Standards for Participation in All Meadowlands Stakes

A. Owner/Trainer Ineligibility: Any owner(s) or trainer(s) whose conduct falls within the conditions set forth below shall be ineligible to participate in any of the races or events owned, sponsored, conducted, or serviced by New Meadowlands Racetrack:

1. Any owner(s) or trainer(s) who has been convicted, arrested, indicted or is the subject of a publicly disclosed government criminal information, the subject of an investigation by a government regulatory agency or is the subject of any internal investigation conducted by The New Meadowlands Racetrack ("proceedings"), which proceeding(s) finds, determines, suspects, investigates, involves or charges such owner(s) or trainer(s) with administering, purchasing, selling, encouraging the sale of, manufacturing, distributing or using prohibited drugs or prohibited performance enhancing substances, and/or

2. Any owner or trainer who has been or is the subject of a proceeding, which proceeding(s) finds, determines, suspects, investigates, involves, or charges such owner(s) or trainer(s) with the illegal or unethical treatment of animals.

B. Horse Ineligibility: Any horse(s) owned or trained by person(s) or entity(s) that is deemed to be ineligible under section A above, shall likewise be deemed ineligible to participate in any events or races owned, sponsored, conducted, or serviced by The New Meadowlands Racetrack.

C. Stakes Payments & Forfeiture: Stakes payments, whether initial or sustaining, made for the participation of horse(s) deemed ineligible under the above, shall be void and forfeited by the participant at the sole discretion of The New Meadowlands Racetrack, with no liability or obligation to The New Meadowlands Racetrack, and without any assurance by the New Meadowlands Racetrack that a refund or reimbursement of such payment(s) will be made by The New Meadowlands Racetrack despite such stakes payments having been previously made for and to the stake/event in question.

D. Ineligibility Period/Transfer of Ownership: The ineligibility of an owner(s), trainer(s) or horse(s) Section A or B above shall commence upon a conviction, arrest, indictment, criminal information, government regulatory investigation and/or internal investigation and continue, in the discretion of The New Meadowlands Racetrack: (1) until such time as The New Meadowlands Racetrack is satisfied that the owner(s) or trainer (s) who is the subject of a proceeding(s) as described above, has been determined to have not engaged in such conduct as would render the owner(s) ortrainer(s) ineligible under Section A or B; or (2) when there has been accomplished and perfected, supported by appropriate and confirming verifiable documentation, the transfer of ownership of the horse and/or the change of owner(s) or trainer(s) from an owner(s) and/or trainer(s) deemed to have been ineligible under Section A or B above, to a bona fide separate and unrelated licensed eligible owner(s) or trainer(s).

E. Opportunity to Provide Relevant Information: The New Meadowlands Racetrack will afford an owner(s) and/or trainer(s) the opportunity to present personally and on a timely basis to the management of The New Meadowlands Racetrack, any information, documentation, evidence, or argument to counter, disprove, or contradict any finding or other information which forms the basis for any conviction, indictment, arrest, criminal information, governmental regulatory investigation or internal investigation upon which The New Meadowlands Racetrack relies for determining any owner(s), trainer(s) and/or horse(s) to be ineligible to participate in an race or event sponsored or conducted by The New Meadowlands Racetrack. In such case, and without any commitment to do so, The New Meadowlands Racetrack may in its sole discretion reconsider its determination on the ineligibility of any owner(s), trainer(s) or horse(s) to participate in any race or event sponsored or conducted by The New Meadowlands Racetrack.