report will be turned in for data entry to OCFA records. This letter will serve as your Fire Clearance from the OCFA.

Please contact me directly if you have any questions or concerns.

Respectfully,

Kenneth Wiggins
Fire Inspector
Prevention Field Services Section
(714) 229-8801
kennethwiggins@ocfa.org

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

RESIDENTIAL SPRINKLERS AND SMOKE ALARMS SAVE LIVES



FINILIN-03

PRZEMIELEWSKIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/2/2020

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: Sara Przemielewski PHONE (A/C, No, Ext): (925) 660-3531 FAX (A/C, No): E-MAIL ADDRESS: Sara.Przemielewski@ioausa.com
	INSURER(S) AFFORDING COVERAGE INSURER A : Safety National Casualty Corp INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Los Alamitos Racing Assoc and Quarter Horse Racing, Inc. 4961 Katella Avenue Los Alamitos, CA 90720	

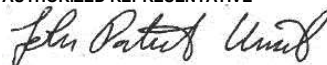
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	SP4063735	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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)
Evidence of Coverage

CERTIFICATE HOLDER**CANCELLATION**

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

- Attach a copy of the promotional and marketing plans for the race meeting:
attached
- B. Promotional/ Marketing budget for this race meeting:
attached
- Promotional/Marketing budget for prior race meeting:
attached
- C. Number of hosts and hostesses employed for meeting:
attached
- D. Describe facilities set aside for new fans:
attached

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

- Horsemen
- Fans
- Facilities in the restricted areas

19. SCHEDULE OF CHARGES

A. Proposed charges, note any changes from the previous year:

Admission (general)	3.00
Admission (clubhouse)	5.00/10.00 (Vessels club)
Reserved seating (general)	N/A
Reserved seating (clubhouse)	N/A
Parking (general)	Free
Parking (preferred)	5.00
Programs (on-track)	4.50
(off-track)	4.75

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



Los Alamitos Race Course



2022 SEASON SEATS

Live Racing: **QUARTERHORSE/THOROUGHBRED** –December 26, 2021 to December 24, 2022
Satellite Racing: Year Round

Options:

=

- A. VESSELS CLUB EXECUTIVE (PLEASE NOTE: FOR LIVE NIGHT RACING ONLY) \$3,000.00**
December 26, 2021– December 24, 2022
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 26, 2021– December 24, 2022
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

=

- 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 26, 2021 through December 24, 2022 . **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: _____

PLEASE MAKE YOUR CHECK PAYABLE TO LOS ALAMITOS RACE COURSE

LOS ALAMITOS RACE COURSE 4961 Katella Avenue, Cypress, CA 90720 (714) 820-2810



September 17, 2021

RE: Annual Barn Area Housing Inspection

In November and December of 2020, a housing and safety inspection 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. Due to complications associated with Los Alamitos Race Course Covid-19 barn area protocols the inspection was conducted over a two week period.

Officials from the City of Cypress Building and Safety Department, Investigators from the CHRB, LARC Security, Maintenance and Janitorial staff participated in the inspections.

The inspection examines all restroom facilities, tack rooms and living quarters.



SAMPLE DESCRIPTION	Gravel		Sand			Silt 0.002 - 0.05 mm	Clay 0 - 0.002 mm	Ratio Med to V. Fine divided by Gravel + Cs. Sand
	Coarse 5 - 12 mm	Fine 2 - 5 mm	Very Coarse 1 - 2 mm	Coarse 0.5 - 1 mm	Med. To V. Fine 0.05 - 0.5 mm			
1/4 Pole		0.5%	1.2%	2.3%	78.2%	8.9%	9.0%	20.0
		0.5%	3.5%		78.2%	17.9%		
1/2 Pole		0.6%	1.2%	2.4%	78.1%	8.7%	9.0%	18.6
		0.6%	3.6%		78.1%	17.7%		
3/4 Pole		0.5%	1.1%	2.1%	78.6%	8.8%	9.0%	21.6
		0.5%	3.2%		78.6%	17.8%		
Finish Line		0.5%	1.1%	2.0%	78.8%	8.6%	9.0%	21.8
		0.5%	3.1%		78.8%	17.6%		
Average		0.5%	1.1%	2.2%	78.4%	8.7%	9.0%	20.4
		0.5%	3.3%		78.4%	17.7%		
Standard Deviation		0.0%	0.1%	0.2%	0.3%	0.1%	0.0%	
Standard Error		0.0%	0.0%	0.1%	0.1%	0.1%	0.0%	

Table 3: This table compares the gravel, sand, silt and clay distribution of each sample based on the USDA soil texture classification.

SAMPLE DESCRIPTION	Gravel		Sand			Silt 0.002 - 0.05 mm	Clay 0 - 0.002 mm	Ratio Med to V. Fine divided by Gravel + Cs. Sand
	Coarse 5 - 12 mm	Fine 2 - 5 mm	Very Coarse 1 - 2 mm	Coarse 0.5 - 1 mm	Med. To V. Fine 0.05 - 0.5 mm			
May 2017		1.0%	1.7%	3.2%	77.5%	14.7%	1.8%	13.0
		1.0%	4.9%		77.5%	16.5%		
Jun. 2018		1.0%	1.6%	3.0%	76.9%	9.6%	7.8%	13.7
		1.0%	4.6%		76.9%	17.5%		
Sep. 2018		1.2%	1.6%	2.9%	77.0%	10.2%	7.2%	13.7
		1.2%	4.4%		77.0%	17.4%		
July 2019		0.9%	1.4%	2.6%	77.7%	11.2%	6.2%	15.9
		0.9%	4.0%		77.7%	17.4%		
July 2020		0.7%	1.3%	2.3%	78.7%	9.5%	7.5%	18.0
		0.7%	3.6%		78.7%	17.0%		
Sep. 2020		0.8%	1.3%	2.4%	78.3%	9.9%	7.3%	17.2
		0.8%	3.7%		78.3%	17.1%		
Nov. 2020		0.7%	1.2%	2.3%	78.2%	8.7%	9.0%	18.8
		0.7%	3.5%		78.2%	17.7%		
April 2021		0.5%	1.1%	2.2%	78.4%	8.7%	9.0%	20.4
		0.5%	3.3%		78.4%	17.7%		

Table 4: This table compares the gravel, sand, silt and clay distribution over time based on the USDA soil texture classification.

- E. Name of the person responsible for supervision of the maintenance of the racetrack safety standards pursuant to CHRB Rule 1474:
Rick Hughes/Dennis Moore
- F. Attach a Track Safety Maintenance Program pursuant to CHRB Rule 1474.
attached
- G. If the association is requesting approval to implement alternate methodologies to the provisions of Article 3.5, Track Safety Standards, pursuant to CHRB Rule 1471, attach a Certificate of Insurance for liability insurance which 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 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.
PCQHRA agreement is pending. This agreement will be provided to the CHRB when completed.
- C. Attach an agreement to provide for race-day furosemide administration pursuant to CHRB Rule 1845. Attached.
- 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). N/A
- 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

AGREEMENT BETWEEN
LOS ALAMITOS QUARTER HORSE RACING ASSOCIATION
AND
PACIFIC COAST QUARTER HORSE RACING ASSOCIATION
FOR THE CONDUCT OF
THE 2022 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 22, 2021 and running through December 20, 2022, (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 22, 2021 through December 20, 2022, 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 2022 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 2022 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"

<u>RACE</u>	<u>ADDED MONEY</u>	<u>TO BE RUN</u>
Ed Burke Million Futurity	\$250,000	6/19/2022
Governor's Cup Futurity	\$100,000	7/30/2022
Governor's Cup Derby	\$100,000	7/30/2022
PCQHRA Breeders Futurity	\$50,000	10/1/2022
PCQHRA Breeders Derby	\$50,000	10/2/2022

3.10 The Los Alamitos barn area will remain open after the conclusion of the 2021 meet for use of the Quarter Horse horsemen. The Los Alamitos racetrack will be available for training during the break between the 2021 and 2022 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 2022 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 2021 over 2022 and 2021 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:

<u>PURSE</u>	<u>NOMINATION</u>	<u>ENTRY</u>
\$ 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 2022 and March 2022. The Racing Secretary shall have the right to write up to twenty-five of these races (25) between April, 2022 and December 2022. The amount of purses for these 33 races is listed below.

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"

For additional added-money stakes including the Charger Bar, Los Alamitos Oaks, Go Man Go, Mildred Vessels Handicap and the Wild West Futurity which require nomination and entry fees, but pay down to more than five places a different distribution formula based on ten finishers will be used.

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 2022 AQHA regional races:

- Bank of America California Region Challenge
- Adequan California Challenge
- John Deere California Juvenile Challenge
- ARC California Distaff 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, 2022. 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 2022 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 2022 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 for the 2022 meet.

(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 2022 stakes schedule which includes dates and amounts of added money will be made public prior to December 2021. 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 2022 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 2022 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 2021 Quarter Horse meet and the opening of the 2022 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 2021 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 2020 agreement between TRACK and PCQHRA for the conduct of the 2022 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 2020 meeting, not to exceed the sum of \$200,000, for use at the 2021 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 20, 2022, 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.

Edward Callahan

Los Alamitos Quarter Horse Racing Ass'n

10-18-21

Date

Joseph A. Genovese, President

Pacific Coast Quarter Horse Racing Ass'n

10/15/2021

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 1/16)

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 associations contact person:

Horsemen's Quarter Horse Racing Association dba Los Alamitos Quarter Horse Racing Association
4961 Katella Ave.
Los Alamitos, CA 90720 714-820-2800 main 714-820-2820 fax
cmonji@losalamitos.com

- B. Breed of horse: TB QH-X H

- 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. On File

- E. Was the association licensed to operate a race meeting prior to January 1, 2001?

Yes-X 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, which 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, which 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 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 22, 2021-December 20, 2022

B. Actual dates racing will be held:

December 26, 2021

January 1-2, 7-9, 14-16, 21-23, 28-30	July 1-3, 8-10, 15-17, 22-24, 29-31
February 4-6, 18-20, 25-27	August 5-7, 12-14, 19-21, 26-28
March 4-6, 11-13, 18-20, 25-27	September 2-4, 9-11, 16-18, 23-25, 30
April 1-3, 8-10, 15-16, 22-24, 29-30	October 1-2, 7-9, 14-16, 21-23, 28-30
May 1, 6-8, 13-15, 20-22, 27-29	November 4-6, 11-13, 18-20, 25-27
June 3-5, 10-12, 17-19, 24-26	December 2-4, 9-11, 16-18

C. Total number of days or nights of racing: 149

D. Days or nights of the week races will be held:

Wed - Sun

Tues - Sat

Other (specify)X

Friday through Sunday except: 12/31/21, Super Bowl Weekend 2/11/22, 2/12/22, 2/13/22, Easter Sunday 4/17/22.

E. Number of days or nights of racing per week: 3 nights

3. RACING PROGRAM

A. Total number of races: 1208 live, 2500 simulcast = 3708

B. Number of races for each day or night: 7-15 live, 10-20 simulcast

C. Total number of stakes races: 66

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.

2020 & 2021 Stakes schedules attached.

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).

Minor date changes are due to calendar variations.

Los Alamitos Oaks is now \$500,000 projected, \$125,000 added.

El Primero Del Ano Derby is now \$225,000 projected, \$35,000 added.

Golden State Derby is now \$250,000 projected, \$50,000 added.

Los Alamitos Super Derby is now \$1,000,000 projected, \$200,000 added.
 Los Alamitos 2 Million Futurity is now \$1,800,000 projected, \$350,000 added.
 Southern California Derby is now \$175,000 projected, \$35,000 added

The Plan Overnight Handicap, \$12,500 Claiming Futurity, He Flies Overnight Handicap, and John Ward Overnight Handicap are purposely not numbered and are not to be counted in the total number of stakes races.

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.

Ed Burke Juvenile, Golden State Juvenile, and Los Alamitos Juvenile Invitational have been dropped due to the owners discretion.

- E. Will provisions be made for owners and trainers to use their own registered colors?
 Yes No If no, what racing colors are to be used:

List all post times for the daily racing program:

Race	Friday	Saturday	Sunday
1	6:00	6:00	5:00
2	6:28	6:28	5:28
3	6:56	6:56	5:56
4	7:24	7:24	6:24
5	7:52	7:52	6:52
6	8:20	8:20	7:20
7	8:48	8:48	7:48
8	9:16	9:16	8:16
9	9:44	9:44	8:44
10	10:12	10:12	9:12
11	10:40	10:40	9:40
12		11:08	10:08
13			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.

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).

13. Names of all officers and directors, titles, and the number of shares of the corporation held by each: N/A
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: N/A
15. Number of outstanding shares in the corporation: N/A
16. Are the shares listed for public trading? N/A Yes No
If yes, on what exchange and how is the stock listed: N/A
17. Name of the custodian of the list of shareholders and/or the transfer agent for the share holdings of the corporation: N/A

D. llc

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

E. other

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

F. FINANCIAL INFORMATION * - Supplied separately to Nicole Gravely of CHR.B.

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:
 - 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 years race meeting and Profit and Loss statement for projected year race meeting.
 - Statement of Changes in Equity: to include the changes of the applicants' 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 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 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
John Ferrero	Director Simulcasting/Nominations
Patricia Secrist	Director of Nominations
Dawn Jackson	Paymaster of Purses
Ken Walker	Director of Labor Relations

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, 4961 Katella Ave., Los Alamitos, CA 90720

5. TAKE OUT PERCENTAGE

- 1. 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? If no, proceed to subsection 6. If yes, identify the wager and the proposed takeout percentage. N/A

Yes No

Wager(s) to be adjusted: _____ Proposed percentage: ____%

- A. 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. N/A

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 10 percent nor more than 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

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

Year	Handle	Attendance
2020	292,096,966	102,393
2019	228,734,042	366,527
2018	258,670,181	381,903
2017	238,700,510	379,922
2016	243,784,709	424,734

- 7. **PURSE PROGRAM (excluding supplements, nominations, sponsorships and starter fees):** 2022 149 Days
2021 125 Days (150 on 2021 application, one night cancelled due to rain, Fridays cancelled effective 7/16/21).

- Purse distribution:

- All races other than stakes:
 Current meet estimate: 2022 10,500,000
 Prior meet actual: 2021 10,490,285

Average Daily Purse (7 A1 number of days):
 Current meet estimate: 2022 70,470
 Prior meet actual: 2021 83,922

- Overnight stakes:
 Current meet estimate: 2022 N/A
 Prior meet actual: 2021 N/A

Average Daily Purse (7 A2 number of days):
 Current meet estimate: 2022 N/A
 Prior meet actual: 2021 N/A

3. Non-overnight stakes:
 Current meet estimate: 2022 3,472,500
 Prior meet actual: 2021 3,456,474

Average Daily Non-overnight Purse (7 A3 number of days):
 Current meet estimate: 2022 23,305
 Prior meet actual: 2021 27,652

- Total Purses: (7A1+7A2+ 7A3)
 Current meet estimate: 2022 13,972,500
 Prior meet actual: 2021 13,946,759

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: 2022 5%
 Prior meet actual: 2021 5%

Average Daily Purse (7 B1 number of days):
 Current meet estimate: 2022 5%
 Prior meet actual: 2021 5%

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

Current meet estimate: 2022 450,000
 Prior meet actual: 2021 499,322

- 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:	2022	Prior meet actual:	2021
Total	380,000	Total	413,971

- E. Amount from all sources to be distributed in the form of purses or other benefits to horsemen

(7 A+7 C+7 D):

Current meet estimate:	2022	14,802,500
Prior meet actual:	2021	14,860,052

Average Daily Purse (7 E number of days):

Current meet estimate:	2022	99,346
Prior meet actual:	2021	118,880

- 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:	2022	11,239,000
Prior meet actual:	2021	12,487,430

Average Daily Purse (7 F number of days):

Current meet estimate:	2022	75,430
Prior meet actual:	2021	99,899

- G. Purse funds to be generated from interstate handle:

Current meet estimate:	2022	1,171,000
Prior meet actual:	2021	1,301,116

Average Daily Purse (7 G number of days):

Current meet estimate:	2022	7,859
Prior meet actual:	2021	10,409

- 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 which 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 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 which are obligated by law for distribution in the form of purses and breeders' awards, shall also be deposited within 3 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 which results in a balance remaining in the Paymaster of Purses' account at the conclusion of the meeting after distribution of amounts due to horsemen and 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. N/A

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. Estimated cost to provide off-site stalls for this meeting. Show cost per day per stall:
N/A
- H. Estimated cost to provide vaning from off-site stalls for this meeting. Show fees to be paid for vaning per-horse: N/A

9. EQUINE EMERGENCY SERVICES

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

Rick Overly, CEO of Equine Sports Medicine, phone number (714) 527-2341, and his staff of veterinarians are on call 24/7 to handle any issues during training hours, workouts and racing.

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

There is a rotation of private veterinarians on site during all training hours.

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 (RCI) 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; RCI #VE
Race #1	\$1E, \$1DD, \$1PNP4, \$1 TRI, \$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	CHRB1959,1977,1979,1979.1,1976.9, 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.

- 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: December 18, 2022
- 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: Friday, Saturday, 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 Internantional, contact person:Dave Payton, 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%

Win, Place, Show-17.63%
All others- 22.88%

These takeout rates apply to both on-track and off-track wagers.

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/contracts with each ADW provider to be used for this race meeting.

Contracts for TVG, NYRA Bets, Twin Spires, Watch & Wager and Xpressbet are attached.

C. Have the contract/agreements been approved by the respective horsemen's groups?

Yes X No

If yes, attach a copy of the approval.

Approvals from Pacific Coast Quarter Horse Racing Association for TVG, NYRA Bets, Twin Spires, Watch & Wager and Xpressbet are attached.

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. On file

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

Northern California

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
Ferndale

Southern California

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
Pechanga Casino-Temecula
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; and those included in E.

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

The Caribbean Basin (Las Caymanas Park and various books on St. Marten, Jamaica, Barbados, and Trinidad); Dominican Republic (Hipodromo V. Centenario); Canada (Assiniboia Downs, Barrie Downs, Dresden, Fraser Downs, Dawartja Downs, Elmira Raceway, Flamboro Downs, Fraser, Kawartha Downs, Marquis Downs, Queensbury Downs, Red Shores, Rideau Carlton, Hippodromo l'Hippodrome de Montreal, Calgary Stampede, Hastings Park, Northland Park, Ontario Jockey Club, Picov, Rocky Mountain Turf, Stampede Park, Western Fair, Windsor Raceway, Woodbine, Woodstock, and others); Argentina (La Plata, San Ysidro, Pallermo, and related books); Austria, Belarus, Belgium, Brazil (Jockey Club and related books); Columbia, (LosComuneros); Germany, Ireland, Peru(Hippodromo Monterrico); Panama (Codere-PresidenteRemon);Russia. Grenada, United Kingdom, Uruguay (Maronas Racetrack);Venezuela (La Rinconada and related books); U.S. Virgin Islands (books); Puerto Rico (El Commandante), South Korea, South Africa.

America Tab-OR

AmWest Entertainment-KY

Arapahoe Park-CO

Arima Race Club,Trinidad

Arizona Downs

Arlington International Race Course-IL

Atlantic City Casino Assn.-NJ

Atlantis Paradise, LVDC

Avatar Ventures, LVDC

Balmoral Park-IL

BetPad, OR

Belterra Park

Beulah Park-OH

Birmingham Race Course-AL

Blue Ribbon Downs-OK

Bordertown

Buffalo Trotting Association-NY

Calder Race Course-FL

Capital Sports Pty-Australia

Canterbury Park-MN

Capital District OTB-NY

Casino Association

Catskill Off-Track, NY

Century Downs

Cheyenne Plaza

Choctaw Racing Services, OK

Churchill Downs-KY

Churchill Downs Sports Spectrum-KY

Cities of Gold, LVDC
Citizen Band Potawatomi Indian Tribe (LVDC)
Colonial Downs-VA
Columbus Races-NE
Connecticut OTB-CT
Corpus Christi Greyhound Track-TX
Cypress Bayou Casino
Dairyland Greyhound Park-WI
Day at the Track
Dayton
Delaware Park-DE
Delta Downs-LA
DGS Systems Corp, LVDC
Dover Downs-DE
Downs at Albuquerque-NM
Downs at Santa Fe
Ebet
Egg Harbor Turf Club
Ellis Park-KY
Elite Turf Club, LVDC
Emerald Downs, WA
EmpireCityBets Yonkers
Eureka Downs, KS
Euro Off-Track, Isle of Man
European Wagering Services
Evangeline Downs-LA
Fair Grounds Racecourse-LA
Fair Meadows, IA
Fairmount Park-IL
Favorites at Gloucester
Favorites at Toms River
Favorites at Woodbridge
Finger Lakes Race Track-NY
Firelake Entertainment(LVDC) OK
Fonner Park-NE
Fort Erie
Foxwoods Casino (LVDC)-CT
Freehold Raceway-NJ
Garden State Park-NJ
Geneva Lakes Kennel Club-WI
Georgian Downs
Grand River Raceway
Great Lakes Downs-MI
Greentrack-AL
Gulf Greyhound Park
Gulfstream Park-FL
GWS German Tote
Hanover Raceway
Harrington Raceway & Simulcast Facility-DE
Hawthorne Race Course-IL
Hazel Park-MI
Hialeah Park-FL
Hiawatha Horse Park
Hinsdale Greyhound Park, NH
Hipica De Panama-MIR
Holiday Beach Hotel (LVDC)-NV

Hoosier Park-IN
Horse Races Now
IBN-US Accounts
Ida Racing, ID
Illinois
Indiana Downs, IN
International All Sports, Australia
International Racing Group, (IRG)
Jackson Harness Raceway-MI
Keeneland-KY
Kentucky Downs
Ladbroke at the Meadows-PA
Lebanon Trotting Club-OH
Lewiston OTB-ME
Les Bois Park-ID
Lien Games, ND
Lodge At Belmont
Lone Star Race Park-TX
Louisiana Downs-LA
Luckity
Magna Bet
Manor Downs-TX
Maryland Jockey Club-MD
Maywood Park-IL
Meadows the
Meadowlands, NJ
Megatote, LVDC
Meskwaki Casino (LVDC)-NV
Mobile Greyhound Park-AL
Mohegun Sun
Monmouth Park-NJ
Montana Simulcast, MT
Monticello Raceway-NY
Mountaineer Park-WV
Mt. Pleasant Meadows-MI
Multnomah Greyhound Park-OR
Nassau Downs OTB-NY
Nebraska State Fair Park-NE
Nevada
Nevada Indian Casinos
NJ ADW-Mobile
New Jersey Sports & Exposition
New Mexico State Fair-NM
New York City Off-Track Betting-NY
New York Racing Association-NY
Northfield Park-OH
Northville Downs-MI
Northville Racing Corp.-MI
Northwest Racing Associates Ltd.(Emerald)
NYRAbets
Oaklawn Park-AR
Ocean Downs-MD
Offtrackbetting.com
Palace Casino
Pari-Bet, LLC
Penn National Race Course-PA

Philadelphia Park-PA
Phumelela Gold, South Africa
Plainridge Racecourse-MA
Player Management Group
Playfair Race Course-WA
Poconos
Pojoaque Pueblo Gaming, Inc. (LVDC)-OK
Pompano Park, FL
Portland Meadows-OR
Potawatomi Indian Tribe, WI
Prairie Meadows-IA
Premier Gateway Int.
Premier Turf Club-ND
Racebets
Raceway Park-OH
Racing & Gaming Services, St Kitts
Racing2Day-FL
Remington Park-OK
Retama Park-TX
Rillito Park-AZ
River Downs-OH
Rockingham Park-NH
Ruidoso Downs-NM
Running Aces Harness Park, MN
Saddlebrook, TX
Sam Houston Park-TX
Sandy Downs, ID
Saratoga Raceway-NY
Schenectady OTB-NY
Scioto Downs-OH
Silks Corporation, N. Dakota Horse Park, ND
Sol Mutuel Ltd, S. America
Southland Greyhound Park-AR
Spirit Mountain Casino (LVDC)-OR
Social Gaming
Southland
Sports Creek Raceway-MI
Sportsman's Park-IL
Sudbury Downs
Suffolk Downs-MA
Suffolk OTB, NY
Sunland Park Racetrack-NM
SunRay Park and Casino-NM
Tampa Bay Downs-FL
TBC Teletheaters
Television Games Network-CA
The Downs @ Albuquerque
The Lodge at Belmont, NH
The Racing Channel,
The Red Mile, KY
The Royal Turf Club, Antigua
The Stables (LVDC)-OK
Thistledown Racing Club-OH
Tioga Downs, NY
TP Racing, LLLP (Turf Paradise)-AZ
Tote Investment Racing Service

TRN International, PA
 Tucson Greyhound Park-AZ
 Turf Paradise
 Turning Stone Casino-NY
 TVG
 Twinspires
 US Off-Track-OR
 Valley Race Park, TX
 Velocity Wagering
 Vernon Downs-NY
 Vineland OTB
 Western Regional OTB-NY
 Wichita Greyhound Park-KS
 Will Rogers Downs-OK
 WinnaVegas Casino
 Wonderland Greyhound Park
 Woodlands-KS
 Wyoming OTB-WY
 Xpressbet
 Yavapai Downs
 Yonkers Raceway-NY
 Youbet-Tote Tasmania, Australia
 Zia Park, NM

F. California mini-simulcast facilities the association proposes to offer its live audiovisual signal:

Santa Clarita Lanes	Sammy's - Lake Forest
Commerce Casino, City of Commerce	Firehouse Restaurant-Bakersfield
Tilted Kilt, Thousand Oaks	Glen Arden - Glendale
OC Tavern, San Clemente	
Lake Elsinore Hotel and Casino	
Sports Grill & Turf Club, Norco	

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

notice to applicant: Business and Professions Code section 19596.2(a) stipulates that on days when live thoroughbred or fair racing is being conducted in the state, the number of thoroughbred races which 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 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 Races	Race Dates	Full Card or Selected Feature and/or Stakes
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- 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 whether or not 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
Delta Downs	April –July	Selected races
Sam Houston	April-May	Selected races
Prairie Meadows	August-October	Selected races
Remington Park	March-June	Selected races
Ruidoso Downs	June-September	Selected races
September 5, 6	All American Gold Cup, Derby and Futurity	
Fair Grounds	TBA	Selected races
Fair Meadows/Tulsa	TBA	Selected races
Evangeline Downs	September-December	Selected races
Lone Star Park	September-November	Selected races
Canterbury Park	TBA	Selected races
Indiana Downs	TBA	Selected races
Emerald Downs	August	Selected races
Albuquerque	June-October	Selected races
Century Mile	September-October	Selected races
Portland Meadows	TBA	Selected races
Zia Park	TBA	Selected races
Retama Park	July-September	Selected 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 whether or not a full card will be accepted. If the full card will not be imported, state “selected feature and/or stakes races”: N/A

HARNESS SIMULCAST RACES TO BE IMPORTED

Name of Host Track	Race Dates	Full Card or Selected Feature and/or Stakes Races
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- J. For **all** racing associations, list imported simulcast races the association plans to receive which 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
Meadowlands	Standardbred	May-November	Selected races
Tioga	Standardbred	TBA	Selected races
Hawthorne	Standardbred	January-September	Selected races

Red Mile	Standardbred	August/September	Selected races
Western Fair	Standardbred	January-November	Selected races
Fraser Downs	Standardbred	TBA	Selected races
Charlottetown	Standardbred	August	Selected races
Dayton Raceway	Standardbred	September	Selected races
Miami Valley Gaming	Standardbred	January-March	Selected races
Pompano Downs	Standardbred	January-December	Selected races
Dover Downs	Standardbred	TBA	Selected races
The Meadows	Standardbred	TBA	Selected races
Northfield Park	Standardbred	January-December	Selected races
Vernon Downs	Standardbred	August-September	Selected races
Flamboro	Standardbred	January-December	Selected races
Hoosier Park	Standardbred	August/September	Selected races
Mohawk Raceway	Standardbred	June-October	Selected races
Rosecroft	Standardbred	March-November	Selected Races
Running Aces	Standardbred	May-September	Selected races
Rideau Carleton	Standardbred	January-December	Selected races
Mohegan Sun @Pocono	Standardbred	March-November	Selected races
Yonkers	Standardbred	TBA	Selected races
Remington Park	Paint	March-June	Selected races
Emerald Downs	Tb, 4 ¼ furlong, \$5000 claimers or less	TBA	Selected races
Hastings	Tb, 4 ¼ furlong, \$5000 claimers or less	TBA	Selected races
Portland Meadows	Tb, 4 ¼ furlong, \$5000 claimers or less	TBA	Selected races

- 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). Agreements forwarded as needed.

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 provision 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 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 and out-of-state wagering, and which 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 3 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 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 B&P Code Section 19550(b)? Yes X

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

14. RACING OFFICIALS, OFFICIALS, AND OFFICIATING EQUIPMENT

- A. Racing officials nominated:
- | | |
|-----------------------------|------------------------------|
| Association Veterinarian(s) | Becky Fitzgerald, DVM |
| Clerk of Scales | Natividad Estrada |
| Film Specialist | Stewards |
| Horse Identifier | Ralph Seville |
| Horseshoe Inspector | Brian Griffin |
| Paddock Judge | Thomas Bazley |
| Patrol Judges | Louie Cacioppo |
| Placing Judges | Tyler Hart, Jordan Castaneda |
| Starter | Gary Brinson |
| Timer | Jordan Castaneda |
- B. Management officials in the racing department:
- | | |
|-------------------------------------|-----------------|
| Director of Racing | Scott Craigmyle |
| Racing Secretary | Scott Craigmyle |
| 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:
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 12/31/23
- E. Photo patrol video equipment to be used to record all races, name of the person supplying the service, and expiration date of the service contract. Specify the number and location of cameras for dirt and turf tracks.
Pegasus Communications - Jim Porep 05/06/22
- 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 05/06/22

15. SECURITY CONTROLS

- A. Name and title of the person responsible for security controls on the premises. Include an organizational chart of the security department and a list of the names of security personnel and contact telephone numbers.
Cathy Monji – Director of Security 714-820-2810
- 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. Not used at this time.
 - 2. Detention Stalls:
 - A. Attach a plan for use of graded stakes or overnight races. Not used at this time.
 - B. Number of security guards in the detention stall area during a 24-hour period. Not used at this time.
- C. Describe number and location of surveillance cameras in detention stall area.
2 cameras in the Test Barn area and 2 cameras in the Receiving Barn area provide 24 hour surveillance.
- 3. TCO2 Testing: N/A
 - 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. 2 cameras in the Test Barn area and 2 cameras in the Receiving Barn area provide 24 hour surveillance at all times.

D. For night racing associations. Describe emergency lighting system: Attached

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, 714-325-0363 cell -Stacy 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. attached

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. N/A

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 sees D.1.:**

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

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 they are routed to:

Long Beach Memorial or UCI

2801 Atlantic Ave
Long Beach, CA 90802
562-933-2000

101 The City Dr
Orange, CA 92868
714-456-7890

This will be determined by the Paramedics, not the race track or EMT's

- 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: Same as D (1).
- 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: attached
- G. Name of health and safety manager and assistant manager responsible for compliance of health and safety provisions pursuant to Business and Professions Code section 19481.3(d):
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.
Attached
- 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, certificate # On File
Administrator: Sig Solutions
PO Box 905
Seal Beach, Ca 90740
- 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 10 days' notice of any cancellation or termination of insurance that secures the liability of the association for payment of workers' compensation. Attached

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, that may be either permanent or mobile, and which 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. (b) 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. (c) 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. (d) Each racing association or racing fair shall designate a health and safety manager and assistant manager,

- C. Describe any "package" plans such as combined parking, admission and program:
N/A

20. JOCKEYS/DRIVERS' QUARTERS

- A. Check the applicable amenities available in the jockeys/drivers' quarters:
Corners (lockers and cubicles) YES How many 70
Showers YES Steam room YES, sauna or steam cabinets YES Lounge area YES
Masseur NO Food/beverage service YES Certified platform scale YES

- 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) _____ on
(date) _____. See Attached.
- 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
- 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: 5,100 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 straight-aways 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 (i.e., 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 rail 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/Dennis Moore
- F. Attach a Track Safety Maintenance Program pursuant to CHRB Rule 1474.
attached
- G. If the association is requesting approval to implement alternate methodologies to the provisions of Article 3.5, Track Safety Standards, pursuant to CHRB Rule 1471, attach a Certificate of Insurance for liability insurance which 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 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.
PCQHRA agreement is pending. This agreement will be provided to the CHRB when completed.
- C. Attach an agreement to provide for race-day furosemide administration pursuant to CHRB Rule 1845. Attached.

- 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). N/A
- 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 Rules 1870 and 1871, the CHRB shall be given 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.

_____	_____
Print Name	Signature
_____	_____
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
 - a. total number of shares held by the trust or agreement.

F. directors, officers, and partners

- 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
2. is currently engaged in the business of racing in another state.

Exhibit B

2022 Stakes Schedule

**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 19, 2022	(5) LOS ALAMITOS WINTER DERBY THREE YEAR OLDS TRIALS TO BE RUN, SATURDAY, JANUARY 29, 2022	\$200,000 Projected \$100,000 Added 400 YARDS
SUNDAY FEBRUARY 20, 2022	(6) BRAD MCKINZIE WINTER CHAMPIONSHIP FOUR YEAR OLDS AND UPWARD TRIALS TO BE RUN, SUNDAY, JANUARY 30, 2022	\$160,000 Projected \$100,000 Added 400 YARDS
SATURDAY FEBRUARY 26, 2022	(7) DENIM N DIAMONDS HANDICAP MARES, FOUR YEAR OLDS AND UPWARD BRED IN CALIFORNIA	\$35,000 350 YARDS
SUNDAY FEBRUARY 27, 2022	(8) LOS ALAMITOS MAIDEN STAKES THREE YEAR OLDS TRIALS TO BE RUN, SUNDAY, FEBRUARY 06, 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 Projected \$35,000 Added 400 YARDS
SATURDAY APRIL 2, 2022	(11) JAMES S SMITH MEMORIAL HANDICAP THREE YEAR OLDS	\$20,000 350 YARDS

To Be Run		EVENT	Purse & Distance
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 7, 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
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 \$50,000 Added 300 YARDS
SUNDAY MAY 22, 2022	(18)	ADEQUAN CALIFORNIA REGIONAL DERBY CHALLENGE THREE YEAR OLDS TRIALS 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
SATURDAY JULY 2, 2022	(23)	VESSELS MATURITY FOUR YEAR OLDS AND UPWARD TRIALS TO BE RUN, SATURDAY, JUNE 11, 2022	\$150,000 Projected \$100,000 Added 400 YARDS

To Be Run	EVENT	Purse & Distance
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
SATURDAY JULY 30, 2022	(31) JENS L LIST JR MEMORIAL CALIFORNIA BREEDERS STAKES THREE YEAR OLDS BRED IN CALIFORNIA	\$25,000 400 YARDS
SATURDAY JULY 30, 2022	(32) CALIFORNIA BREEDERS 550 STAKES THREE 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

To Be Run	EVENT	Purse & Distance
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, 2021	\$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, 2021	\$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, 2021	\$50,000 Estimated \$10,000 Added + \$15,000 B of A Racing Challenge 350 YARDS
SUNDAY AUGUST 14, 2022	(42) GOLDEN STATE DERBY THREE YEAR OLDS TRIALS TO BE RUN, SUNDAY, JULY 24, 2021	\$250,000 Projected \$50,000 Added 400 YARDS
SATURDAY AUGUST 20, 2022	(43) PAT HYLAND MEMORIAL HANDICAP TWO YEAR OLDS	\$25,000 350 YARDS

To Be Run		EVENT	Purse & Distance
SUNDAY AUGUST 21, 2022		\$12, 500 CLAIMING FUTURITY TWO YEAR OLDS TRAILS 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 QUARTER 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 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

To Be Run		EVENT	Purse & Distance
SATURDAY OCTOBER 22, 2022		JOHN WARD OVERNIGHT HANDICAP THREE YEAR OLDS AND UPWARD	\$16,000 400 YARDS
SUNDAY OCTOBER 30, 2022	(54)	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
SATURDAY DECEMBER 10, 2022	(62)	CHAMPION OF CHAMPIONS THREE YEAR OLDS AND UPWARD TRIALS TO BE RUN, SATURDAY, NOVEMBER 12, 2022	\$600,000 440 YARDS
SUNDAY DECEMBER 11, 2022	(63)	LOS ALAMITOS 2 MILLION FUTURITY TWO YEAR OLDS TRIALS TO BE RUN, SUNDAY, NOVEMBER 20, 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

Exhibit C

2022 Purse Schedule

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

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

Exhibit D

Procedure for Collection of Hair Samples

Exhibit D

PROCEDURE FOR COLLECTION OF HAIR SAMPLES

VERSION – 2022

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" \approx 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.

- Samples are to be kept under direct control of the individual collecting the samples until they are turned over to the CHRB sample custodian.

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.

3rd Party Lasix Administration Agreement

This 3rd Party Lasix Administration Agreement (this "Agreement") is entered into as of 13 October, 2021 (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:

1. Term. This Agreement shall take effect on December 26, 2021 and shall continue through ~~December 22, 2022~~ (the "Term"). ~~If the Parties have not entered into a new agreement~~ which satisfies the requirements of CHRB Rule 1845 prior to the conclusion of the Term, the terms and conditions set forth in this Agreement shall continue to remain in effect and binding on the Parties after the Term until such time that the Parties enter into such a new agreement or until any Party terminates this agreement upon twenty-four (24) hours' notice.
2. Cost to Horsemen. The owner shall pay to 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

VPA

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 CHRFB.

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 party 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 C. Alfred*
Name: *Edward C. Alfred*
Title: *CEO / Chairman*

PCQHRA

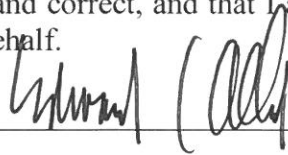
By: *Vincent P. Genco*
Name: *Vincent P. Genco*
Title: *PRESIDENT*

notice to applicant: Pursuant to CHRB Rules 1870 and 1871, the CHRB shall be given 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.

EDWARD C. ALLRED



Print Name

Signature

OWNER

9/23/2021

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.

STAFF ANALYSIS

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

Regular Board Meeting
November 17, 2021

ISSUE:

California Horse Racing Board (Board) [Rule 1581, Racing Secretary to Establish Conditions](#), allows the racing secretary to establish the conditions for any race run during the race meeting. In instances where the racing secretary wishes to set a condition based on a participating horse's use or non-use of a drug substance or medication, or the presence or lack of presence of a drug substance or medication, the association must first obtain approval from the horseman's organization and the Board. Beginning in March 2019, all racing associations in California have come to the Board seeking approval of agreements with the respective horseman's organizations involving the mandatory stand down for intra articular injections.

BACKGROUND:

[Business and Professions Code \(BPC\) section 19440](#) provides that the Board shall have all powers necessary and proper to enable it to carry out fully and effectually the purposes of the Horse Racing Law. Responsibilities of the Board shall include, but not be limited to, adopting rules and regulations for the protection of the public and the control of horse racing and pari-mutuel wagering. [BPC section 19590](#) states the Board shall adopt rules governing, permitting, and regulating wagering on horse races under the system known as the pari-mutuel method of wagering. [BPC section 19562](#) provides that the Board may prescribe rules, regulations and conditions, consistent with the provisions of this chapter, under which all horse races with wagering on their results shall be conducted in California.

ANALYSIS:

The ability to set conditions on a race is governed by Board Rule 1581. Rule 1581 states:

The racing secretary may establish the conditions for any race, the allowances or handicaps to be established or specific races, the procedures for the

acceptance of entries and declarations, and such other conditions as are necessary to provide and conduct the association's race meeting. Any conditions that are based on a participating horse's use or non-use of a drug substance or medication, or the presence or lack of presence of a drug substance or medication in a biological test sample taken from a participating horse, shall be agreed to in advance in writing by the acknowledged horsemen's organization, which, in the case of thoroughbred horses, shall be the owner's organization, and approved by the Board before entries are taken for the race. If such conditions are based on the results of a biological test sample other than an official test sample collected by the CHRB, a description of the testing methods and procedures the racing association or fair will use to collect and analyze the biological test samples shall be submitted to the Board for approval. For purposes of this section "biological test sample" refers to any biological sample, including but not limited to, blood, urine, hair, tissue, or saliva, that is taken from a horse.

Pursuant to Board Rule 1581, any condition involving medication must be agreed to by the horsemen's organization, which in the case of thoroughbred racing, is the Thoroughbred Owners of California (TOC). Additionally, any agreement must be approved by the Board before entries are taken. Here, the Los Alamitos Horse Racing Association (LARA) has entered into an agreement with the TOC to prohibit a horse from entering a stakes race conducted with any race-day medication, including furosemide, prohibits a horse from racing for 14 days if it has received a joint injection, and prohibits a horse from either performing a timed workout within 10 days of, or from racing for 30 days of receiving a corticosteroid injection in a metacarpophalangeal or metatarsophalangeal joint.

RECOMMENDATION:

This item is presented for Board discussion and action.

AGREEMENT

EFFECTIVE DATE: April 23, 2021

PARTIES:

Thoroughbred Owners of California ("TOC")
285 W. Huntington Drive
Arcadia, CA 91007

and

Los Alamitos Racing Association ("LARA")
4961 Katella Avenue
Los Alamitos, CA 90720

RECITALS:

- A. LARA is a racing association licensed to operate Thoroughbred horse racing at the Los Alamitos Racetrack located in Los Alamitos, California. TOC represents the collective interests of all California Thoroughbred owners.
- B. LARA and TOC desire to enter into an agreement in which new rules and regulations are approved in order for LARA to be consistent with International Federation of Horse Racing Authorities ("IFHA"), and this agreement is intended to satisfy the requirements set forth in Rule 1581 of the California Horse Racing Board Rules.
- C. The purpose of this agreement is to protect the safety and welfare of horses and riders and to enhance public confidence in the integrity of the sport of Thoroughbred racing.

AGREEMENT:

1. No horse, of any age, shall be permitted to race in a "Stakes Race" conducted by LARA from January 1, 2021 through December 31, 2021 with any race-day medication, which includes, without limitation, the use of furosemide (e.g. Lasix). A "Stakes Race" shall include all graded stakes races, listed stakes races, overnight stakes races, state-bred stakes races, and restricted stakes races.
2. Every horse within the enclosure and every horse at a LARA auxiliary training facility is subject to out-of-competition testing (OOCT) by LARA veterinary professionals and no owner, trainer or other person having the care of a horse shall refuse to submit such for testing.
3. All parties agree to strict limitations on the use of any analgesic and anti-inflammatory medications during racing and training.

4. Joint Injections. No horse, of any age, shall be permitted to race at Los Alamitos if it has received a corticosteroid intra-articular joint injection as follows:
 - a. Within fourteen (14) days of race day if such injection is for any joint other than any of the metacarpophalangeal or metatarsophalangeal joints.
 - b. Within thirty (30) days of race day if such injection is performed on any metacarpophalangeal or metatarsophalangeal joint. Additionally, no horse shall be permitted to have a timed work for ten (10) days after receiving a corticosteroid intra-articular joint injection.
5. No horse which has been administered a non-steroidal anti-inflammatory medication within the previous 48 hours shall participate in a race at Los Alamitos or a recorded work at Los Alamitos or any of its auxiliary training facilities. All parties agree OOCT may be conducted to verify compliance.
6. A commitment to continuing collaboration for improving the safety and welfare of horses and riders.
7. The parties will file this agreement with the California Horse Racing Board ("CHRB") and support approval.
8. This Agreement covers the Los Alamitos 2021 race meets (the "Meets") and shall expire on the last day that a Thoroughbred racehorse is permitted to be in the Los Alamitos enclosure or at a LARA auxiliary training facility as part of the Meets.

Los Alamitos Racing Association

Thoroughbred Owners of California

By: Jack Liebau
Jack Liebau
General Manager

By: Mary Forney
Mary Forney
Executive Director

Dated: 4/23/21

Dated: 4/23/2021

Revised per CHRB recommendation 9/9/21

STAFF ANALYSIS
November 17, 2021

APPLICATION FOR LICENSE TO CONDUCT A HORSE RACING MEETING
OF THE LOS ALAMITOS RACING ASSOCIATION AT LOS ALAMITOS RACE
COURSE DECEMBER 1, 2021 THROUGH DECEMBER 14, 2021

Los Alamitos Racing Association (LARA) filed its application to conduct a thoroughbred horse racing meeting at Los Alamitos Race Course December 1, 2021 through December 14, 2021, or 7 days; same as in 2019 (no racing conducted in 2020 during the same time period). Live racing will commence December 3, 2021 through December 12, 2021. LARA proposes to race a total of 60 races, or 8.57 races per day. In 2019, LARA ran 8.57 races per day with an average of 6.97 runners per race. The (actual) average daily purse for the 2019 LARA meet during the same time period was \$320,134. The (estimated) average daily purse for this meet is \$391,994.

December 2021						
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	

- Racing 3 days the first week, Friday through Sunday. Racing 4 days the second week, Thursday through Sunday. Eight live races on weekdays, and nine live races on weekends.
- Racing concurrently with Pacific Racing Association.
- First live post 1:00 p.m. weekdays; 12:30 p.m. weekends.
- Wagering program will use CHRB and ARCI rules.
 - Early wagering will start at 8:30 a.m. and end at 10:00 a.m. each race day.
 - \$2 Rolling Daily Double, 20% takeout. Placement of last Daily Double will depend on number of races.
 - \$1 Trifecta on eligible races.
 - \$0.10 Superfecta wagering on all qualifying races.
 - Incoming simulcasts will follow host track format.
 - \$2 Pick n Pool 6 on last six live races. 70% carryover, 30% minor. Alternate runner provision.
 - \$1 Pick n Pool 4 starting on second race and last 4 races. Alternate runner provision.
 - \$0.50 Pick n Pool 5 will be offered starting on the first race. 14% takeout. One tier payoff, 100% carryover.

- \$1 Pentafecta (Super High Five) in the last race of the day only selecting the first five finishers in a same race. 100% payout on all tickets selecting five winners. No consolation, 100% carryover if no ticket has five winners.
- [Business and Professions Code section 19464\(b\)](#) specifies no application for license to conduct a horse racing meeting shall be granted unless the applicant has deposited with the Board a surety bond in the amount of \$100,000, or a greater amount, as determined by the Board, which is sufficient to ensure payment of employees 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 that all payments are made. In the event of a dispute over the amount owed, the dispute shall be resolved through the grievance procedures set forth in the labor agreement of the union representing the class of employees affected.

This subdivision does not apply to any person or association licensed to operate a horse race meeting prior to January 1, 2001, which has conducted a race meeting in each of the immediate three previous consecutive calendar years.

LARA's initial race meeting was conducted after 2001. Therefore, it is subject to the provisions of the Business and Professions Code section 19464(b).

- Pursuant to Business and Profession Code 19464(b) LARA is required to submit a \$100,000 surety bond payable to the Treasurer of the State of California to ensure payment of employee wages and benefits. The LARA \$100,000 surety bond on file is current.
- The Advance Deposit Wagering (ADW) providers are XpressBet, TVG, TwinSpires and NYRABets.

Pursuant to [Business and Profession Code section 19604](#), specific provisions must be met before an ADW provider can accept wagers.

Summary of Business and Profession Code section 19604

*To accept wagers on races **conducted in California** from a resident of California.*

- The ADW provider must be licensed by the Board.
- A written agreement allowing those wagers exists with the racing association or fair conducting the races on which the wagers are made.
- 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.

*To accept wagers on races **conducted outside of California** from a resident of California.*

- The ADW provider must be licensed by the Board.
- 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 wager is placed, and (ii) the horsemen's

organization responsible for negotiating purse agreements for the breed on which wagering is conducted.

Documents received in compliance with Business and Professions Code section 19604:

- ADW agreements with TwinSpires, TVG Network, Xpressbet, and NYRA valid through end of proposed race meet.
- Thoroughbred Owners of California approval of the ADW agreements.
- Simulcasting conducted with out-of-state racing jurisdictions pursuant to [Business and Professions Code section 19602](#), and with authorized locations throughout California.
- Request Jennifer Paige be appointed horse identifier pursuant to [CHRB Rule 1525](#), Racing Officials Appointed by the Board.
- Track safety inspection has been requested and will be completed before the race meeting begins.
- Inspection of backstretch worker housing has been requested and will be completed before the race meeting begins.
- San Luis Rey Downs (SLRD) is listed as an auxiliary stabling site. As such, a fire clearance in compliance with Board Rule 1927 is required. At the July 2021 regular Board meeting, the fire clearance for SLRD was extended through January 31, 2022.
- Santa Anita is listed as an auxiliary stabling site. As such, a fire clearance in compliance with Board Rule 1927, Fire Prevention, is required. The fire clearance for Santa Anita was approved at the May 2021 regular Board meeting.

RECOMMENDATION:

Staff recommends approval of the application.

Los Alamitos Racing Association

August 20, 2021
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, California 95825

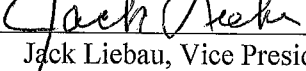
Attn: Scott Chaney
Executive Director

Re: Covid-19 Protocols

Commissioners:

During its Winter Race Meet from December 1, 2021 through December 14, 2021, the Los Alamitos Racing Association with respect to Covid-19 Protocols, hereby undertakes to comply with the pandemic practices promulgated by Cal/ OSHA.

Respectfully submitted
By Los Alamitos Racing Association, Manager

By 
Jack Liebau, Vice President

Los Alamitos Racing Association

August 20, 2021
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, California 95825

Attn: Scott Chaney
Executive Director

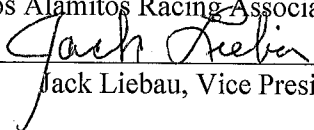
Re: CHRB Inclement Weather Policy

Commissioners:

During its Winter Race Meet from December 1, 2021 through December 14, 2021, 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

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 associations contact person: F. Jack Liebau, c/o Los Alamitos Racing Association, 4961 Katella Avenue, Los Alamitos, CA 90720 (714) 820-2800, Fax (714) 820-2743. jackliebau@yahoo.com

B. Breed of horse: TB QH H

C. Racetrack name: Los Alamitos Racing Association

C. 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.
Deposit on file with the CHRB

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. Bond on file with CHRB

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, which 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, which 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 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 1, 2021 through December 14, 2021

B. Actual dates racing will be held: 12/3, 12/4, 12/5, 12/9, 12/10, 12/11, 12/12

C. Total number of days or nights of racing: 7

D. Days or nights of the week races will be held:

Wed - Sun Tues - Sat Other (specify) Fri - Sun, plus Thursday. 12/9/21

E. Number of days or nights of racing per week: 3 days during the 1st week, 4 during the 2nd week

Application received: 8/20/21
Deposit received: On File
Reviewed: NLG

CHRB CERTIFICATION

Hearing date: 11/17/21
Approved date:
License number:

3. RACING PROGRAM

- A. Total number of races: 60
- B. Number of races for each day or night: 8 races on weekdays, 9 on weekends
- C. Total number of stakes races: 5
- 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. Attached
 - 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. Attached
 - 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). Attached
 - 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, what racing colors are to be used:

List all post times for the daily racing program:

Weekends:	Weekdays:
Race 1 – 12:30 pm	1:00 pm
Race 2 – 1:00 pm	1:30 pm
Race 3 – 1:30 pm	2:00 pm
Race 4 – 2:00 pm	2:30 pm
Race 5 – 2:30 pm	3:00 pm
Race 6 – 3:00 pm	3:30 pm
Race 7 – 3:30 pm	4:00 pm
Race 8 – 4:00 pm	4:30 pm
Race 9 – 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

LOS ALAMITOS RACE COURSE STAKES SCHEDULE

Closing Thursday, August 26, 2021

Saturday, December 11, 2021 \$200,000 Guaranteed

Los Alamitos Futurity - Grade II

For Two Year Olds
One Mile And One Sixteenth

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

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



King Glorious Stakes

For Two Year Olds
One Mile

Closing Saturday, December 4, 2021

Saturday, December 11, 2021 \$100,000 Guaranteed



Soviet Problem Stakes

For Fillies Two Year Olds
One Mile

LOS ALAMITOS STAKES RACES - WINTER 2018 THRU 2020

2018	2019	2020
\$300,000 Starlet	\$300,000 Starlet	\$300,000 Starlet
\$300,000 Los Al Futurity	\$200,000 Los Al Futurity	\$200,000 Los Al Futurity
\$100,000 King Glorious	\$100,000 King Glorious	\$100,000 King Glorious
\$100,000 Soviet Problem	\$100,000 Soviet Problem	\$100,000 Soviet Problem
	\$100,000 Bayakoa Stakes	\$100,000 Bayakoa Stakes

Ownership. On file with CHRB

C. CORPORATION

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%
Rick English 0%, CFO
Tom Siebly 0%, Director
Don Valpredo 0%, Director
Frank Sherren 0%, Director
Cathy Monji 0%, Director and Secretary
Jack Liebau 0%, Director
Richard Shapiro 0%, 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 what 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 publically traded or privately held company that guarantees the obligation of the applicant? If no, proceed to section F.
If yes, answer questions 10-17. Yes No
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 what 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 or foreign entities), titles, and the number of shares of the LLC held by each:

- other LLCs and or 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 what 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 publically traded or privately held company that guarantees the obligation of the applicant? If no, proceed to section F. If yes, answer questions 7-12. Yes No
 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: Most current statement on file with CHRB
 - 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 years race meeting and Profit and Loss statement for projected year race meeting.
 - Statement of Changes in Equity: to include the changes of the applicants’ 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 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 C. Allred, President, CEO
 F. Jack Liebau, Vice-President
 Rick English, CFO
 Orlando Guterrez, 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). F. Jack Liebau, 4961 Katella Ave., Los Alamitos, CA 90720. jackliebau@yahoo.com

5. TAKE OUT PERCENTAGE

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

Yes No

Wager(s) to be adjusted: Pick 5, Daily Double
 Proposed percentage: Pick 5 – 14%, Daily Double 20%

- A. 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. Attached

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 10 percent nor more than 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

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

Los Alamitos Racing Association

May 30, 2021

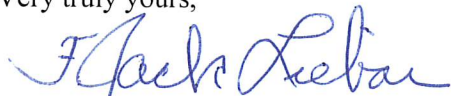
Mr. Scott Chaney
Executive Director
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, California 95825

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 (“TOC”), is hereby requesting takeout, as set forth below, to be offered during the Los Alamitos Winter Meet December 1, 2021 through December 14, 2021.

- 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%.

Very truly yours,



F. Jack Liebau

Manager

(650) 222-8150

jackliebau@yahoo.com



August 4, 2021

Ms. Carmen Luera
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

RE: 2021 Los Alamitos Winter Race Meet – Players Pick 5

Dear Ms. Luera,

Los Alamitos has contacted the Thoroughbred Owners of California (“TOC”) regarding the conducting of the “Players Pick 5” on the first five (5) races of the day subject to a 14% takeout at its upcoming Winter race meet from December 1 through December 14, 2021. The TOC agrees to such a wager based upon the same terms and conditions as it was offered at Los Alamitos’ previous meet.

Please feel free to contact me with any questions.

Sincerely,

Greg Avioli
President & CEO

cc: Jack Liebau, Los Alamitos

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

CHAIRMAN: GARY FENTON
PRESIDENT & CEO: GREG AVIOLI
EXECUTIVE DIRECTOR: MARY FORNEY
ADMINISTRATIVE ASSISTANT: ELSA PERON



August 4, 2021

Ms. Carmen Luera
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, CA 95825

RE: 2021 Los Alamitos Winter Race Meet – Rolling Doubles

Dear Ms. Luera,

Los Alamitos has contacted the Thoroughbred Owners of California (“TOC”) regarding the conducting of “Rolling Doubles” wagers, subject to a 20% takeout, on each racing day of its upcoming Winter race meet from December 1 through December 14, 2021. The TOC agrees to such a wager based upon the same terms and conditions as it was offered at Los Alamitos’ previous meet.

Please feel free to contact me with any questions.

Sincerely,

Greg Avioli
President & CEO

cc: Mike Marten, CHRB

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

CHAIRMAN: GARY FENTON
PRESIDENT & CEO: GREG AVIOLI
EXECUTIVE DIRECTOR: MARY FORNEY
ADMINISTRATIVE ASSISTANT: ELSA PERON

Year	Handle	Attendance
2020 Did not race		
2019 7 race days	43,864,760	44,123
2018 8 race days	50,082,474	45,444
2017 11 race days	73,786,346	74,380
2016 8 race days	55,189,054	50,836
2015 12 race days	70,976,636	77,845

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

A. Purse distribution: (prior meet numbers reflect the 2019 race meet)

1. All races other than stakes:

Current meet estimate: 1,899,697
 Prior meet actual: 1,419,284

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

Current meet estimate: 271,385
 Prior meet actual: 202,755

2. Overnight stakes:

Current meet estimate:
 Prior meet actual:

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

Current meet estimate:
 Prior meet actual:

3. Non-overnight stakes:

Current meet estimate: 630,000
 Prior meet actual: 606,200

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

Current meet estimate: 90,000
 Prior meet actual: 86,600

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

Current meet estimate: 2,529,697
 Prior meet actual: 2,025,484

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: 19.05%
 Prior meet actual: 19.05%

Average Daily Purse (7 B1 ÷ number of days):

Current meet estimate: 2.72%
 Prior meet actual: 2.72%

C. Funds to be generated for all California-bred incentive awards (including breeder awards and owners premiums):
 Current meet estimate: 172,545
 Prior meet actual: 172,813

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	16,026	15,966
CTT	24,039	23,949
NTRA	1,649	2,725
Total	41,714	Total 42,640

E. Amount from all sources to be distributed in the form of purses or other benefits to horsemen (7 A+7 C+7 D):
 Current meet estimate: 2,743,955
 Prior meet actual: 2,240,938

Average Daily Purse (7 E ÷ number of days):
 Current meet estimate: 391,994
 Prior meet actual: 320,134

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: 1,256,901
 Prior meet actual: 1,300,345

Average Daily Purse (7 F ÷ number of days):
 Current meet estimate: 179,557
 Prior meet actual: 185,764

G. Purse funds to be generated from interstate handle:
 Current meet estimate: 548,081
 Prior meet actual: 526,949

Average Daily Purse (7 G ÷ number of days):
 Current meet estimate: 78,297
 Prior meet actual: 75,278

H. Bank and account number for the Paymaster of Purses' purse account: Bank of the West 4400 MacArthur Blvd. Newport Beach, CA 92660 Acct. # 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 (909) 944-6465 email – craigbmiller@verizon.net

NOTICE TO APPLICANT: All funds generated and retained from on-track pari-mutuel handle which 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 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 which are obligated by law for distribution in the form of purses and breeders' awards, shall also be deposited within 3 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 which results in a balance remaining in the Paymaster of Purses' account at the conclusion of the meeting after distribution of amounts due to horsemen and 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
- 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--400
- 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.

The 2021 Southern California off-site Stabling Agreement is on file with CHRB

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. Estimated cost to provide off-site stalls for this meeting. Show cost per day per stall: \$14.45
- H. Estimated cost to provide vanning from off-site stalls for this meeting. Show fees to be paid for vanning per-horse: Santa Anita -- \$180 round trip San Luis Rey Downs - \$320 round trip

9. EQUINE EMERGENCY SERVICES

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

Vet	Phone	Name of Practice
<u>Los Alamitos:</u>		
Arthur, Rick	(626) 665-8130	UCD-SVM/CHRB
Baker, Vince	(714) 269-1301	Baker
Bergstrom, Thomas	(951) 522-0722	Equine Sports Medicine
Birch, Sarah	(614) 783-1237	Simpson/Dowd
Blea, Jeff	(626) 862-6149	Blea/Von Bluecher
Bradley, Sam	(310) 339-7666	Baker
Brocken, Todd	(626) 862-6198	Blea/Von Bluecher
Canfield, Cathy	(626) 372-4571	Baker
Equine Sports Medicine Pager	(714) 212-0200	Equine Sports Medicine
Grande, Tim	(626) 476-8743	LATC/CHRB
Hargrove, Nicola	(310) 617-6727	
Hunkin, Dawn	(626) 862-6150	Blea/Von Bluecher
Jorbiecki, Jocelyn	(949) 939-3547	Equine Sports Medicine
McCaughan, Mark	(562) 400-3298	
Merly, Rick	(714) 270-9425	Equine Sports Medicine
Schmidt, Stephanie	(561) 425-5401	Equine Sports Medicine
Sead, Dana	(970) 310-4449	Los Alamitos
Shoncatty, Ashley	(818) 414-2040	Equine Sports Medicine
Van Bluecher, Helmuth	(626) 862-6147	
Warren, Herb	(714) 397-4206	
Warton, Heather	(805) 218-8489	Blue
Wheeler, Anita	(951) 206-7496	Equine Sports Medicine

San Luis Rey Downs (off-track training)

Wheeler, Chuck	(970) 217-8132	Magrini
Wynn, Mike	(619) 871-4541	San Dieguito Equine Group
Magrini, Ron	(760) 880-1925	Magrini
Wheeler, Lindsay	(602) 290-0623	Magrini
Wheeler, Brett	(818) 679-1114	San Dieguito Equine Group

San Anita (off-track training)

Wheeler, Elizabeth	(626) 808-2508	Shields
Wheeler, John	(626) 893-7612	Self
Wheeler, Melinda	(626) 233-9922	Blue
Wheeler, Laura	(626) 710-7281	Shields
Wheeler, Sabina	(626) 536-8080	
Wheeler, Wade	(210) 245-7000	Baker
Wheeler, Ryan	(805) 320-4811	Baker
Wheeler, Joe	(818) 400-7498	Simpson/Dowd
Wheeler, Jenn	(626) 422-6412	Blea/Von Bluecher
Wheeler, Don	(626) 485-0374	
Wheeler, Ted	(818) 970-1536	
Wheeler, Mike	(951) 318-7335	
Wheeler, Karen	(951) 317-7935	

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

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 (RCI) 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; RCI #VE
Race #1	\$1E \$1 Tri \$2DD \$1PK3 \$0.50PNP5 0.10 SF	CHRB #1959, 1979, 1957, 1977, 1976.9, 1979.1,
Race #2	\$2DD \$1E \$1Tri \$1PK3 \$1PNP4 0.10 SF	CHRB #1957, 1959, 1979, 1977, 1976.9, 1979.1
Race #3	\$2DD\$1E \$1 Tri \$1PK3 \$2PNP6 0.10 SF	CHRB #1957, 1959, 1979, 1977, 1976.9, 1979.1
Race #4	\$2DD \$1E \$1 Tri \$1PK3 \$2PNP6 0.10 SF	CHRB #1957, 1959, 1979, 1977, 1976.9, 1979.1
Race #5	\$2DD \$1E \$1 Tri \$1PK3 \$1PNP4 0.10 SF	CHRB #1957, 1959, 1979, 1977, 1976.9, 1979.1
Race #6	\$2DD \$1E \$1 Tri \$1PK3 0.10 SF	CHRB #1957, 1959, 1979, 1977, 1979.1
Race #7	\$2DD \$1E \$1 Tri \$1PK3 \$2DD 0.10 SF	CHRB #1957, 1959, 1979, 1977, 1957, 1979.1
Race #8	\$2DD \$1E \$1 Tri \$1PK3 \$2DD 0.10 SF	CHRB #1957, 1959, 1979, 1977, 1957, 1979.1
Race #9	\$2DD \$1E \$1 Tri \$1PK3\$2DD 0.10 SF \$1 Super Hi5	CHRB #1957, 1959, 1979, 1977, 1957, 1979.1, ARCI #004-105Subsection X Pick (n) Position (x) Pools)

- *\$2 Rolling Daily Double. 20% takeout. Placement of last DD will depend on # of races.
- *\$1 Trifecta on all eligible races. (CHRB 1979)
- * \$0.10 Superfecta wagering on all qualifying races (CHRB 1979.1)
- * Incoming simulcasts will follow host track format.
- * \$2 PNP6 last six live races 70% carryover, 30% minor, alternate runner provision (CHRB 1976.9)
- *\$1 PNP4 starting second race and last four races, alternate runner provision (CHRB 1976.9)
- *\$0.50 PNP5 starting first race. 14% takeout. One tier payoff: 100% carryover
- *\$1 Super High 5 in the last race of the day only selecting the first five finishers in a same race. 100% payout on all tickets selecting five winners. No consolation: 100% carryover if no ticket has five winners.

- 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: Unlimited, final distribution 12/12/2021
- 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 8:30 am to 10:00 am

- 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, 11200 Pepper Rd, Hunt Valley MD 800 345-1566, expires August, 2025
- G. List below the takeout percentage for each type of wager identified in 10.A.:

TAKEOUT PERCENTAGE
 (Example) PNP5-14%

- Win/Place/Show –15.43%
- DD – 20.00%
- E – 22.68%
- PNP5 – 14%
- Tri/SF/PK3/PK4/PNP6/SuperHi5 – 23.68%

11. ADVANCE DEPOSIT WAGERING (ADW)

- A. Identify the ADW provider(s) to be used by the association for this race meeting:
 XpressBet
 TVG
 Twin Spires
 NYRABets
- B. Attach a copy of the agreement/contracts with each ADW provider to be used for this race meeting.
- C. Have the contract/agreements been approved by the respective horsemen’s groups?

Yes No

If yes, attach a copy of the approval. Attached
 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. (SCOTWINC)
- B. Attach the agreement between the association and simulcast organization permitting the organization to use the association's live audiovisual signal for wagering purposes and providing access to its totalizator for the purpose of combining on-track and off-track pari-mutuel pools.
 SCOTWINC agreement is on file with CHRB
- 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

LA Purses Winter 2021

TYPE	PURSE	X	TYPE 1	PURSE 1
		X		
MDN CLM 20,000	\$21,000.00		SA 20,000 NW2 LIFETIME	\$29,000.00
MDN CLM 30,000	\$24,000.00		CLM 32000 NWY	\$34,000.00
MDN CLM 40,000	\$29,000.00		CLM 25,000 NW2 LIFETIME	\$26,000.00
MDN CLM 50,000	\$33,000.00		CLM 25,000	\$30,000.00
MDN CLM 75,000	\$37,000.00		SA 25,000	\$30,000.00
MDN ALW	\$46,000.00		CLM 32,000	\$36,000.00
			SA 40,000 NW2 LIFETIME	\$31,000.00
CLM 6,250 NW2 CLAUSE OR YEAR	\$13,000.00		CLM 40,000	\$37,000.00
CLM 6,250	\$14,000.00		CLM 50,000	\$40,000.00
CLM 8,000 NW2 CLAUSE OR YEAR	\$16,000.00		SA 50000 NW2 LIFETIME	\$34,000.00
SA 8000	\$17,000.00		CLM 62,500 *	\$43,000.00
CLM 8,000	\$17,000.00			
CLM 10,000 NW2 CLAUSE OR YEAR	\$17,000.00			
CLM 10,000	\$18,000.00		ALW 1X OPT/CLM 40-80	\$49,000.00
CLM 12,500 NW2 CLAUSE OR YEAR	\$19,000.00		ALW 2X OPT/CLM 62,500	\$51,000.00
CLM 12,500	\$22,000.00		ALW 3X OPT/CLM 80,000	\$56,000.00
SA 12,500	\$22,000.00		OVERNIGHT STAKE	\$75,000.00
CLM 16,000 NW2 LIFETIME	\$21,000.00		STAKE	\$100,000.00
CLM 16,000	\$23,000.00			
SA 16,000	\$23,000.00			
CL20,000	\$25,000.00			



August 5, 2021

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

RE: Los Alamitos Race Course (LARC) 2021 Winter 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, TwinSpines, NYRA, BetAmerica, Watch and Wager, and Game Play Network to accept wagers on LARC and other Thoroughbred races during the 2021 Winter race meeting, December 1 through 14, 2021, as follows:

1. California wagering on LARC races:

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

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

- a. TVG, XpressBet, TwinSpines, and NYRA may deduct a Hub Fee of 5.0% of gross handle for ADW wagers accepted by California residents at all locations other than within the

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

CHAIRMAN: GARY FENTON
PRESIDENT & CEO: GREG AVIOLI
EXECUTIVE DIRECTOR: MARY FORNEY
ADMINISTRATIVE ASSISTANT: ELSA PERON

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

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

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

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

Very truly yours,



Mary W. Forney, Executive Director

cc: Cathy Monji

Attachment 12.C.

Satellites

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

Attachment 12.D.

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

Attachment 12.D.

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

Attachment 12.D.

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

Attachment 12.E.

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

Attachment 12.E.

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

Attachment 12.E.

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

Mini-Satellites

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

*Glen Arden Club
357 Arden Ave.
Glendale, Calif
Phone (619) 241-3689
Kiko Zennedjian*

M2. OC Tavern
2369 South El Camino Real
San Clemente, CA 92672
Phone (949) 542-8877
Contact: Micheal Merrigan

M3. Santa Maria
Original Roadhouse Grill
1423 S. Bradley Rd.
Santa Maria, CA 93454
Phone: (805) 614-0586
Contact John Tintle

M4. Santa Clarita Lanes
21615 W. Soledad Canyon Rd.
Saugus, CA 93454
Phone: (661) 254-0540
Contact: Tom Cristi

M5. Sammy's Original
23221 Lake Center Drive
Lake Forest, CA 92630
Phone: (949) 716-2367
Contact: Pete Genovese

M6. Tiled Kilt
1345 E. Thousand Oaks Blvd.
Thousand Oaks CA. 91362
Phone: (805) 777-7418
Contact: Robert Haupt

M7. Ocean's 11 Casino
121 Brooks Street
Oceanside, CA 92054
Phone: (888) 439-6988
Contact: Steve Gallagher

Attachment 12.F.

M8. Firehouse Restaurant
7701 White Avenue
Bakersfield, CA 93313
PH: 661-831-4688
Contact: Russ Johnson

M9. Lake Elsinore Casino
20930 Malaga Road
Lake Elsinore, CA 92530
PH: 951-674-5160
Contact: Pat Wilmes

M10. 58 Flat
4110 Bonita Road
Bonita, CA 91902
PH: 619-884-1291
Contact: Denny Kanakaris

M11. The Derby Room
3230 Hamner Avenue
Norco, CA 92860
PH: 951-692-3572
Contact: Jim Baerwald

**Other tracks conducting racing during the
Los Alamitos Winter Thoroughbred Meet
(December 1, 2021 through December 14, 2021)**

Aqueduct

Camarero

Charles Town

Delta Downs

Fairgrounds

Golden Gate

Gulfstream

Hawthorne

Laurel

Mahoning Valley

Oaklawn

Parx

Penn National

Remington Park

Tampa Bay

Turf Paradise

Turfway Park

Woodbine

Zia Park (Mixed Meet)

- E. Out-of-state wagering systems that will combine their pari-mutuel pools with those of the association: Attached
- F. California mini-simulcast 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 whether or not a full card will be accepted. If the full card will not be imported, state "selected feature and/or stakes races": Attached

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 which 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 50 imported thoroughbred races per day statewide does not apply to those races specified in Business and Professions Code section 19596.2(a)(1), (2), (3) and (4).

THOROUGHBRED SIMULCAST RACES TO BE IMPORTED

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

- H. For **QUARTER HORSE** racing associations, list the host track from which the association proposes to import out-of-state and/or out-of-country quarter horse races. Include the dates imported races will be held, and whether or not 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 **STANDARD BRED** racing associations, list the host tracks from which the association proposes to import out-of-state and/or out-of-country harness races. Include the dates imported races will be held, and whether or not 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 which 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
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- 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 provision 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 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 and out-of-state wagering, and which 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 3 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 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 Alamitos Racing Assn.
4961 Katella Ave
Los Alamitos, CA 90720
- B. Names and addresses of the trustees or directors of the distributing agent:
Board of Directors
Los Alamitos Racing Assn.
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 B&P 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 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 Steed, DVM
Clerk of Scales Charles McCaul
Clerk of the Course – Dawn Schmid
Film Specialist – Board of Stewards
Horse Identifier – Jennifer Paige
Horseshoe Inspector – Victor Tovar
Paddock Judge – Karen Denovel
Patrol Judges – Heather Correra, Karen Denovel
Placing Judges – Don August, Randy Valdez
Starter – Gary Brinson
Timer – Russ Hudak

- B. Management officials in the racing department:
 Director of Racing – Robert Moreno
 Racing Secretary – Robert Moreno
 Assistant Racing Secretary – Kevin Colosi
 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 Reporters
 P O Box 26634
 Santa Ana, CA 92799
 (949) 637-6071
 Mderieg@weinsteincourtreporters.com
- D. Photographic device to be used for photographing the finish of all races, name of the person supplying the service, and expiration date of the service contract:
 Plusmic Corp, USA Bill O'Brien
 Service contract expires 12/31/2021
- E. Photo patrol video equipment to be used to record all races, name of the person supplying the service, and expiration date of the service contract. Specify the number and location of cameras for dirt and turf tracks.
 Pegasus Communications, Jim Porep, President
 16633 Ventura Blvd Suite 1010 Encino, CA 91436
 Service contract expires 5/31/2022
- 1 camera end of homestretch
 1 camera end of backstretch
 1 camera coming out of final turn
 4 pan cameras covering entire track
- 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 devices are owned and operated by Los Alamitos Race Course

15. SECURITY CONTROLS

- A. Name and title of the person responsible for security controls on the premises. Include an organizational chart of the security department and a list of the names of security personnel and contact telephone numbers. Cathy Monji, Chief of Security (714) 820-2660/frontside (714) 820-2832/backside. The Organizational Plan is attached.
- B. Estimated number of security guards, gatemen, patrolmen or others to be engaged in security tasks on a regular full-time basis:
- 1 Chief of Security, 1 Stable Security Manager, 5 Gatemen, 3 Investigators, 20 Security Guards
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. Attached

Los Alamitos Racing Association
STAKES SECURITY PROGRAM

For stakes races with purses of \$100,000 or more Los Alamitos Racing Association (the "Association") 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 Association 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 Association will assign two additional security guards to the barn area with the specific instructions to monitor the barns of trainers with horses entered in that stakes.

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	KENNETH GRANT	GRAVEYARD
STABLE GATE	APRIL DUDONE RONNIE WHITE CHERI WILLETT ARTURO SANDOVAL SHARRIL JANISKY MARCO AVINA BENJAMIN GARCIA	SWING GATE DAY WEST GATE SPLIT SHIFT NIGHT WEST GATE GRAVEYARD GATE DAY GATE MAIN GATE

- 2. Detention Stalls:
 - A. Attach a plan for use of graded stakes or overnight races. Attached
 - B. Number of security guards in the detention stall area during a 24-hour period.
No detention stall area
 - 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.
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.
Los Alamitos does not have video surveillance in these locations
- D. For night racing associations. Describe emergency lighting system: n/a

16. EMERGENCY SERVICES

- A. Name, address and emergency telephone number of the ambulance service to be used during workouts and during racing:
Huntington Ambulance Service
P O Box 145
Sunset Beach, CA 90742
Track (714) 820-2845
 - 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.
Attached
- B. Name, address and emergency telephone number of the ambulance service to be used during workouts at auxiliary sites:
San Luis Rey Training Center:
Mercy Medical Transportation Inc.
2538 Old San Pasqual Road
Escondido, CA 92027
Richard Roesch - (760) 525-2688



Friday March 29, 2021

To: Paige Richard

This letter shall serve as a statement of affirmation that all Emergency Medical Technicians and Paramedics employed by Symons 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,

Ryan Merchant
Director of Operations
(951) 880-6263
rmerchant@symonsambulance.com

MERCY

*Medical
Transportation
Inc.*

Valley Center Office
27350 Valley Center Road
Valley Center, CA 92082
(760) 751-9797 – Office
(760) 751-8880 – Fax

March 29, 2021

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.

Sincerely Yours,



Richard F Roesch
President
Mercy Medical Transportation, Inc.
Phone: 760-525-2688
Email: rick@mercymedtrans.com

CHRB
1010 Hurley Way #300
Sacramento, CA 95825

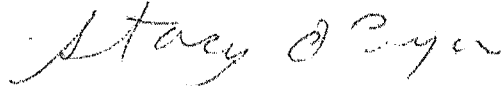
March 24, 2021

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,

A handwritten signature in cursive script that reads "Stacey O'Bryan".

Stacey O'Bryan - President
Huntington Ambulance, LLC

Santa Anita:
 Symons Ambulance
 18592 Cajon Blvd.
 San Bernardino, CA 92407
 Juan Espinoza (626) 222-4236

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. Attached
- C. Describe the on-track first aid facility, including equipment and medical staffing: Contracted track physician; Oxygen equipment; blood pressure monitoring; backboard; cervical collar; 3 patient beds
- D. Name and emergency telephone number of the licensed physician on duty during the race meeting:
If quarter horse racing association sees D.1.: Dr. Michael Morris (714) 820-2710
1. Name address and emergency telephone number of hospital located within 1.5 miles of the racetrack, which whom an agreement is in place to provide emergency medical services, pursuant to Business and Professions Code section 19481.3(a):
- 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 Ave.
 Los Alamitos, CA 90720
 (562) 598-1311
- Long Beach Memorial Hospital (Certified Trauma Center)
 2801 Atlanta Ave
 Long Beach, CA 90806
 (562) 933-2000
- UC Irvine Medical Center (certified trauma 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: Attached
- G. Name of health and safety manager and assistant manager responsible for compliance of health and safety provisions pursuant to Business and Professions Code section 19481.3(d):
 Frank Sherren, manager, Juan Ramos, assistant manager
- H. Attach a fire clearance from the fire authority having jurisdiction over the premises. Attached
- 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 through Finish Line Self Insurance Group
 Group Certificate # 4524-001

Los Alamitos Race Course

Medical Emergency

Response Procedures

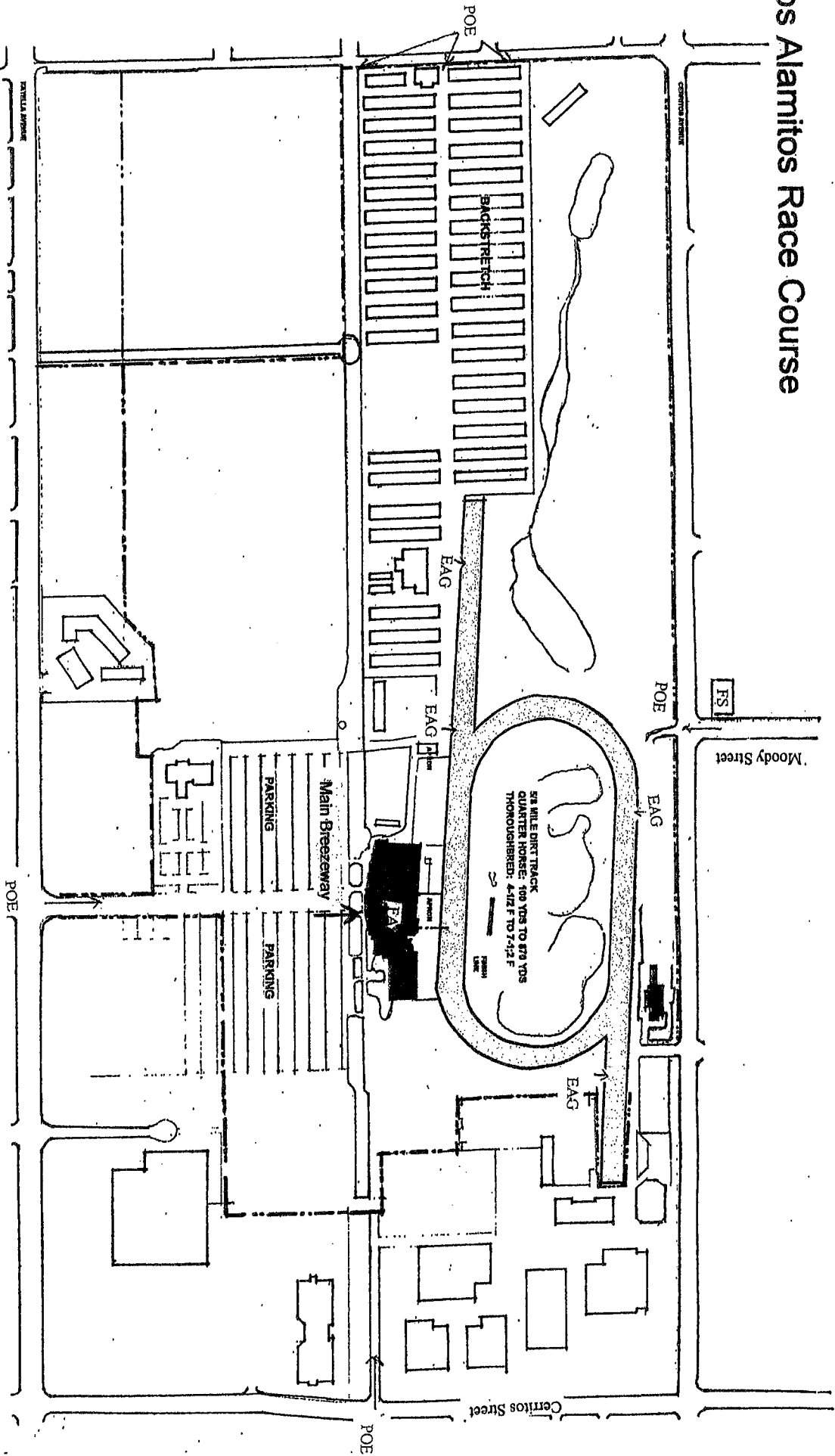
Los Alamitos Race Course

4961 Katella Ave.

Los Alamitos, CA 90720

714-820-2800

Los Alamitos Race Course



Legend:
 Emergency Access Gate
 Fire Station
 First Aid Location
 Race Track
 of Entry

EAG
 FS
 FA
 POE

Emergency Phone Numbers
 Security Dispatch Desk
 Security Captain Desk
 LARC Main Number
 Emergency Response

(714) 820-2660
 (714) 820-2663 cell
 (714) 820-2800
 911
 (714) 713-7728

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 of 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 than 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 Oranewood 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 múltiples

- 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 enviados 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

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 Assured)

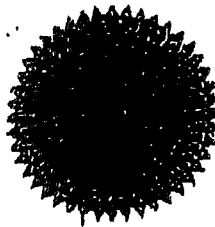
FINISH LINE SELF INSURANCE GROUP, INC.
(Name Certificateholder)

is 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.*

CITY: _____
IN DAY OF JULY 1951

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA



T. Johnson
T. JOHNSON, MANAGER

John M. Kra
JOHN M. KRA, DIRECTOR

Section of Certificate. - "A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause shown. Good cause includes, but is not limited to, the impairment of the solvency of such employer, the inability of the employer to fulfill his obligations, or the payment by such employer of any sum in excess of the value of obligations under this division of any of the following: (a) judgments and court orders including judgments for compensation to groups, less than the full amount necessary for them to recover, to persons injured by the employer to secure the compensation; (b) judgments for compensation obligations in a divorce proceeding; or (c) judgments for compensation obligations in a divorce proceeding. The certificate may be revoked upon the filing of a petition for the appointment of a receiver for the employer or upon the filing of a petition for the appointment of a receiver for the employer." (Section 3705 of Labor Code)



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 Orangetwood Ave, Suite 6
Garden Grove (714) 903-1100**



June 22, 2021
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 1, 2021 through December 14, the Los Alamitos Racing Association with respect to Los Alamitos Race Course, hereby requests exemption from the 45-day provision of Board Rule 1927. A Fire Clearance for the Los Alamitos Facility was filed with the CHRB during the current calendar year and it is the policy of the Fire Department to issue such a clearance on a yearly basis.

Respectfully Submitted
Los Alamitos Racing Association

By Jack Liebau
Jack Liebau, Vice President



June 22, 2021
California Horse Racing Board
1010 Hurley Way, Suite 300
Sacramento, California 95825

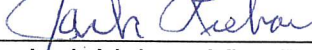
Attn: Scott Chaney
Executive Director

Re: Exemption from 45-day Provision of Rule 1927 – Santa Anita

Commissioners:

During its Race Meet from December 1, 2021 through December 14, the Los Alamitos Racing Association with respect to the Santa Anita Facility, hereby requests exemption from the 45-day provision of Board Rule 1927. A Fire Clearance for the Santa Anita Facility was filed with the CHRB during the current calendar year and it is the policy of the Fire Department to issue such a clearance on a yearly basis.

Respectfully Submitted
Los Alamitos Racing Association

By 
Jack Liebau, Vice President



City of Arcadia

Fire Department

Michael Lang
Fire Chief

August 31, 2021

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 September 5, 2021 through July 1, 2022, the Winter/Spring meets including Simulcast.

It is requested that this letter be accepted as the report of that inspection. During the inspection no serious fire or life safety code violations were noted, and all permitted uses may continue.

In accordance with regulations as adopted by the California Horse Racing Board, this letter may be accepted as a fire clearance from this office for the aforementioned racing dates at Los Angeles Turf Club, Arcadia, California.

Sincerely,

Mark Krikorian
Fire Marshal

cc: Nate Newby, Senior Vice President & General Manager, L.A.T.C.
Jason Spetnagel, Vice President of Operations, L.A.T.C.
Ed Martinez, Director of Facilities & Grounds, L.A.T.C.
Joshua Funk, Fire Marshal, L.A.T.C.



ORANGE COUNTY FIRE AUTHORITY

P.O. Box 57115, Irvine, CA 92619-7115 • 1 Fire Authority Road, Irvine, CA 92602
Lori Smith, Assistant Chief/Fire Marshal (714) 573-6000 www.ocfa.org

FIRE AND LIFE SAFETY INSPECTION CLEARANCE LETTER

April 27, 2021

Frank Sherren
Los Alamitos Race Course
4691 Katella Avenue
Cypress, CA 90630

Subject: Fire and Life Safety Inspection

An inspection was conducted by the Orange County Fire Authority (OCFA) for the Los Alamitos Race Course at 4691 Katella Avenue, Los Alamitos, CA 90630. This inspection was performed on April 27, 2021, by the OCFA Fire Inspector, Kenneth Wiggins and Assistant Fire Marshal, Antonio Solares. We have accepted a plan of action to correct existing violations at this time. The inspection report will be turned in for data entry to OCFA records. This letter will serve as your Fire Clearance from the OCFA.

Please contact me directly if you have any questions or concerns.

Respectfully,

A handwritten signature in black ink, appearing to be "KW", written over a white background.

Kenneth Wiggins
Fire Inspector
Prevention Field Services Section
(714) 229-8801
kennethwiggins@ocfa.org

North County Fire Protection District

330 S. Main Ave.
Fallbrook, CA 92028
(760) 723-2010



Friday, 31 July, 2020

Attn: Kevin Habell

5772 CAMINO DEL REY

BONSALL, CA 92003

Re: Initial - Fire & Life Safety on July 31 2020

Property Address:

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

NOTICE OF INSPECTION - COMPLETED

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

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

Inspector:

A handwritten signature in black ink, appearing to read 'David Moore, Jr.', written over a horizontal line.

FFP David Moore, Jr.

bmoore@ncfire.org

Property Representative:

A handwritten signature in black ink, appearing to read 'Kevin Habell', written over a horizontal line.

Kevin Habell



FINILIN-03

PRZEMIELEWSKIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/2/2020

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).

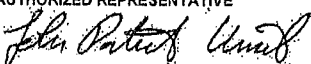
PRODUCER License # 0E67768 IOA Insurance Services 3875 Hopyard Road Suite 200 Pleasanton, CA 94588	CONTACT NAME: Sara Przemielewski
	PHONE (A/C, No, Ext): (925) 660-3531
	FAX (A/C, No):
	E-MAIL ADDRESS: Sara.Przemielewski@ioausa.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Safety National Casualty Corp
	NAIC # 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 <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SP4063735	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

ACORD 25 (2016/03)

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Promotional/Marketing budget for prior race meeting: Attached

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
2. Fans-Ed Burgart Sports Bar, a facility having table seating for 200, plus seating at the bar, 60 HD TVs, pool tables, juke box and wagering ability via mutuel clerks and self service terminals.
3. Facilities in the restricted areas

19. SCHEDULE OF CHARGES

A. Proposed charges, note any changes from the previous year:

- Admission (general) - \$3
- Admission (clubhouse) - \$5
- Vessels Club (Turf Club) - \$10
- Reserved seating (general) - free
- Reserved seating (clubhouse) - free
- Parking (general) - free
- Parking (preferred) - \$6 / \$10 premium
- Parking (valet) - not offered
- Programs (on-track) - \$3
- (off-track) - \$3

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:
n/a

20. JOCKEYS/DRIVERS' QUARTERS

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

- | | | | |
|-------------------------------------|--------------------------------|-------------------------------------|-------------------------------------|
| <input checked="" type="checkbox"/> | Corners (lockers and cubicles) | How many | <input type="text" value="60"/> |
| <input checked="" type="checkbox"/> | Showers | <input checked="" type="checkbox"/> | Steam room, sauna or steam cabinets |
| <input checked="" type="checkbox"/> | Masseur | <input checked="" type="checkbox"/> | Food/beverage service |
| | | <input checked="" type="checkbox"/> | Lounge area |
| | | <input checked="" type="checkbox"/> | Certified platform scale |

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

21. BACKSTRETCH EMPLOYEE HOUSING

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

B. Number of rooms used for housing on the backstretch of the racetrack: 195

- C. Number of restrooms available on the backstretch of the racetrack: 11 men, 8 women's
- D. Estimated ratio of restroom facilities to the number of backstretch personnel: 1 to 20

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 straight-aways 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 (i.e., 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 slant rail with an aluminum face and a 3 foot galvanized safety panel. Outside rail is a gooseneck design with a 4 x 6 steel tubing as the rail. A Height of 40 inches in 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. On file
- 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 which 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 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.

**2021
WINTER
RACE MEET AGREEMENT**



TOC
Thoroughbred Owners of California
Forging the Future

BETWEEN

**LOS ALAMITOS RACING
ASSOCIATION**

AND

**THOROUGHBRED OWNERS
OF CALIFORNIA**

DECEMBER 1-14, 2021

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2021 WINTER MEET AGREEMENT

LOS ALAMITOS RACING ASSOCIATION December 1 – December 14, 2021

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 2021 Winter Meet, except as otherwise provided herein.

RECITALS

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

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

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

AGREEMENT

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

I. RACE MEET

Except as otherwise provided herein, the provisions of this Agreement shall be applicable only to the Thoroughbred race meeting conducted by TRACK under license from the California Horse Racing Board for the period commencing December 1, 2021 through December 14, 2021, which meet is hereinafter referred to as the "2021 Winter 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. In this regard, the TRACK and TOC shall make those funds available for purses and bonuses. Nothing contained herein is intended to change, modify or amend the settlement agreement dated January 5, 1991 with respect to interest on the Paymaster Account.

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

III. DISTRIBUTION ESTIMATED

Because the total amount available for distribution as stakes and overnight purses will not be known until the conclusion of the 2021 Winter 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 2021 Winter Meet, TRACK shall have paid and distributed more in stakes and overnight purses than the exact amounts provided for by this Agreement and law, then track may deduct from purses the agreed amount of excess/overpayment during the analogous Race Meeting conducted by TRACK at the next succeeding meet.

In the event that there is a deficiency/underpayment equal to or less than Four Hundred Thousand Dollars (\$400,000.00), TOC, in its sole discretion, may elect to allow TRACK to use that deficiency/underpayment as purses during the next race meeting conducted by TRACK. Unless otherwise agreed to in writing by TOC and TRACK, in the event the deficiency/underpayment exceeds Four Hundred Thousand Dollars (\$400,000.00), the entire deficiency shall be distributed by TRACK pro-rata to each owner who earned purses (exclusive of stakes races) during the 2021 Winter Meet in the percentage that the purse earnings of each horseman (exclusive of stakes races) paid during the 2021 Winter Meet bears to total purse earnings (exclusive of stakes races). Any deficiency required to be distributed shall be distributed not more than the sixtieth (60th) day after the 2021 Winter Meet closes. The deficiency, if any, carried forward shall accrue reasonable interest commencing at the conclusion of the 2021 Winter Meet, to the commencement of the next race meeting conducted by TRACK as determined by TOC.

Should TRACK determine that it will not apply for race dates or run a meet subsequent to the 2021 Winter Meet, it agrees to notify TOC within seven (7) days of such determination and that any purse monies not distributed hereunder shall be distributed in accord with this section within thirty (30) days of such determination.

Representatives of TRACK and TOC shall consult with each other during the 2021 Winter Meet for the purpose of making estimates and acting thereon so that purse monies distributed will closely approximate the amount available under Article II of this Agreement. TRACK shall provide to TOC prior to the 2021 Winter Meet and not less than a weekly basis during the 2021 Winter Meet, for TOC's information, TRACK's projections (and supporting documents) of estimated purses for the 2021 Winter Meet.

IV. DAILY MUTUEL HANDLE

Track and TOC agree that based on information available as of September 1 2021 the current underpayment for combined purse accounts of the two Thoroughbred meets and the Fair meet, is estimated to be \$1,200,000 (includes allocation by TOC of purse enrichment). It is anticipated that \$400,000 of the estimated underpayment will be used for the 2021 Fair Meet and \$700,000 for the Los Alamitos Winter Meet. Depending on the results of the Fair Meet, adjustments, subject to the approval of TOC, may need to be made in the purse levels of the Winter Meet.

Notwithstanding anything to the contrary provided in Sections VIII and IX, 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 or in the event the projections for total purses to be paid during the Term are meaningfully less or greater than projected, 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.

TRACK shall include a notice/condition on all stakes schedules, promotions, and nomination and/or entry forms that advises participants that announced stakes race purses may be reduced pursuant to the terms and conditions of this Race Meet Agreement should economic conditions so justify and that all fees associated with such stakes races shall be adjusted accordingly. The parties further agree however that no purse for a Graded stakes will be reduced to a value below the minimum required for that Grade of the stakes race.

Notwithstanding anything to the contrary provided in Article VIII, if it appears to TRACK and TOC at any time during a race meeting that the average daily purse generated will be substantially in excess of that which was initially anticipated, the excess shall be utilized to increase overnight purses. Any such increases in overnight purses shall occur both retroactively and prospectively.

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

V.
GROSS RACING DISTRIBUTION

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

The Gross Racing Distribution shall include unclaimed refunds ("outs"), if any, from TRACK's 2019 Winter 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* §§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.

VI.
TOC AND CTT DISTRIBUTIONS

TRACK shall pay to TOC and California Thoroughbred Trainers, Inc. ("CTT") for the 2021 Winter Meet the sums required by Section 19613(b) of the California Business & Professions Code. Specifically, TRACK shall pay one percent (1%) of the amount available to Thoroughbred horses for purses to TOC and one and one-half percent (1-1/2%) to CTT and the Horsemen's Pension Fund as required by law.

The sums payable under this paragraph shall be paid on Wednesday of each week during the 2021 Winter Meet commencing June 30, 2021; the final payment shall be made on or before 10 calendar days following the close of the 2021 Winter Meet. All such payments shall be based upon actual receipts by TRACK of amounts payable as purses. In the event any payment is not made within 10 days from its due date, interest shall accrue from the initial due date at the rate of ten percent (10%) per annum until such payment is made.

VII.
NET RACING DISTRIBUTION

Whenever the term "Net Racing Distribution" is used herein, it shall mean and refer to 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. Cal-bred Maiden Bonus Program – 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 for the 2021 Winter Meet a sum equal to the Gross Racing Distribution generated for the 2021 Winter Meet, less two and one-half percent (2-1/2%) as set forth in Section 19613(b) of the California *Business and Professions Code* and less the amount billed by TOC for NTRA dues up to one and three-quarter percent (1-3/4%) authorized to TOC in accordance with Section 19613.05(a) of the California *Business and Professions Code*.

By way of example only, and solely for clarification, if at said 2021 Winter Meet, TRACK's Gross Racing Distribution was \$1,000,000, TOC would receive one percent (1%), \$10,000.00; one and one-half percent (1-1/2%) would be distributed to the California Thoroughbred Trainers and to the Horsemen's pension fund as required by law and one and three-quarter percent (1-3/4%) to TOC for NTRA. The Net Racing Distribution would be \$957,500.

Except as otherwise agreed upon herein, TRACK shall pay to overnight purses during the 2021 Winter Meet, as additional monies, any unpaid surplus projected to be due from the appropriate satellite wagering corporations' two and one-half percent (2-1/2%) fund (hereinafter the "Satellite Fund") as projected to be generated during the 2021 Winter Meet after taking into effect corresponding payments to jockeys or other persons as may be authorized and directed by the California Horse Racing Board. Said additional monies shall be considered part of the Gross Racing Distribution. TRACK shall pay from such surplus two and one-half percent (2-1/2%) thereof to TOC and CTT in the same percentages as provided in Section 19613(b) of the California *Business & 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*

In the event of a shortfall in the Satellite Fund, the parties have agreed that for the 2021 Winter Meet, such shortfall shall be handled in strict accord with the terms set forth in the 2021 Expense Fund Agreement executed December 19, 2019 and any subsequent amendments to the Agreement. The parties further agree that the handling of any such shortfall pursuant to the terms of the Agreement is intended as an interim resolution to a longstanding disagreement regarding the application of California Business & Professions Code, Sections 19605.7 and 19605.71 as they relate to the use of purse monies for payment of operating expenses incurred in excess of statutory caps.

VIII. RACING PROGRAMS

A. Stakes Program

From the total purse distribution available for the 2021 Winter 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 a stakes event is deemed appropriate by TRACK, it is agreed that TRACK will not increase the purse by more than fifty percent (50%) of the purse originally scheduled. Additional purse money paid as the result of splitting a stakes race shall be considered stakes money and shall not be considered overnight monies. Should TRACK desire to increase the purse by more than fifty percent (50%) of the purse originally scheduled, TRACK shall obtain the written approval of TOC for such a purse increase. TRACK shall not split a stakes race without first obtaining the approval of TOC, which approval will not be unreasonably withheld.

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

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

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

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

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

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

The Schedule of Fees, including but not limited to nomination fees, sustaining fees, entry fees, starting fees and supplemental fees previously announced for the above-referenced guaranteed stakes races, shall not be reduced during the course of the 2021 Winter Meet. Each guaranteed stakes race to be run during the 2021 Winter Meet shall require total fees of at least one percent (1%) for each starter. All graded stakes races to be run during the 2021 Winter Meet shall require total fees of at least one and one-half percent (1.5%) for each starter.

For all stakes races offering a purse of \$100,000.00 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 who are equipped with a video camera, a communications device and a notepad, and who must request to see and who shall note the time, license number, and type of license for every person who enters the stall with the competing horse or otherwise comes in contact with or close proximity to said horse, as permitted by the CHRB, TRACK, trainer, or owner. TRACK and TOC agree that this policy may be revisited and modified at any time during the period of this Agreement, provided TRACK and TOC mutually agree.

B. Overnight Program

TRACK is encouraged to and may, from time to time, present overnight-type stakes races to replace what would otherwise have been featured high-purse allowance races. Each such race offered shall be subject to obtaining the prior consent of TOC, and purse monies paid there under shall not be deemed a part of the total stakes purses for the 2021 Winter Meet. The owner of each horse entered in such races shall be required to pay a reasonable nomination, entry, and/or starting fee. The same scratch policy shall apply as in normal overnight races. TOC agrees initially to the Overnight Stakes schedule attached hereto on Exhibit "B."

In the event an overnight stakes race has less than six (6) separate wagering interests entered, and TRACK desires to cancel such overnight stakes race, TRACK shall make its best efforts to inform and consult with TOC of TRACK's desire reasonably in advance of cancelling any such race.

Without the prior consultation and written approval of TOC, TRACK shall not schedule nor use any purse monies for the purpose of conducting "exhibition" or "match" type races, or any type of racing other than Thoroughbred racing as provided for herein during TRACK's 2021 Winter Meet.

Purses paid for overnight races during the 2021 Winter Meet shall be in accordance with the schedule attached hereto as Exhibit "B." TRACK agrees not to change the purses provided in the schedule without first obtaining the written consent of TOC. TRACK further agrees that it shall not card or offer any overnight race not specifically set forth in "Exhibit B" absent the prior written approval of TOC.

During the term of the Agreement, TRACK and TOC agree that the terms and conditions attached to overnight races and purses shall be as follows:

1. The minimum claiming price, other than maidens, will be \$6,250;
2. The minimum purse, for all races other than maiden races, during the 2021 Winter Meet shall be at least \$13,000;
3. The minimum claiming price for maidens will be \$20,000, provided further that the minimum claiming price in Cal-Bred Maiden races will be \$40,000;

4. The minimum purse for maiden races, during the 2021 Winter Meet, shall be at least \$21,000;
5. Purses for maiden allowance races shall be a minimum of \$46,000;
6. Purses paid for two- and three-year-old horses shall be equal to purses paid for races for older horses for the same type of race;
7. Purses for "Cal-Bred" races shall be equivalent to purses paid in "open" races for substantially the same class and conditions, excluding any CTBA purse supplements;
8. Overnight purses shall not exceed \$56,000 for each such race written, provided further that overnight stakes races shall be run for a maximum purse of Seventy Five Thousand dollars (\$75,000), excluding supplements from the Cal-Bred Race Fund or any other supplements;
9. Purses for all races run during the 2021 Winter Meet shall be divided and paid to the owner(s) of the horses finishing first through fifth and shall be divided as follows:
 - Sixty percent (60%) of the purse to the winning owner.
 - Twenty percent (20%) for second;
 - Twelve percent (12%) for third;
 - Six percent (6%) for fourth; and,
 - Two percent (2%) for fifth.
10. 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 which leaves the gate at the official start of a race and is considered a legal starter by the Stewards.
11. 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. In the event the Racing Office is unable to complete the taking of entries at least 72-hours before the first race is scheduled to be run, TRACK shall notify TOC that the closing of entries for the day in question is being held over for one day and shall also provide to TOC the reason(s) for such extension.
12. TRACK will use an entry preference system as agreed upon by TRACK and TOC.

13. In the interest of horse and rider safety, and as a means of increasing the number of two year-old winners, TRACK agrees to limit the field size for all two year-old maiden races to no more than ten (10) starters.

For purposes of all of the above subsections, "short" shall mean race distances less than one mile and "long" shall mean race distances equal to or greater than one mile.

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

(1) An amount equal to thirty percent (30%) of the purse paid for finishing first through fifth, inclusive, in any open race, excluding purses for stakes races, starter allowance races and claiming races, but including overnight stakes races, allowance races and non-claiming maiden races shall be paid by TRACK from purses 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 conditions in open races and is entitled to the owner premium mentioned above. The owner premium provided for herein shall be reduced by the amount of the owner premium paid to owners of California-bred Thoroughbred horses finishing first as provided in Section 19614.4(a) and (b) of the California Horse Racing Law.

(2) At such time as agreed upon by TRACK and TOC, purses may be increased 10% in Maiden Special Weight races and 5% in all Allowance and Overnight Stakes races.

(3) In the event overnight purses are increased in accordance with Article IV of this Agreement, retroactive increases shall be made in the Cal-Bred incentive and Allowance Purse increase programs described in this Article unless otherwise agreed in writing by TRACK and TOC.

D. Other Conditions

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

1. TRACK will schedule only Thoroughbred racing during its 2021 Winter Meet.
2. TRACK agrees to wash or otherwise clean the racing colors or "silks" of owners with horses competing in the 2021 Winter 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.

3. The following are the workout criteria that will be in effect for the 2021 Winter Meet. The minimum official, recorded workout distances and number of works for horses to run at the 2021 Winter 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, one of which shall be at least 5/8 mile, and one work during the last 30 days.
 - (d) Horses which have not raced in 60 days: two works, with one during the last 30 days.
 - (e) Horses which have not raced in 30 days: one work at least 3/8 mile within those 30 days.
 - (f) Horsemen seeking to enter a horse not meeting the workout criteria must obtain the permission of the Stewards prior to entry.
 - (g) Imported Horses: The workout requirement will be waived for horses entering in a stakes race within seven days of clearing U.S.D.A. quarantine, provided that the country of origin's racing jurisdiction has no provision for timed workouts.
4. No owner, trainer, or veterinarian may have possession of any shockwave therapy or equivalent device while within TRACK's enclosure during the 2021 Winter Meet, except as expressly authorized by TRACK. Any owner, trainer, or veterinarian found to be in possession of such device(s) during the 2021 Winter 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.
5. TRACK agrees to permit the scratch of a bona fide entry when at least six (6) wagering interests are entered in a race. The scratch of a bona fide entry is permitted only for the purpose of entry into a subsequent race on either of the next two following days of entries. All such scratches require the consent of the Stewards.
6. Track agrees to use an also eligible list containing up to four (4) horses, however, in no event will there be more than sixteen (16) horses drawn for a race.

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, TRACK's Racing Secretary shall make every effort to use the race published in the Condition Book, including substitute races, before any Extra Race is carded. Said Condition Book races shall be considered preferred races for this purpose. However, the parties recognize and agree that, on occasion, it may be in the best interests of racing and fairness to use a filled extra race over a filled substitute race. In such instances, the parties will review and discuss the specific situation within 24 hours of the occurrence. 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.
9. 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 necessary to respond to TOC's request.
10. TRACK agrees to provide to TOC free, front-side office space, acceptable to TOC, during TRACK's 2021 Winter Meet.
11. TRACK agrees to maintain, at no cost to TOC, appropriate "Finish Line" signage, equal in size and character to its own, in the first position past the finish line during the TRACK's 2021 Winter Meet, both on the main track and turf course.
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 herein below in section XVI, or as a result of the intervening unforeseen acts of independent third-parties. Track and TOC agree to meet for the purpose of fairly determining the reason or reasons for the cancellation of a race or races that have been drawn.

IX.
UNIFORMITY AND CONSISTENCY

TRACK and TOC agree to endeavor to establish consistency and uniformity for overnight purse schedules. The first Condition Book for the 2021 Winter Meet shall represent the standard or "norm" for the 2021 Winter Meet. TRACK shall not increase or decrease overnight purses which are written for the same quality of horses and substantially the same conditions as those provided for in the standard or "norm" Condition Book, provided, however, that TRACK may make alterations in purse schedules as provided herein in the event of calamitous or substantial unforeseen economic circumstances or acts of God, which cause a substantial or radical effect on the amount of purses generated for the 2021 Winter Meet. Any such changes, however, can be made only after first obtaining the written consent of TOC which will not be unreasonably withheld. TRACK agrees to meet with TOC within five (5) calendar days after the issuance of each Condition Book to discuss and review suggestions for the next Condition Book.

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

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

TRACK agrees to use its best efforts to make its first Condition Book for the 2021 Winter Meet available to horsemen at least 15 days prior to opening day.

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

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

X.
CHANGES TO RACE AND ELIGIBILITY REQUIREMENTS

Except as expressly authorized herein, absent prior agreement with the TOC, TRACK shall not, during the 2021 Winter Meet, implement or put in place any change to the overnight purse structures, minimum purses awards, minimum claiming levels or eligibility requirement, as set forth in the First Condition Book, 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.

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

When six (6) wagering interests are entered in an allowance race under six (6) separate wagering interests, during TRACK's 2021 Winter Meet, and provided such horses are either stabled on the grounds of either Los Alamitos or another approved auxiliary offsite stabling facility in Southern California, such race shall be considered filled and shall run.

When six (6) separate wagering interests are entered in an overnight stakes race, during TRACK's 2021 Winter Meet, and provided such horses are either stabled on the grounds of Los Alamitos or another approved auxiliary offsite stabling facility in Southern California, such race shall be considered filled and shall run. In the event an overnight stakes has less than six (6) separate wagering interests entered, and TRACK desires to cancel such overnight stakes race, TRACK shall make its best efforts to inform and consult with TOC of TRACK's desire reasonably in advance of cancelling any such race. If not run as originally scheduled, TRACK will use its best efforts to reschedule the race in question or a similar race as an "extra" race within the next three racing days. TRACK will notify TOC of cancellation of such races, listing the names of the horses that did enter.

For all other overnight races, when seven (7) separate wagering interests are entered, and provided such horses are stabled on the grounds of Los Alamitos, or another approved auxiliary offsite stabling facility in Southern California, such race shall be considered filled and shall run.

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

Provided that sufficient horses within the following classifications are available upon the grounds or on other grounds which furnish horses for racing at the 2021 Winter 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 2021 Winter Meet, and will, in addition, use reasonable efforts to increase the average to 2.6 maiden races per day.

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

A Cal-Bred race shall not be opened up in the event there is a minimum of six (6) betting interests entered as Cal-Bred horses by 9:00 a.m. provided that such horses are stabled on the grounds of Los Alamitos, Santa Anita, or another approved auxiliary offsite stabling facility in Southern California.

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

XIII. STALL ASSIGNMENTS

TRACK shall during the 2021 Winter Meet provide a minimum of 800 stalls in good condition for stabling. In the allocation and assignment of stall space for Thoroughbreds, 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, 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. In the event the parties are unable to amicably resolve the claim, it shall be submitted to binding arbitration before the CHRB within two (2) weeks after determination that the issue cannot be amicably resolved.

TRACK and TOC acknowledge that stalls will not be made available to horses that are not in a condition to train and run at the 2021 Winter Meet; it being further agreed that horses recovering from injuries shall 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.

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 the Meet contemplated to be held by TRACK, and the horses and trainers suitable for the holding of such race meet.

TRACK shall not allocate more than forty (40) stalls to any one trainer. Following allocation of stalls which shall not exceed forty (40) to any one trainer, should 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 a total of fifty (50) stalls to any one trainer. The intent of this provision is to insure fair and reasonable consideration of all applications by TRACK, so that no one trainer may be awarded in excess of forty (40) stalls until such time as all applications for stalls for eligible and qualified horses have been reviewed, considered, and stalls have been reasonably provided to those horses which have been determined to meet TRACK's eligibility and qualification requirements.

TRACK agrees that its stalls will be ready, available, and allocated, and the main track will with respect to the 2021 Winter Meet, be open, available, and in condition for training at no charge to horsemen at least ten (10) days prior to the opening day of the 2021 Winter 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 main track will be open, available and in condition for training at no charge to horsemen for at least two (2) days following the close of the 2021 Winter Meet, nor will TRACK be reimbursed for costs of stabling from the SCOTWINC Vanning and Stabling Fund during said period of time.

**XIV.
HOLDING (TRANSIT) BARN**

TRACK agrees that it will regularly clean and maintain the Holding (Transit) barn used for horses shipping in to run at the 2021 Winter Meet.

**XV.
FIRST POST TIME**

All Post times for the 2021 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 2021 Winter Meet must be submitted concurrently to CHRB and TOC.

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

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

**XVII.
STABLING AT AND VANNING FROM AUXILIARY STABLING FACILITIES**

TRACK shall, at least 60 days prior to the opening of its 2021 Winter Meet, notify the California Horse Racing Board and TOC which facilities will be acceptable to TRACK as an auxiliary stabling facility so long as such can be accomplished without compensation of any nature whatsoever, direct or indirect, by TRACK to such facility other than such compensation as provided in the California Horse Racing Law.

TOC 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 to TOC a monthly written report on the occupancy and/or availability of stalls both at TRACK and at auxiliary facilities.

XVIII.
ACCESSIBILITY TO TRACK

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

XIX.
ANTI-MONOPOLY PROVISION

TRACK acknowledges TOC's interest in assuring that horsemen will, during the 2021 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 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.

XX.
CREDENTIALS & BENIFITS

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 2021 Winter Meet.

TRACK further agrees to issue to all TOC Board members and its President and Executive Director, VIP or "officials" credentials for the 2021 Winter 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 box seating for a maximum of eight (8) persons, or four Vessels Club dining room seats, per horse competing. The owner or owners of a horse

competing in a stakes shall be the guest of TRACK in its Vessels Club, on the day of the stakes, and will be provided complimentary meals, excluding alcoholic beverage service for a maximum of four (4) persons per horse competing.

TRACK agrees to provide to the owner of a horse that starts in a Grade I or Grade II Stakes Race during the 2021 Winter Meet a custom "Saddle Towel." The saddle towel will be same saddle towel used in the Grade I Stakes Race and will be embroidered with the horse's name and any other applicable logos etc., specific to the individual race. Said saddle towels will be provided at TRACK's expense without right of reimbursement from TOC, the individual owners, and/or their trainers. A "starter" means any horse that leaves the gate at the official start of a race, and is considered a legal starter by the Stewards.

XXI. TRAINING FACILITIES

At all times during the 2021 Winter Meet, TRACK will cause the main track and training 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 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 the TOC) and be available for training seven (7) days a week on each day horses are stabled at TRACK.

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

TRACK agrees, while horses are stabled at TRACK during its 2021 Winter Meet, to have a manned, operating starting gate for training on the main track.

XXII. OWNERS' PROPRIETARY RIGHTS

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

TRACK acknowledges that, in the context of simulcasting, televising, and the rebroadcasting of races, the proprietary rights created by the collective image of the race belong

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

TOC, on behalf of all owners participating in TRACK's 2021 Winter Meet, consents to TRACK's use of the collective image for the purposes of promoting, simulcasting, televising, and/or the rebroadcasting of races occurring at the 2021 Winter 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 2021 Winter Meet, further agrees that the nomination of or entry of a horse into a race shall be deemed to be authorization for TRACK to use the name, image, or likeness of individual horses for promotion of attendance at and wagering on such races, whether live or at simulcast locations.

XXIII. RACE SPONSORSHIPS

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

Additionally, TRACK and TOC believe that a fair and equitable division of race sponsorship revenue and barter serves their best interests, and the industry as a whole. Accordingly, 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.

XXIV.
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.

XXV.
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*.

XXVI.
INTERSTATE SIMULCASTING (EXPORT)

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

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

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

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

**XXVII.
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 immediately following consummation thereof contents of oral agreements and copies of written agreements with out-of-state locations from whom TRACK intends to import races for wagering purposes. Purse money and commissions generated from wagering on imported races from out-of-state locations shall be divided in accordance with the applicable provision of the California *Business and Professions Code*.

**XXVIII.
INTERNATIONAL SIMULCASTING (EXPORT)**

TRACK has requested the consent of TOC to the international simulcast of its races as listed on Exhibit "D." TOC consents to the simulcast of the specified races in accordance with the terms and conditions of TOC's consent letters.

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

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

**XXVIX.
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*.

XXX
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.

XXXI.
FIRE AND DISASTER INSURANCE

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

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

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

XXXII.
TOC COVENANTS

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

**XXXIII.
TRACK COVENANTS**

During the term of this Agreement, so 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 2021 Winter Meet and shall not file or participate in any action, claim or proceeding seeking the decertification of the TOC as the official and exclusive representative of California Thoroughbred owners, nor will TRACK engage in a lockout of TOC members.

**XXXIV.
MUTUALITY**

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

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

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

**XXXV.
DEFAULT**

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

**XXXVI.
INCONSISTENT LANGUAGE**

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

**XXXVII.
NOTICES**

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

- (a) If to TRACK: Mr. Jack Liebau, General Manager
Los Alamitos Racing Association
4961 E. Katella Avenue
Los Alamitos California 90720

- (b) If to TOC: Ms. Mary Forney, Executive Director
Thoroughbred Owners of California
285 W. Huntington Drive
Arcadia, CA 91007

**XXXVIII.
SUCCESSORS AND ASSIGNS**

This Agreement shall not be assigned without the expressed written consent of the parties. In such instances as the parties may agree to any such assignment, 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).

**XXXIX.
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 be not 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.

**XL.
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.

**XLI.
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 the Agreement, and the parties hereto shall not be deemed to waive or abridge any rights, claims, or privileges following such termination.

LOS ALAMITOS RACING ASSOCIATION

Dated:



Mr. Jack Liebau, General Manager

THOROUGHBRED OWNERS OF CALIFORNIA

Dated:



Ms. Mary Forney, Executive Director

**EXHIBIT A
2021 WINTER STAKES SCHEDULE**

**LOS ALAMITOS RACE COURSE
STAKES SCHEDULE**

Closing Thursday, August 26, 2021

Saturday, December 11, 2021	\$200,000 Guaranteed
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Los Alamitos Futurity - Grade II
For Two Year Olds
One Mile And One Sixteenth

Closing Thursday, August 26, 2021

Saturday, December 4, 2021	\$300,000 Guaranteed
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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
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Bayakoa Stakes - Grade III
For Fillies And Mares Three Year Olds and Upward
One Mile And One Sixteenth

Closing Saturday, December 4, 2021

Sunday, December 12, 2021	\$100,000 Guaranteed
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 **King Glorious Stakes**
For Two Year Olds
One Mile

Closing Saturday, December 4, 2021

Saturday, December 11, 2021	\$100,000 Guaranteed
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 **Soviet Problem Stakes**
For Fillies Two Year Olds
One Mile

EXHIBIT B
2021 WINTER OVERNIGHT RACE PURSE SCHEDULE

LA Purses Winter 2021.xlsx

TYPE	PURSE	X	TYPE 1	PURSE 1
		X		
MDN CLM 20,000	\$21,000.00		SA 20,000 NW2 LIFETIME	\$29,000.00
MDN CLM 30,000	\$24,000.00		CLM 32000 NWY	\$34,000.00
MDN CLM 40,000	\$29,000.00		CLM 25,000 NW2 LIFETIME	\$26,000.00
MDN CLM 50,000	\$33,000.00		CLM 25,000	\$30,000.00
MDN CLM 75,000	\$37,000.00		SA 25,000	\$30,000.00
MDN ALW	\$46,000.00		CLM 32,000	\$36,000.00
			SA 40,000 NW2 LIFETIME	\$31,000.00
CLM 6,250 NW2 CLAUSE OR YEAR	\$13,000.00		CLM 40,000	\$37,000.00
CLM 6,250	\$14,000.00		CLM 50,000	\$40,000.00
CLM 8,000 NW2 CLAUSE OR YEAR	\$16,000.00		SA 50000 NW2 LIFETIME	\$34,000.00
SA 8000	\$17,000.00		CLM 62,500 *	\$43,000.00
CLM 8,000	\$17,000.00			
CLM 10,000 NW2 CLAUSE OR YEAR	\$17,000.00			
CLM 10,000	\$18,000.00		ALW 1X OPT/CLM 40-80	\$49,000.00
CLM 12,500 NW2 CLAUSE OR YEAR	\$19,000.00		ALW 2X OPT/CLM 62,500	\$51,000.00
CLM 12,500	\$22,000.00		ALW 3X OPT/CLM 80,000	\$56,000.00
SA 12,500	\$22,000.00		OVERNIGHT STAKE	\$75,000.00
CLM 16,000 NW2 LIFETIME	\$21,000.00		STAKE	\$100,000.00
CLM 16,000	\$23,000.00			
SA 16,000	\$23,000.00			
CL20,000	\$25,000.00			

EXHIBIT E
ADW APPROVED PROVIDERS

To be provided.

**EXHIBIT F
FIRE AND DISASTER INSURANCE**

Attached hereto.



RACE MEET AGREEMENT

Winter 2021

BETWEEN

LOS ALAMITOS RACING ASSOCIATION

AND

CALIFORNIA THOROUGHBRED TRAINERS

December 1, 2021 – December 14, 2021

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RACE MEET AGREEMENT

LOS ALAMITOS RACING ASSOCIATION

December 1, 2021 – December 14, 2021

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 1, 2021, the first day of TRACK's 2021 Winter Meet, except as otherwise provided herein, (hereinafter referred to as "2021 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 1, 2021, through December 14, 2021, which meet is hereinafter referred to as the "2021 Winter Meet."

II.

PURSE PROJECTIONS

TRACK shall provide to CTT prior to the 2021 Winter Meet for CTT's information, TRACK's projections (and supporting documents) of estimated purses for the 2021 Winter Meet.

III.

CTT DISTRIBUTIONS

TRACK shall pay to CALIFORNIA THOROUGHBRED TRAINERS, INC. ("CTT") for the 2021 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 Backstretch Employees' Retirement Savings Pension Plan/Trust 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 Backstretch Employees' Retirement Savings Pension Plan/Trust 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 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 2021 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 stalls 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 2021 Winter Meet.

IX.

FIRST POST TIME

All Post times for the 2021 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 2021 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 2021 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 2021 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 2021 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 2021 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 2021 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 2021 Winter Meet and while the main track, and inner track, are open for training preceding and following the 2021 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 2021 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 2021 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 2021 Winter Meet, as well as the training period before and after the 2021 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 2021 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 ANGELES RACING ASSOCIATION

9/23/2021
Date

F. Jack Liebau
F. Jack Liebau
Vice President

CALIFORNIA THOROUGHBRED TRAINERS, INC.

September 20, 2021
Date

Alan F. Balch
Alan F. Balch
Executive Director

3rd PARTY LASIX ADMINISTRATION AGREEMENT

This 3rd Party Lasix Administration Agreement (this "Agreement") is entered into as of March 31, 2021 (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 24, 2021 and shall continue through December 31, 2021 (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 statutes, laws and regulations which are necessary for the Thoroughbred Trainer to comply with in order to effectuate the purpose of this Agreement.

6. MISCELLANEOUS

a. Entire Agreement; Amendment. This Agreement, including the Exhibits, contains the entire understanding of the Parties relating to the subject matter hereof, supersedes any and all prior or contemporaneous agreements or understandings, either oral or written, and may not be changed or terminated orally. Except as specifically provided herein, this Agreement may be amended only by a writing signed by the Parties.

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

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

d. Counterparts. This Agreement and all amendments hereto may be executed in several counterparts and each counterpart shall constitute a duplicate original of the same instrument, 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 ANGELES COUNTY FAIR AT LOS ALAMITOS RACING ASSOCIATION

By: F. Jack Lieban

Name: F. JACK Lieban

Title: V-P

THOROUGHBRED OWNERS OF CALIFORNIA, INC.

Greg Avioli

By:

Name: Greg Avioli

Title: President & CEO

CALIFORNIA THOROUGHBRED TRAINERS, INC.

By: [Signature]

Name: _____

Title: _____

3rd PARTY LASIX ADMINISTRATION AGREEMENT

- 1. EXHIBIT A
LOS ANGELES COUNTY FAIR ASSOCIATION AT 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.

- 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). n/a
- 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 Rules 1870 and 1871, the CHRB shall be given 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.

F. JACK LIEBAU
 Print Name

Vice-President
 Print Title

J. Jack Liebau
 Signature

August 19, 2021
 Date

CALIFORNIA HORSE RACING BOARD

November 17, 2021

REGULAR BOARD MEETING

This item has been postponed until the December regular Board meeting. There is no board package material for Item 9 for the November 17, 2021 regular Board meeting.

CALIFORNIA HORSE RACING BOARD

November 17, 2021

REGULAR BOARD MEETING

This item has been postponed until the December regular Board meeting. There is no board package material for Item 10 for the November 17, 2021 regular Board meeting.

CALIFORNIA HORSE RACING BOARD

November 17, 2021

REGULAR BOARD MEETING

This item has been postponed until the December regular Board meeting. There is no board package material for Item 11 for the November 17, 2021 regular Board meeting.

CALIFORNIA HORSE RACING BOARD

November 17, 2021

REGULAR BOARD MEETING

This item has been postponed until the December regular Board meeting. There is no board package material for Item 12 for the November 17, 2021 regular Board meeting.

CALIFORNIA HORSE RACING BOARD

November 17, 2021

REGULAR BOARD MEETING

There is no board package material for Item 13A

CALIFORNIA HORSE RACING BOARD

November 17, 2021

REGULAR BOARD MEETING

There is no board package material for Item 13B

CALIFORNIA HORSE RACING BOARD

November 17, 2021

REGULAR BOARD MEETING

There is no board package material for Item 14

CALIFORNIA HORSE RACING BOARD

November 17, 2021

REGULAR BOARD MEETING

There is no board package material for Item 15