

CANE PACE 2021 and Shady Daisy Pace (Filly Division) For 3-Year-Old Pacers in 2021

OWNED BY: FR Park Racing, LP ("Freehold")

SPONSORED BY: New Meadowlands, LLC ("Meadowlands")

SERVICED BY: The Hambletonian Society, Inc. ("Society")

TO BE RACED AS: Two races ("Races", individually "Race"): Cane Pace for 3-Year-Old Pacers ("Open") and the Shady Daisy Pace for 3-Year-Old Pacing Fillies (Filly Division).

TO BE RACED AT: To be determined ("Track"). Definite dates will be published in the U.S.T.A. Stakes Guide in the year of the Races. If for any reason it becomes impractical or undesirable, in the opinion of the Sponsor, to hold one or both of these Races at the Track designated, the Sponsor reserves the right to change the date and/or the location of the Track for either or both Races.

FOR: Foals of 2018 whose sires were foaled in 2012 or earlier (five-year-olds or older in 2017, the year of breeding) and foals of 2018 by younger Stallions as provided below.

STALLION RESTRICTION: Those foals of 2018 sired by Stallions which were four-year-olds or younger in 2017 are NOT ELIGIBLE, unless they meet one of the following exemptions:

- (1) The Stallion serviced mares as a four-year-old and started a minimum of six pari-mutuel races from April 1 forward in its four-year-old racing season or;
- (2) The Stallion develops a condition while in training that prevents him from racing competitively in at least six pari-mutuel races in his four-year-old season and a licensed veterinarian of the Stallion Owner's choice ("Owner", which includes all registered owners at the time, as well as lessee(s) or managers) has certified to the Sponsor that in his/her opinion, the Stallion in question would be or was unfit to race competitively in at least six pari-mutuel races in its four-year-old season due to unsoundness or another serious medical condition. That certification must be in writing and accepted by the Sponsor in writing prior to the Stallion commercially servicing any mares. The Sponsor reserves the right to have the Stallion in question subsequently examined by licensed veterinarians on staff at a university veterinary school in proximity to the physical location of the Stallion for confirmation or rejection of the prior findings regarding the Stallion's fitness to race at age four. The confirmation or rejection by the university staff will be accepted as final regarding the eligibility of the progeny of the Stallion in question. The Sponsor shall bear the full expense of the university veterinary school examination of the Stallion and written certification or their opinion of the fitness of the Stallion in question. It is strongly advised that the above written acceptance by the Sponsor be received by the Owner of said Stallion prior to booking any mares to the Stallion in order that the eligibility of the Stallion's foals is determined for all affected parties. The Owner of the Stallion shall solely be responsible for notifying the Owner(s) of mares booked to breed to the Stallion as to the eligibility, or lack thereof, to any and all races affected by this SRC, or;
- (3) The Stallion did not start in at least six (6) pari-mutuel races in its three-year-old season, or;
- (4) The Stallion did not start after August 1 of its three-year-old season, or;
- (5) The Stallion did not earn more than \$500,000 in its three-year-old season (including any foreign earnings as calculated by the U.S.T.A.).

Any and all decisions of the Sponsor ("Sponsor" is defined as all entities conducting the race, any party that adds funds to the race, and the Racetrack where the race is conducted) as to the eligibility of a foal to race in any particular race shall be final and not subject to any appeal to the Sponsor, to any administrative agency or to any court of competent jurisdiction. By nominating and entering a horse to race in any race in which this SRC is a condition of the race, both the Owner of the nominated foal and the Stallion Owner hereby acknowledge and agree that any and all appeal rights in law or equity that such Owners may have with respect to the determination of the Sponsor are hereby irrevocably waived and terminated.

By nominating and entering a horse to race in any race which is subject to this SRC, both the Owner of the nominated foal and the Stallion Owner hereby shall indemnify and hold harmless the Sponsor and its officers, directors, employees, agents, and representatives against any loss, damage, expense (including reasonable attorney's fees and court costs) or other liability suffered or incurred by the indemnified party by reason of or related to or in connection with any determination of the Sponsor as to the eligibility of any of the subject foals to race. This indemnification applies to any successor owner of the nominated foal, to the breeder of the nominated foal, to the owner of the sire or dam of the nominated foal, or to any other party purporting to have an interest in the eligibility of the nominated foal.

The Sponsor reserves the right to amend any or all of the above conditions and exemptions as it deems necessary in its best business judgment.

The age of all nominated foals is subject to U.S.T.A. foaling date rules.

CANCELLATION: Freehold, Meadowlands and the Track further reserve the right to cancel either one or more of the Races if for reasons beyond their control it becomes impractical or undesirable in their opinion to conduct said Race or Races. If an event is not raced due to circumstances beyond their control, the Sponsors' responsibility and liability ("Sponsors," which includes all stakes owner(s) of the Races, including: Freehold, any Party that adds funds to the Race or Races, Meadowlands, the Track where the Races are conducted and the Society) will be limited to refunding without interest nomination, sustaining and entrance fees collected toward canceled events that have not been disbursed at the time of cancellation. If canceled after the first 2-year-old payment, these monies will be prorated among the owners of the horses eligible at the time of cancellation. If canceled prior to the first 2-year-old payment, the nomination fees will be refunded to the nominators.

ESTIMATED PURSE:

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|---|-----------------------|
| <i>Cane Pace (Open)</i> | \$300,000 (estimated) |
| Shady Daisy Pace (Filly Division) | \$100,000 (estimated) |
| <i>Actual 2018 total purses were:</i> | |
| Cane Pace | \$281,000 (Final) |
| Shady Daisy | \$96,600 (1 division) |

ADDED MONEY: The Sponsor will add a minimum of \$100,000 to the Open and will add \$15,000 to the Filly Division.

NOMINATION FEE: May 15, 2019\$25 (U.S. Funds only)

Nominated horses must be properly identified to the satisfaction of The Hambletonian Society at the time of nomination.

SUPPLEMENTAL YEARLING NOMINATIONS: Otherwise not eligible yearlings may be made eligible by a supplemental fee of \$125, due on or before August 15, 2019.

 August 15, 2019 Yearling Supplemental Nomination\$125

FUTURE PAYMENTS: (U.S. Funds only)

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|--|-------------|----------------|
| On 2-Year-Olds | <u>OPEN</u> | <u>FILLIES</u> |
| March 15, 2020 Sustaining Fee | \$400 | \$200 |
| On 3-Year-Olds | | |
| February 15, 2021 Sustaining Fee | \$800 | \$400 |
| Entrance Fee | \$5,000 | \$2,000 |

DECLARATION: Not refundable. Entrance fee shall be due with declaration at the time posted on the Condition Sheet

Entrance fee shall be due at time of declaration and payable not later than one hour prior to post time of the Race to be contested. All entrance fees shall be made payable to the Host Track.

At the time of declaration, horses declared to race in these events must have a past performance line that meets the current qualifying standards for stakes/added money races at the Host Track.

FILLY NOTICE: A filly which is properly nominated and sustained, but not declared to start in the Filly Division, may start in the Open upon 1) proper declaration and 2) payment of a) the entrance fee required for the Open plus b) the difference between any lower nominating and sustaining fees for the Filly Division and the higher nominating and sustaining fees for the Open. In such event previous payments in the Filly Division shall remain therein and shall be forfeits. A filly may not declare or enter in both Races.

Filly Declaration for the Open \$5,600

SUPPLEMENTAL DECLARATIONS: Three-year-old pacers not otherwise eligible may enter and start in their respective divisions by payment of a supplemental entrance fee due with intent to start in the Race, at a prescribed time and day scheduled by the Track:

Cane Pace (Open)..... \$35,000

Shady Daisy (Filly Division)..... \$7,500

The supplemental entrance fee shall be due at time of declaration and payable not later than one hour prior to post time of the Race to be contested. All supplemental fees shall be made payable to the Host Track.

PAYMENT DISTRIBUTION: All nomination and other payments will be credited to the specific Race.

NOTICE: U.S.T.A. Rule 12.04 provides: "Failure to make any payment required by the conditions constitutes an automatic withdrawal from the event." The Hambletonian Society, Inc. will construe payment to require that cash or check duly honored upon presentation be received at the time specified in U.S.T.A. Rule 12.02.

WAIVER: As a condition of participation in the Cane Pace 2021 (the Open and/or Filly Division), the Owner(s) of the nominated horse(s) hereby grants to the Sponsors, their representatives, successors, and assigns the absolute right to copyright and publish, use or reuse still and motion photographic images of its horses, drivers, trainers, employees, officers and agents, in whole or in part, in composite or in distorted character, with or without use of names, in color or otherwise, for the purpose of promotion, advertising, trade or other lawful purpose in any and all media. Owner(s) waives any right to inspect and/or approve the finished product or the copy that may be used in connection therewith or the use to which it might be applied. Owner(s) further agrees to inform his drivers, trainers, employees, officers and agents of the authority granted to the Sponsors herein, to hold the Sponsors harmless from any and all liability and damages, and to indemnify the Sponsors from same should any such owner(s), driver(s), trainer(s), employee(s), officer(s) and agent(s) challenge Sponsors' rights as set forth above.

RACING CONDITIONS: The conditions for the 2020 and 2021 Cane Pace and Shady Daisy have been amended per the Sponsors direction.

These are the conditions that the Cane Pace and Shady Daisy will be raced under in 2020 and 2021.

All Races will be contested at one (1) mile except as provided herein if eleven (11) horses enter the race. All Races will be drawn by lot, except that entries will be separated, if an elimination format is used, whenever possible. In the event that more than ten (10) horses enter, the race office reserves the right to contest each race at a distance of one (1) mile or one mile and one-eighth (1-1/8 miles).

All starters are subject to the detention policy of the Track.

The Sponsor at its sole discretion reserves the right to conduct one or both of these Races: 1.) on a single date with top "N" format and possibly, at the discretion of the sponsor, a consolation race or races as determined by the number of entries; 2.) or in a format either with eliminations in the previous week to the final or; 3.) in divisions. The format will be published the year of the Races.

Top "N" Format:

The Races will be limited to the eleven (11) highest money earners in 2020 as determined by the U.S.T.A. amongst those that enter for each race. The Consolation, if any, will be limited to the next eleven (11) highest 2020 seasonal money earners. A minimum of seven separate/interests entries may be required for a consolation to be contested at the discretion of the sponsors. There may be two (2) "Also Eligibles" drawn for the Races and the Consolation. Those designated as "Also Eligibles" in the Races will be drawn into the Consolation, but may be eligible to be drawn into the Race at scratch time. There is no entrance fee for the Consolation. Horses may not opt out of the Race to enter the Consolation.

If a declared horse does not draw in to the Race, or into the Consolation due to the above condition, all payments will be refunded to the owner of the horse at time of declaration, provided that the horses meets the current qualifying standards at the Track.

A supplemented horse which does not meet the above conditions of the top eleven (11) highest 2020 seasonal money earners will have the supplemental entry fee returned and shall not be eligible for entry in the Consolation.

The Sponsor reserves the right to reject the declaration and return the Entrance Fee of any entrant. A minimum of seven separate interests are required in any event or the Sponsor, at its discretion, may cancel the Race, or the Consolation.

MONEY DIVISION: Purses for both the Open and the Filly Divisions will be divided 50-25-12-8-5%. If raced in an elimination format, purses for the eliminations of the Open will be divided 60-25-8-5-2%.

DRIVERS AND TRAINERS FEES: The drivers and trainers fees may be disbursed in accordance with the policy of the track at the time of the Race.

DISPUTES: In the case of any dispute as to the interpretation of these conditions, the decision of the Sponsor shall be final. All fees and payments in any Race are accepted on the condition that all claims, objections and appeals arising out of these Races or with respect to any interpretation of any rules or conditions of the Races, or otherwise shall be decided by the Sponsor.

RULES: Unless otherwise specified and except as may be affected by a state or provincial racing Commission or Board, U.S.T.A. rules not in conflict with these conditions or the future amended conditions in the year of the Race to govern, as well as the Track rules & regulations. The conditions and rules and regulations shall be those in effect at the time of the Race.

NOMINATION AND SUSTAINING CHECKS PAYABLE TO AND MAIL TO:

The Hambletonian Society, Inc.

Cranbury Gates Office Park

109 South Main Street, Suite 18

Cranbury, NJ 08512-3