

**GAMES AGREEMENT**

Between

**Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028**  
**d/b/a OCOG**

Address: 10900 Wilshire Blvd., Suite 700, Los Angeles, CA 90024

and

**The City of Long Beach**

Address: 411 W. Ocean Blvd., 10th Floor, Long Beach, CA 90802

**TABLE OF CONTENTS**

**SECTION 1. RECITALS.....2**

**SECTION 2. PURPOSE.....2**

**SECTION 3. VOLUNTARY.....2**

**SECTION 4. TERM.....2**

**SECTION 5. CITY LIAISONS.....2**

**SECTION 6. POWER TO BIND. ....2**

**SECTION 7. DELIVERY OF CITY RESOURCES.....2**

**SECTION 8. PRIORITY OPTION ON CITY ADVERTISING SPACE. ....6**

**SECTION 9. PRIORITY ROOM BLOCK AT NEW CITY HOTEL DEVELOPMENTS. ....8**

**SECTION 10. PERMITTING AND ZONING NEEDS.....8**

**SECTION 11. ADMISSIONS/TICKET TAX.....8**

**SECTION 12. OTHER EVENTS.....8**

**SECTION 13. UNAUTHORIZED STREET TRADING.....9**

**SECTION 14. UNFAIR BUSINESS PRACTICES PROTECTION. ....9**

**SECTION 15. ACCESSIBILITY STANDARDS.....9**

**SECTION 16. TRANSPORT AND TRAFFIC. ....10**

**SECTION 17. SECURITY.....10**

**SECTION 18. VENUE CONSTRUCTION AND INFRASTRUCTURE DEVELOPMENT PROJECTS. ....10**

**SECTION 19. VENUE USE AGREEMENTS..... 111**

**SECTION 20. OCOG EXCLUSIVE RIGHTS..... 11**

**SECTION 21. RISK MANAGEMENT..... 14**

**SECTION 22. EVENT OF DEFAULT..... 14**

**SECTION 23. DISPUTE RESOLUTION..... 16**

**SECTION 24. INDEMNIFICATION..... 17**

**SECTION 25. TERMINATION. .... 188**

**SECTION 26. GENERAL PROVISIONS..... 18**

**SECTION 27. POSTPONEMENT OR CANCELLATION OF THE 2028 GAMES. .... 19**

**SECTION 28. COOPERATION; FURTHER ASSURANCES..... 19**

**SECTION 29. AUTHORITY OF CITY. .... 19**

**SECTION 30. NOTICES. .... 20**

**SECTION 31. RELATIONSHIP OF PARTIES. .... 20**

**SECTION 32. COMPLIANCE WITH LAWS..... 21**

<b>SECTION 33. CONFIDENTIALITY.....</b>	<b>21</b>
<b>SECTION 34. RETENTION OF RECORDS AND INSPECTION.....</b>	<b>21</b>
<b>SECTION 35. ASSIGNMENT AND DELEGATION.....</b>	<b>21</b>
<b>SECTION 36. AMENDMENT; WAIVER.....</b>	<b>22</b>
<b>SECTION 37. HEADINGS.....</b>	<b>22</b>
<b>SECTION 38. AGREEMENT.....</b>	<b>22</b>
<b>SECTION 39. NON-RECOURSE.....</b>	<b>22</b>
<b>SECTION 40. IOC APPROVAL REQUIRED.....</b>	<b>22</b>
<b>SECTION 41. PRIMACY OF THE IOC REQUIREMENTS.....</b>	<b>22</b>
<b>SECTION 42. OLYMPIC CHARTER AND HOST CITY CONTRACT.....</b>	<b>23</b>
<b>SECTION 43. SEVERABILITY.....</b>	<b>23</b>
<b>SECTION 44. COUNTERPARTS.....</b>	<b>23</b>
<b>SECTION 45. NO THIRD PARTY BENEFICIARY.....</b>	<b>23</b>
<b>SECTION 46. GOVERNING LAW.....</b>	<b>23</b>
<b>SECTION 47. TIME OF THE ESSENCE.....</b>	<b>23</b>
<b>SECTION 48. CUMULATIVE RIGHTS.....</b>	<b>23</b>
<b>SECTION 49. RIGHT TO ENFORCE STRICTLY; SPECIFIC PERFORMANCE.....</b>	<b>23</b>
<b>SECTION 50. INTERPRETATION.....</b>	<b>24</b>

## **EXHIBITS**

- EXHIBIT A**    **Addresses for Notices**
- EXHIBIT B**    **City Ad Space**
- EXHIBIT C**    **Dispute Resolution**
- EXHIBIT D**    **Additional IOC Covenants**
- EXHIBIT E**    **Venue Guarantee**

**GAMES AGREEMENT BETWEEN  
THE CITY OF LONG BEACH  
AND  
THE LOS ANGELES ORGANIZING COMMITTEE  
FOR OLYMPIC AND PARALYMPIC GAMES 2028**

This City of Long Beach 2028 Olympic and Paralympic Games Agreement (this “Agreement”) is made and entered into as of the date of the last signature set forth below by and among the City of Long Beach, a municipal corporation (the “City”) and the Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028, a California nonprofit public benefit corporation (the “OCOG”). Collectively, these entities shall be known herein as the “Parties” or individually as a “Party.”

WITNESSETH

WHEREAS, on September 30, 2016, October 3, 2016, January 9, 2017, January 30, 2017, and March 6, 2023 the City delivered to the International Olympic Committee (the “IOC”) in connection with the candidature of the City of Los Angeles for the 2024 Olympic and Paralympic Games (the “2024 Games”), letters which set forth certain governing principles and commitments from the City regarding its participation as a venue city in the 2024 Games (collectively, the “Guarantees”);

WHEREAS, subsequent to the City’s issuance of the Guarantees, the IOC and International Paralympic Committee (“IPC”) selected the City of Los Angeles to host the 2028 Olympic and Paralympic Games (the “2028 Games”);

WHEREAS, per IOC requirements, the OCOG and the City now wish to enter into a definitive agreement to reflect the City of Los Angeles’ subsequent election as host of the 2028 Games, to incorporate and apply the terms of the Guarantees to the 2028 Games (including with respect to public services in support of the 2028 Games) and to set forth other customary terms and conditions to provide a critical framework for how the OCOG and the City will work together;

WHEREAS, the Parties are committed to conducting 2028 Games-related operations in accordance with the goal of delivering a fiscally responsible 2028 Games;

WHEREAS, the City is committed to working in good faith with the OCOG to coordinate and deliver a successful 2028 Games;

WHEREAS, the Parties recognize the value of sport as a way to celebrate human achievement and connect local and global communities in unique and powerful ways, acknowledging the benefit of both elite competition and recreational sport;

WHEREAS, the Parties recognize the City’s racial, gender, physical ability, sexual orientation, and socio-economic diversity as a strength and intend that the 2028 Games reflect such strength;

WHEREAS, the Parties celebrate the IOC’s leadership role in supporting the UN Women in the Sports for Generation Equality initiative, which aims to advance gender equality and the empowerment of women and girls in and through sport;

WHEREAS, the Parties desire to work together in good faith to host a safe and fiscally-responsible 2028 Games that are consistent with the long-term interests and values of the City and its residents;

WHEREAS, the Parties desire to ensure the 2028 Games reflect a commitment to sustainability as a guiding principle;

WHEREAS, the period of OCOG operations will necessitate that the City and the OCOG meet regularly;

WHEREAS, in connection with the selection of the City of Los Angeles (“Host City”) as the host of the 2028 Games, the City of Los Angeles, the OCOG, the IOC, and the other parties thereto entered into that certain Host City Contract effective as of September 13, 2017 (as amended or otherwise modified from time to time, the “Host City Contract”), which, among other things, sets forth the primary obligations of the City of Los Angeles and the OCOG in connection with the planning, organizing, financing, and staging of the 2028 Games;

WHEREAS, the Host City Contract is comprised of, among other things, the HCC – Principles, the HCC – Operational Requirements, and the Candidature Commitments (as each such term is defined in the Host City Contract);

WHEREAS, the Parties acknowledge and agree that, pursuant to Section 3 of the HCC – Principles, all agreements relating to the incorporation and existence of the OCOG, including this Agreement, shall be submitted to the IOC for its approval; and

WHEREAS, the Parties intend to affirm through this Agreement a continued shared set of values of innovation and a community-centered focus by which the 2028 Games will be designed and executed.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the Parties, and of the promises contained in this Agreement, the Parties hereby agree as follows:

**Section 1. Recitals.** The recitals set forth above are fully incorporated into this Agreement.

**Section 2. Purpose.** The purpose of this Agreement is to set forth certain material terms of the relationship and commitments between the City and the OCOG.

**Section 3. Voluntary.** This Agreement is voluntarily entered into for the purpose set forth in Section 2.

**Section 4. Term.** This Agreement shall become effective on the date of the last signature set forth below by the Parties (“Effective Date”) and shall remain in effect until the earlier of (i) the date the OCOG ceases to exist; (ii) the date of the express written agreement of each of the Parties hereto to terminate this Agreement; (iii) December 31, 2029; and (iv) the date this Agreement is terminated in accordance with Section 25 (the “Term”).

**Section 5. City Liaisons.** The City hereby designates the City Manager (or his, her or their designee), as the City’s liaison to the OCOG (the “City Liaison”).

**Section 6. Power to Bind.** Each of the Parties acknowledges and agrees that it shall not have any authority to bind the other to any legally binding obligation unless that authority has been granted to it by such other Party.

**Section 7. Delivery of City Resources.**

7.1 Normal and Customary Services. The City shall provide within each Games Footprint (as defined in Section 7.4.2)—and at the City’s cost and expense—public services at the level and range that

would be customarily provided by the City at the time a Games Footprint is deemed to be in effect were the 2028 Games not to then be occurring (the “Normal and Customary Services”), as determined in accordance with this Section 7.1. Such public services shall include, but are not limited to, police, fire, transportation, public works and building and safety.

7.1.1 Meetings to Specify Normal and Customary Services. The City and OCOG agree to meet on at least an annual basis and, by October 1, 2025, mutually agree (in writing) on a detailed description of the Normal and Customary Services. The Parties will collaborate in good faith, exchange information relevant to the City’s provision of Normal and Customary Services, and use relevant data, including the costs of corresponding public services provided by the City for the City’s fiscal years 2022, 2023, and 2024 (which such data shall be utilized for purposes of establishing an underlying historical trend in furtherance of projecting the Normal and Customary Services). The City shall provide such relevant information and data for: (1) its fiscal year 2022 upon execution of this Agreement, (2) its fiscal year 2023 by December 31, 2023, and (3) its fiscal year 2024 by December 31, 2024.

7.1.2 Normal and Customary Services Similar to Host City. Notwithstanding 7.1, except in cases of articulable differences between the City and the City of Los Angeles (e.g., services above normal and customary levels are performed by private entities, the provision of specific services would cause a substantial adverse fiscal impact on the City that significantly and disproportionately differs from fiscal impacts resulting from prior special events held in the City, or other differentiating circumstances), the Normal and Customary Services provided by the City (and at the City’s cost and expense) shall be substantially similar to the normal and customary services—and processes for identifying such services—defined in the Games Agreement between the City of Los Angeles and the OCOG.

7.2 Enhanced City Resources Master Agreement. The City shall provide within each Games Footprint—and at the OCOG’s cost and expense, unless otherwise agreed between the Parties—public services in support of a successful 2028 Games at levels and/or ranges above those applicable to the Normal and Customary Services (the “Enhanced City Resources”). The OCOG shall negotiate with the City in good faith (by and through the City Liaison) to, by October 1, 2026, enter into one agreement, the Enhanced City Resources Master Agreement (the “ECRMA”), pursuant to which the City shall provide the Enhanced City Resources. The ECRMA shall include, among other things, terms establishing services, service levels, unit costs, rates, a repayment timeline, audit rights (including as it relates to City labor agreements), and other schedule, process, and cost estimation considerations. The rates set forth in the ECRMA will be adjusted to reflect the actual rates included in existing City labor agreements effective during the delivery of any Enhanced City Resources.

7.2.1 Agreement Administrator. The City designates the City Manager as its administrator for the ECRMA and VSAs (as defined in Section 7.4) or any other agreement pertaining to the use of Enhanced City Resources between the City and OCOG. The City Manager shall coordinate City-wide administrative oversight, budgetary control, receipt of payments for Enhanced City Resources from the OCOG, reconciliation of costs and services, and any requests which may require further approval by the City.

7.2.2 OCOG Not Obligated. For the avoidance of doubt, (i) the ECRMA (and, in turn, and as described in Section 7.4, the VSAs) shall set forth the specific Enhanced City Resources to be provided by the City, and (ii) subject to the terms of (x) City contracts in effect as of the Effective Date and (y) any Applicable Law (as defined in Section 32), nothing in this Agreement shall be construed so as to obligate the OCOG to utilize the City for the

provision of any given service in connection with the 2028 Games (other than the Normal and Customary Services), in each case of clauses (i) and (ii), for the further avoidance of doubt, without limiting Section 7.1.

- 7.3 Supplemental Matters re: ECRMA. The ECRMA shall include terms and processes with respect to (i) determining, in real-time, Enhanced City Resources required in response to mutually agreed upon categories of unplanned public health and safety incidents; (ii) Identified Venue (as defined in Section 7.4) access protocols; and (iii) other matters as may be mutually agreed to by the Parties (e.g., as and to the extent applicable, the City’s provision of necessary public services to City residents via alternative mechanisms as a direct result of the occurrence of 2028 Games events in the Games Footprints).
- 7.4 Venue Services Agreements. The ECRMA shall include material terms and processes pursuant to which the City shall provide Enhanced City Resources at certain mutually identified venues or sites that will host 2028 Games and/or 2028 Games related events (the “Identified Venues”). The Parties shall, with respect to each Identified Venue, enter into a venue services agreement that governs the specific provision of Enhanced City Resources and is consistent with the material terms and processes set forth in the ECRMA and elsewhere in this Section 7.4 (each, a “VSA”) by no later than October 1, 2027.
- 7.4.1 Identification of Enhanced City Resources at Identified Venues. The VSAs will be negotiated by the Parties and executed based on mutual consent for each Identified Venue. Each VSA will identify, among other things, (i) Enhanced City Resources to be provided by the City; (ii) to the extent not otherwise contained in the ECRMA, processes for estimating Enhanced City Resources expenses (e.g., rates and unit costs); (iii) access rights to the applicable Identified Venue; and (iv) the Games Footprint for the applicable Identified Venue. The OCOG shall coordinate the development of the VSAs with the City Manager (by and through its City Liaison), who shall, in turn, ensure coordination with any relevant City department or planning body in order to facilitate City-wide administrative oversight, budgetary control, and any requests which may require further approval by the Council.
- 7.4.2 Games Footprint. The Parties acknowledge and agree that the Enhanced City Resources to be provided under a given VSA shall be estimated based on a geographical footprint that (i) is deemed to be in effect for the periods of time that 2028 Games and/or 2028 Games related events are to occur at an Identified Venue and (ii) determines the physical boundaries of such Identified Venue with view to its specific geographic location, the events to be held at the applicable Identified Venue, and relevant characteristics of the community in which the Identified Venue is located (each such footprint, a “Games Footprint”). The Games Footprint of an Identified Venue shall be specifically defined within its VSA and established by the OCOG.
- 7.4.3 Early Planning for Enhanced City Resources and Venues. The Parties acknowledge and agree that planning for Enhanced City Resources and Identified Venues has begun prior to the execution of this Agreement and will continue through the execution of the ECRMA and VSAs.



## 7.5 Compensation.

- 7.5.1 Calculation of Compensation for Enhanced City Resources. The Parties agree that compensation for Enhanced City Resources will be calculated based on the unit and rate of a given Enhanced City Resource identified in the ECRMA and/or VSAs.
- 7.5.2 Enhanced City Resources. The Parties agree to negotiate in good faith, as part of the ECRMA, the portion of Enhanced City Resources that will be provided at the City's cost and expense.
- 7.5.3 Recession Principle. The Parties acknowledge and agree that the OCOG's compensation to the City for Enhanced City Resources shall be used to supplement Normal and Customary Services. Accordingly, should the City, in its sole discretion, decide to decrease the level and/or range of Normal and Customary Services established pursuant to Section 7.1 due to a financial recession or any other reason, the Parties acknowledge and agree that, subject to Section 7.5.2, (i) the OCOG's obligation to compensate the City for the provision of public services hereunder shall remain limited to payment for public services provided at levels and/or ranges above those established pursuant to Section 7.1 and (ii) the City shall remain solely responsible for providing public services (x) at the levels and ranges established pursuant to Section 7.1 (at the City's cost and expense) and (y) at the levels and ranges above those established pursuant to Section 7.1 and as set forth in the ECRMA and/or VSAs (at the OCOG's cost and expense, subject to Section 7.5.2).
- 7.5.4 Capital Assets Rental Principle. The City acknowledges and agrees that the OCOG shall not be responsible for the cost or reimbursement of the City's purchase or rental of any capital assets (i.e., those assets other than people) that are needed to temporarily deliver Enhanced City Resources, unless such costs are the responsibility of OCOG under the ECRMA and/or VSAs, or are otherwise preapproved by the OCOG in writing. Should the OCOG consent in writing to procurement of said capital asset(s), the OCOG will be responsible solely for the market rental rate for the use of such capital asset(s) for the period of time it is utilized to provide an Enhanced City Resource.
- 7.5.5 Time-shifting of Public Services. The Parties acknowledge and agree that City public services that are time-shifted to support 2028 Games requirements but are not otherwise provided at levels above the Normal and Customary Services established pursuant to Section 7.1.1 (e.g., the timing of certain road repairs) will not be calculated as Enhanced City Resources.
- 7.5.6 Other Mandatory Fees. As provided in Section 7.1, the OCOG shall not be required to compensate the City for any costs, fees, charges, or expenses incurred by the City in connection with Normal and Customary Services. In addition, the OCOG shall not be required to compensate the City for any administrative tasks related to the negotiation and calculation of costs of Enhanced City Resources in a VSA and/or ECRMA.
- 7.5.7 Ordinary and Customary Prices. In accordance with Section 7.5.3, and notwithstanding anything to the contrary set forth in this Agreement, the Parties acknowledge and agree that, with respect to the provision of Enhanced City Resources and any other City service or support contemplated to be provided at a cost to (or otherwise paid by) the OCOG hereunder, the City shall charge the OCOG no more than the City's ordinary and customary prices (as such ordinary and customary prices are reasonably understood as of the date hereof, subject to commercially reasonable adjustments for inflation).

- 7.6 Payment Timing and Structure. The OCOG and the City shall mutually agree on payment timing and structure terms within the ECRMA (as such terms may be further clarified in the VSAs) for any Enhanced City Resources provided prior to the 2028 Games or in support of the 2028 Games (or any other mutually agreed upon matter requiring payment by the OCOG thereunder). Without otherwise limiting this Section 7.6, the Parties acknowledge and agree that such terms shall provide for a mutually agreed upon payment schedule that reflects a customary and reasonable relationship between pace of payment and the times at which Enhanced City Resources are delivered (or the times at which any other mutually agreed upon matter requiring payment by the OCOG thereunder is undertaken).

## **Section 8. Priority Option on City Advertising Space.**

- 8.1. The City hereby confirms that it is the owner, manager, licensor, lessor, or operator of certain out of home media units, including, without limitation, static or digital billboards, bulletins, street banners, posters, spectaculars, murals, street furniture, transit displays, or any other units available for advertising display (the "City Ad Space") located within those Games-related clean zones defined as those geographically defined areas within a one (1) mile square perimeter of each of the Identified Venues, the exterior or interior of any City owned or controlled transportation system, and all major transportation corridors connecting or affording ingress and egress to and from the Identified Venues (the "Clean Zones"). In support of the parties' collective goal of hosting a successful 2028 Games, and for consideration already paid, the City hereby grants to the OCOG a priority option (the "Option") to purchase up to One Hundred Percent (100%) of the City's existing or later acquired City Ad Space located within the Clean Zones, except as otherwise prohibited by an existing Third Party Contract at the time of execution of this Agreement, during that period commencing two (2) weeks prior to the start of the 2028 Olympic Games and continuing until one (1) week following the conclusion of the 2028 Paralympic Games, which is currently contemplated to be June 30, 2028 through September 3, 2028 (the "Games Period"). The Option shall be available for exercise by the OCOG, either on behalf of itself, or the IOC, IPC, USOPC, USOPP, or their respective sponsors, retail partners, or other designees identified in writing, during the period commencing June 30, 2025 and extending through and including July 1, 2027 (the "Option Period"). For the avoidance of doubt, the parties acknowledge and agree that long-term naming rights of City facilities, including without limitation the Belmont Pool, shall not constitute City Ad Space, provided that the City acknowledges that nothing herein shall amend those certain naming rights of City facilities that have been granted to the OCOG under the Venue Guarantee (defined below in Section 19).
- 8.2. As of the Effective Date, the City represents that Exhibit B hereto contains a true and accurate list of all City Ad Space located within the Clean Zones and a description of any current contract, agreement, arrangement, license, or understanding with any third party, for example, any media operator, manager, licensor, licensee, lessor, or lessee, granting any rights in or to such City Ad Space during the Games Period (each, a "Third Party Contract"). The City agrees to conduct regular reviews of its inventory and related contracts on at least a quarterly basis during the Term and to promptly notify the OCOG of any changes to this Exhibit B upon reasonable written request from the OCOG.
- 8.3. The OCOG, at its sole discretion, shall be entitled to exercise any Option with respect to some or all of the City Ad Space and for all or any portion of the Games Period at any time (and as many times as it chooses) during the Option Period, provided the exercise of any Option must be made by way of written notice to the City or its relevant media operator on or prior to the Option End Date (each, an "Option Exercise Notice"). The City agrees that any Option exercised by the OCOG

for its own usage in furtherance of the OCOG Branding Plan, as further described in Section 20.6, shall be provided by the City free of charge to the OCOG. The City agrees that the rate per billing cycle related to the exercise of any other Option by or on behalf of any entity other than the OCOG shall be reasonable, customary and competitive in the local market for the type of media unit provided and shall be calculated based on the highest average purchase price charged by the City or its relevant media operator for each applicable unit of Ad Space for the billing cycles in reference calendar year 2024 and the first six (6) months of calendar year 2025 (“Reference Period”), plus five percent (5%) per annum, as prorated for any partial calendar year, for the period commencing July 1, 2025 and extending through June 30, 2028 (the “Ad Rates”). If any Ad Space was first developed or converted to a different medium after the commencement of the Reference Period, the relevant Ad Rate shall be calculated using a comparable unit of ad space, in the same medium and in a comparable location, as the basis for the above calculation. If there is insufficient historical data for any particular unit of Ad Space during the Reference Period, for example, where the relevant Ad Space was in existence for less than six (6) months of the Reference Period or there are insufficient comparable units to use as the basis for the calculation, and if the parties cannot agree on the applicable Ad Rate within thirty (30) days following commencement of negotiations, the parties shall select and appoint a mutually agreeable independent neutral third party out of home agency or other expert familiar with the Greater Los Angeles market to determine an applicable benchmark or range, which the parties shall then use to negotiate the applicable Ad Rate. The Parties shall undertake commercially reasonable efforts to ensure that the neutral third party adheres as closely as possible to the calculation principles set forth above in setting the relevant benchmark or range for the Ad Rate. For purposes of this calculation, “billing cycle” shall mean a standard four (4)-week billing cycle unless otherwise agreed in writing by the parties. Following the exercise of any Option, the City or its media operator shall promptly confirm the applicable Ad Rates and the relevant parties shall negotiate and sign a definitive written agreement, with commercially reasonable terms and conditions consistent with those finalized between the OCOG and other media operators operating in the greater Los Angeles region for comparable units of ad space. To the extent that the OCOG or its designee enters a direct agreement with City’s media operator or other designated agent regarding an option to purchase or the purchase of any of City’s Ad Space, that direct agreement shall control and supersede this Agreement with respect to the applicable Ad Space as of the Effective Date.

- 8.4. Following the Effective Date, if the City proposes to enter or renew any Third Party Contract, such that it will extend into any portion of the Games Period, the City shall promptly notify the OCOG and shall also first require that the applicable third party grant a priority option to the OCOG, consistent with the terms hereof. Such terms shall also be captured in any request for proposal issued by the City with respect to the use of any City Ad Space during any portion of the Games Period. If any of City’s Ad Space is already subject to a Third Party Contract for any portion of the Games Period, the City shall use commercially reasonable efforts to work with the applicable third party to make the City Ad Space temporarily available to the OCOG during the Games Period, consistent with the terms hereof, including the risk management provisions herein related to OCOG Indemnified Parties. To the extent that the City is unable to reach agreement under the terms of any Third Party Contract, or otherwise, the City covenants and agrees that it will not permit the use of any of the City Ad Space in any manner, or by any third party, which claims a false or unauthorized association with the Olympic Parties and/or the 2028 Games, or which is likely to induce in the minds of members of the public any association between any third party and the Olympic Parties by means of Ambush Marketing or otherwise, any sponsor of the OCOG, IOC, IPC, or USOPC, or which infringes the laws that protect the imagery and marks of the OCOG, the IOC, the IPC, the USOPC, or the 2028 Games.
- 8.5. To the extent any Option to City Ad Space within the Clean Zones is not exercised by OCOG,

either on behalf of itself, or the IOC, IPC, USOPC, USOPP, or their respective sponsors, retail partners, or other designees identified in writing, the City nevertheless further covenants and agrees that it will not re-sell any such City Ad Space within the Clean Zones to any third party (i) who is a direct competitor of any OCOG, IOC, IPC, or USOPC sponsor; or (ii) any third party who is reasonably likely to cause reputational harm to or embarrass OCOG, the IOC, the IPC, the USOPC, the USOPP, or their respective sponsors.

- 8.6. Following the Effective Date, to the extent permitted by law, if the City issues or renews any permit to develop or otherwise erect out of home advertising space (whether traditional, electronic, digital, building wraps, or other medium) in any of the Clean Zones, which will be available for purchase during any portion of the Games Period, the City shall also promptly notify the OCOG and shall first require that the applicable third party grant a priority option to the OCOG to purchase the applicable City Ad Space during the Games Period, consistent with the terms hereof.

### **Section 9. Priority Room Block at New City Hotel Developments.**

Following the Effective Date, if the City issues any incentives as part of any permit to develop any new hotel development within the City, the City understands and agrees that, to the extent permitted by law, it shall direct the relevant City departments to include as a community benefit in any hotel development incentive agreement an option for the OCOG to directly purchase up to Ninety Percent (90%) of the hotel's inventory for use by any Games-related stakeholders identified by the OCOG, during the period commencing June 21, 2028 and extending through and including August 31, 2028, which agreement shall be documented by way of an accommodations agreement between the developer and the OCOG on terms and conditions consistent with those finalized between the OCOG and other hotels of similar size and quality within the greater Los Angeles region (each an "Accommodations Agreement").

### **Section 10. Permitting and Zoning Needs.**

The City agrees to work in good faith with the OCOG and its applicable partners, including venue owners/operators, to streamline and provide for the timely review of any and all permitting and zoning needs for the Games, including any permitting needs required from the California Coastal Commission. The City's point of contact for such permitting and zoning needs is the City's Director of Community Development.

### **Section 11. Admissions/Ticket Tax.**

The City agrees to not subject the 2028 Games and/or constituent events to any future admissions taxes, parking taxes or related taxes and further agrees that any admissions taxes, parking taxes or related taxes in effect as of the date of this Agreement shall not be increased between the date of this Agreement and the end of the Games Period; provided, however, that the City may take whatever actions it is legally required to take in connection with tax measures put on a ballot pursuant to a voter-led petition.

### **Section 12. Other Events.**

The City hereby confirms and undertakes, to the maximum extent of its authority, that no major public or private event, conference, or other meeting which could have an impact on the successful planning, organizing, financing and staging of the Games or their public and media exposure, will take place within the City itself, or its neighborhoods, during the 2028 Games or during the

preceding or following week, without the prior written approval of the OCOG.

**Section 13. Unauthorized Street Trading.**

- 13.1. The City confirms that Long Beach Municipal Code Section 5.73.010 *et seq.* regulates street trading within the vicinity of Identified Venues. Specifically, Municipal Code 5.73.030 prohibits sidewalk vending without a permit within the City; and Municipal Code 5.73.110 imposes additional restrictions on place, time, and manner of sidewalk vending in the City, including prohibiting sidewalk vending within five hundred (500) feet of events requiring a temporary special permit issued by the City. The parties acknowledge and agree that certain provisions of the aforementioned Municipal Code sections are subject to review and possible amendment by the California Coastal Commission.
- 13.2. The City shall ensure that laws and regulations in place in the City to control unauthorized street trading within the vicinity of the Identified Venues, including, but not limited to those delineated in Section 13.1 (or laws and regulations that are substantially similar in scope), shall remain in force through the conclusion of the 2028 Games.
- 13.3. The City shall undertake best efforts to enforce any and all laws and regulations in place to control unauthorized street trading within the vicinity of Games venues, including, but not limited to, those delineated in Section 13.1 (or laws and regulations that are substantially similar in scope), to the extent not prohibited by Applicable Law.
- 13.4. To the extent additional efforts or measures are required within its jurisdiction, the City shall work with the OCOG for the 2028 Games to ensure protection of the IOC's rights and interests in relation to the 2028 Games.

**Section 14. Unfair Business Practices Protection.**

The City agrees that in cooperation with the City of Los Angeles, the OCOG and local, regional and national business, trade and service organizations, it will promote and encourage, to the extent permitted by law, the charging of ordinary and customary prices for goods and services associated within the 2028 Games within its territorial limits (including, but not limited to, hotel rates, restaurants and related services) for anyone attending the 2028 Games, including non-accredited spectators. Under California Business and Professions Code Section 17200, the City has broad authority to protect spectators and participants from unfair business practices during the Games. The City shall undertake best efforts to publicize and cooperate in the enforcement of any and all applicable laws and regulations in order to protect spectators, participants, and the OCOG from unfair business practices up to and through the conclusion of the Games.

**Section 15. Accessibility Standards.**

The City guarantees, to the maximum extent of its authority, that the accessibility standards to be applied for the 2028 Games, including for the Paralympic Games, shall include the United States' Americans with Disabilities Act and Fair Housing Act and California's Fair Employment and Housing Act, Unruh Civil Rights Act, Disabled Persons Act and Ralph Civil Rights Act. The City will cooperate with the OCOG to ensure that accessibility will be fully integrated into the planning of the 2028 Games, including the Paralympic Games, taking place within its territorial limits.

## **Section 16. Transport and Traffic.**

The City agrees (i) to work in good faith with the OCOG and 2028 Games Mobility Executives (i.e., the convening of City, regional and State transportation leaders) to help develop the 2028 Games Mobility and Transportation Plan; (ii) to comply with the 2028 Games Mobility and Transportation Plan; and (iii) that the operations of the City's transport and traffic command and control operations will be made available to support and will be integrated within the overall 2028 Games transport and traffic solution.

## **Section 17. Security.**

Consistent with the U.S. Department of Homeland Security's commitment to designate the 2028 Games a National Special Security Event, the City agrees to work in good faith with the California Olympic and Paralympic Public Safety Command, IOC, the U.S. Department of Homeland Security, and the OCOG to ensure a safe and peaceful 2028 Games.

## **Section 18. Venue Construction and Infrastructure Development Projects.**

The City agrees, to the maximum extent of its authority, that, in addition to applicable federal and state laws, all venue construction and infrastructure development projects necessary for the organization of the 2028 Games within its territorial limits will comply with local planning, construction, protection of the environment, health and safety, labor, and anti-corruption laws. These include:

- a) The Buildings and Construction Title of the Municipal Code (Title 18) (containing building and construction codes);
- b) The Zoning Title of the Municipal Code (Title 21) (containing planning laws);
- c) The Environmental Impact Chapter of the Municipal Code Administration – Administration and Personnel Title (Title 9, Chapter 2.9) (containing environmental regulations);
- d) The Sustainability City Commission Chapter of the Municipal Code – Administration and Personnel Title (Title 9, Chapter 2.38) (containing planning and environmental regulations);
- e) The Employment Discrimination Chapter of the Municipal Code – Businesses, Trades and Professions Title (Title 5, Chapter 5.09) (containing anti-discrimination protections);
- f) The Public Works Contracts and Wages Chapter of the Municipal Code – Administration and Personnel Title (Title 2, Chapter 2.87) (containing labor regulations); and
- g) The Code of Ethics Section of the Municipal Code – Administration and Personnel Title of the Municipal Code (Title 2, Chapter 2.07) (containing anti-corruption protections).

In addition, the City agrees that in no event shall any construction or development work be conducted or authorized to be conducted by the City or its Representatives within the Games Footprint during the Games Period; provided the foregoing shall not apply to necessary repairs that arise during the Games Period or requirements set forth by Applicable Laws.

## **Section 19. Venue Use Agreements.**

19.1 The Parties shall enter into a Venue Use Agreement (the “VUA”), detailing the conditions of use of the Identified Venues for the 2028 Games. The terms set forth in that certain guarantee letter re: Venue Use Guarantee – Los Angeles 2024 (G2.20 and G2.21 / Stage 2 Candidature Questionnaire Olympic Games 2024) dated on or about September 30, 2016 (the “Venue Guarantee”), attached hereto as Exhibit E, previously provided by the City in relation to the 2024 Games, shall: (i) remain in effect, (ii) be further supplemented by mutual written agreement of the Parties, and (iii) form the essential basis of the VUA which shall contain additional provisions that are reasonable and customary for venue agreements concerning the hosting of events similar to the 2028 Games events.

19.2 Any VUA executed between the OCOG and the City shall be included as an attachment to the ECRMA.

## **Section 20. OCOG Exclusive Rights.**

20.1. Olympic Marks. No license or right to the use of any Olympic- or Paralympic-related symbols, emblems, marks, designations or terminology, including (a) the words “Olympic” and “Olympiad” and “Paralympic”; (b) the symbol of the IOC, consisting of five interlocking rings, and/or (c) the symbol of the IPC, consisting of three Agitos (all Olympic or Paralympic symbols, emblems, marks, designations and terminology, collectively, the “Olympic Marks”), is granted to the City by this Agreement. In addition, the City shall refrain from creating and/or using any mark, symbols, emblems, designation or terminology that is confusingly similar to any of the Olympic Marks. The City hereby expressly acknowledges and agrees that any use of Olympic Marks in the United States is restricted by Title 36, United States Code, Section 220506, and may be used only with the prior written permission of the USOPC, the IOC, the IPC, or any of their respective Affiliates, as applicable; provided that (i) nothing contained herein shall prevent the City from negotiating or entering into separate agreements with the USOPC, the IOC, the IPC, or any of their respective Affiliates, as applicable, for the use of any Olympic Mark nor restrict the City’s use of any Olympic Mark pursuant to any such separate agreements, and (ii) if permitted by the USOPC, the IOC, the IPC, or any of their respective Affiliates, as applicable, OCOG will provide the City with an approved designation and/or terminology and, if necessary, a limited license or sublicense to use certain Olympic Marks for the purpose of enabling the City to identify the City as one of the venue cities for the 2028 Games. For purposes of this Agreement “Affiliate” means with respect to a Person, any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such initial Person. “Person” means any individual, partnership, firm, limited liability company, corporation, association, trust, unincorporated organization, governmental authority or other legal entity of any kind.

20.2. OCOG Marks. No license or right to any present or future trademark, service mark, copyrighted work or other intellectual property, including any logo, sport pictograms and/or mascot of OCOG, the USOPP, and the USOPC (all trademarks, service marks, copyrighted works and other intellectual property of OCOG, the USOPP, and the USOPC, collectively, the “OCOG Marks”) is granted to the City by this Agreement. The City expressly acknowledges and agrees that OCOG Marks are or will be protected by state and federal trademark, copyright, unfair competition and other Applicable Laws, and may be used only with the prior written permission of OCOG pursuant to a separate agreement between the Parties.

20.3. Commercial Identification Prohibitions. In no event shall the City have any right to grant, and the City hereby represents, warrants and covenants that it (or any Representative) has not entered into

and will not enter into any agreement, understanding or arrangement that grants or purports to grant, any commercial sponsorship, affiliation or other identification rights of any kind or description with respect to the 2028 Games, the Olympic Parties, this Agreement or any of the services or uses contemplated hereunder to any supplier of goods or services or to any other Person, without the prior written consent of OCOG. The City shall not make, and shall not permit any of its Representatives to make, any commercial use of the City's relationship with OCOG or the 2028 Games (whether prior to, during or after the Games Period) without the prior written consent of OCOG, including by:

- a) referring to the 2028 Games, any of the Olympic Parties, this Agreement or any of the services or uses contemplated hereunder in any sales literature, letters, business-to-business industry materials, client lists, pitch materials, press releases, website, social media, apps, brochures or other written materials, except as may be necessary to perform the City's obligations under this Agreement; or
- b) using or allowing the use of any Olympic Mark, any OCOG Mark or any other service mark, trademark or trade name that is now or may be hereafter associated with, owned by or licensed by any of the Olympic Parties, in connection with any service or product; or
- c) contracting with or receiving money or anything of value from any Persons to facilitate such Persons obtaining any type of commercial identification, advertising or visibility in connection with the 2028 Games.

For purposes of this Agreement, "Representatives" means, with respect to any Person, such Person's Affiliates, directors, trustees, officers, employees, volunteers, contractors, subcontractors, vendors and other agents, sponsors, advisors, consultants and representatives (including, solely with respect to the OCOG, the IOC, the IPC, the USOPC and any other Olympic Parties and their respective Representatives).

"Olympic Parties" means the Olympics, the IOC, the IPC, the USOPC, USOPP, other host city organizing committees, their Affiliates, and the entities or companies now existing or to be created, owned or controlled (directly or indirectly) by the foregoing entities, including, The Olympic Foundation for Culture and Heritage, IOC Television & Marketing Services S.A., Olympic Channel Services S.A., Olympic Channel Services S.L., and Olympic Broadcasting Services S.A.

- 20.4. License of City's Likeness, City Logos, Names and Marks. For the purposes of: (a) broadcasting, telecasting or otherwise distributing any depiction of the 2028 Games, the Test Event(s) and the Special Event(s) through any materials or media platforms operated directly or indirectly by the Olympic Parties, their affiliates, or any third parties such as broadcasters, social media networks, International Federation of Relevant Sport, NOCs, and other partners, (b) identifying the location of the 2028 Games, the Test Event(s) and the Special Event(s), (c) providing map and way-finding information, (d) planning, developing, advertising, promoting, supporting, organizing, hosting, staging or otherwise implementing the 2028 Games, Test Event(s), and Special Event(s) (including, without limitation, through marketing materials, advertising, brochures, pamphlets, magazines, websites, videos, shows, episodes, social media, audiovisual presentations, or billboards), (e) promoting and creating educational materials regarding the 2028 Games, Test Event(s), and Special Event(s), generally, (f) making any presentations (in any format) to other Olympic Parties or any International Federation of Relevant Sport or National Governing Body of Sport, and (g) any other commercial or non-commercial purpose in connection with the 2028 Games, the City hereby grants to OCOG and the other Olympic Parties, and their successors and assigns, a perpetual, royalty-free, worldwide, non-exclusive and irrevocable right and license (including sub-license rights and



without any restriction of time or territory):

- a) to use, distribute and exploit any name, image, likeness, drawing, replica, model, rendering, photograph or other visual, auditory, or symbolic representative reproduction (each, a “City Likeness”) of the City, or any portion thereof, in any medium, format, or technology, whether now existing or hereafter created, for any lawful purpose in connection with the 2028 Games, all of which may be used, reused, edited, translated, combined, modified, presented, displayed, reproduced, made the subject of derivative works, adapted, broadcasted, published, republished, posted, transmitted and distributed, publicly or otherwise, for use in connection with the 2028 Games, in the Olympic Parties’ sole discretion (with the Olympic Parties having no obligation to actually use any City Likeness in any way);
- b) to use any and all of a City’s symbols, emblems, marks, logos, trademarks and service marks, or any part thereof, including the name of the City (the “City Marks”), in any medium, whether now known or hereafter created; and
- c) to (i) use, reuse, edit, translate, combine, modify, present, make the subject of derivative works, reproduce, adapt, broadcast, publish, republish, post, transmit, distribute and publicly display any and all video or photographic work(s) that feature or otherwise include any City Likeness that the City or any of its Representatives may provide or otherwise make available to the Olympic Parties from time to time (collectively, “Provided Works”), including, without limitation, in connection with any public or private promotional campaign related to the 2028 Games, in print, marketing materials, advertising, brochures, pamphlets, magazines, websites, videos, shows, episodes, social media, audiovisual presentations, or billboards, and by any other means or medium, whether now known or hereafter created; and/or (ii) to couple the Provided Works with other materials and/or content prepared by or on behalf of the Olympic Parties and to crop or retitle them as any Olympic Party deems appropriate, in its sole discretion. The City represents and warrants to the Olympic Parties that the City owns the entire copyright to each of the Provided Works.

For the avoidance of doubt, “Test Event(s)” means an event scheduled or conducted by the OCOG, venue owner and/or other Representatives or Persons designated by the OCOG, in its sole discretion, to test the technical and operational systems of an Identified Venue, the use of an Identified Venue for the Games events, or perform certain other readiness activities. “Special Event(s)” means an event held in connection with the Games (e.g., concerts and ceremonies and other live events) during the Use Periods set forth at Exhibit G, including those that are anticipated to occur at any Identified Venue.

#### 20.5. Prevention of Ambush Marketing and Other Infringing Activities.

- a) In addition, the City shall (i) cooperate with OCOG to prevent Ambush Marketing within the City, and any adjacent land owned, operated or controlled by the City or any of its Affiliates, in each case, at any time during the Exclusive Use Period (and any Test Event), (ii) immediately notify OCOG should the City become aware of any such Ambush Marketing, and (iii) use good faith efforts to take appropriate measures as are necessary to protect the commercial sponsors of the IOC, IPC, USOPC, and/or OCOG’s (“Games Sponsors”) rights from any Ambush Marketing.
- b) OCOG shall have the right to take appropriate legal action against any Person that engages in Ambush Marketing, and the City hereby agrees to use its best efforts to cooperate with

OCOG (and take such reasonable actions as may be requested by OCOG in pursuing such legal action). Any measures, steps or actions taken by the City under this Section 20.5 at the request of OCOG shall be at OCOG's sole cost and expense (unless the activities set forth above are due to the actions or omissions of the City or any of its Representatives).

c) "Ambush Marketing" means any or all of the following:

1. any non-Games partner/sponsor company's use of creative means or efforts to generate any false association with the 2028 Games and Olympic Parties, whether through the use of protected Olympic Marks or not;
2. any non-Games partner/sponsor company's infringement of any Applicable Law, rule or regulation that protects the use of the Olympic Marks and other Olympic and Paralympic imagery and indicia; and
3. any other action or activity of any non-Games partner/sponsor company that intentionally or unintentionally interferes with, undermines, encroaches, compromises, curtails, infringes or ambushes, the legitimate marketing activities and rights of the 2028 Games sponsors.

20.6. City Beautification and Branding. Notwithstanding the foregoing, in the months leading up to and during the Games, the City, at the City's sole cost and expense, may implement the OCOG cross-city branding plan ("OCOG Branding Plan") in and around the City on property and inventory controlled by the City. The OCOG Branding Plan shall be developed by OCOG in its sole discretion and communicated to the City with reasonable advance notice. The OCOG Branding Plan may include, but shall not be limited to, production and display of banners, bus wraps, billboards, and other signage identifying and celebrating OCOG and the Games.

## **Section 21. Risk Management.**

21.1. Insurance. The Parties acknowledge that, in accordance with the Games Agreement between the OCOG and the City of Los Angeles, the OCOG does and will obtain and maintain, at its own cost, insurance policies in accordance with prudent commercial best practices, taking into account the experience of past Olympic Games. The Parties intend that specific insurance requirements shall be negotiated and evidenced by the ECRMA, or VSAs, or other related agreements. The Parties acknowledge that the City, on behalf of itself and its departments and agencies, does and will obtain and maintain, at its own cost, insurance policies through a municipal risk pool.

21.2. Insurance Policies. The Parties shall cooperate in good faith to designate each other as either an additional insured, interest, payee, or beneficiary on applicable insurance policies related to their respective obligations hereunder, including any indemnification obligations, and under any subsidiary agreement contemplated hereunder, including but not limited to the Enhanced City Resources Master Agreement. As applicable, such subsidiary agreements shall specify required insurance coverages and terms applicable to the services or other performance obligations contemplated thereunder.

## **Section 22. Event of Default.**

22.1. City Event of Default. The occurrence of any of the following events shall constitute an event of default of the City for purposes of this Agreement (each, a "City Event of Default"):

- 22.1.1 any failure by the City to perform any of its obligations under this Agreement (except those referenced in Section 22.1.2 for which the provisions thereof shall apply) where such failure continues for more than thirty (30) days after OCOG's written notice thereof to the City; provided that if the nature of the default is such that it cannot be reasonably cured within such thirty (30) day period, the City shall not be deemed to be in default if it timely commences cure within such thirty (30) day period and diligently proceeds to cure such default within a reasonable time period acceptable to OCOG after receipt of OCOG's written notice; or
- 22.1.2 any failure by the City to perform any of its obligations under Section 26.1 or Section 20 where such failure continues for more than three (3) Business Days after OCOG's written notice thereof to the City. "Business Days" means any day except any Saturday, Sunday, or legal holiday in the State of California.
- 22.2. OCOG's Remedies. Upon the occurrence of any City Event of Default, OCOG shall have the option to pursue any of the following remedies:
- a) OCOG shall have the right, but not the obligation, to perform any obligation of the City, hereunder, and the City shall promptly reimburse OCOG for all costs and expenses incurred by OCOG or its representatives in connection with such performance; provided that OCOG may, at OCOG's option, elect to offset such cost and expenses against any amounts that would otherwise be payable to the City under this Agreement;
  - b) OCOG shall have the right upon written notice to the City to terminate this Agreement in accordance with Section 25.1; or
  - c) OCOG shall at all times have the rights and remedies (in addition to those rights and remedies available under this Section 22.2, at law, in equity or pursuant to another provision of this Agreement), to seek declaratory, injunctive or other equitable relief, and specifically enforce this Agreement.
- 22.3. City Event of Default during Exclusive Use Period. City acknowledges and agrees that the organization and staging of the 2028 Games is a time-critical event, for which numerous decisions must be made and implemented immediately. Therefore, notwithstanding anything to the contrary contained in this Section 22.3 or any other provision of this Agreement, City acknowledges and agrees that upon the occurrence of any City Event of Default within sixty (60) days prior to, or at any time during, the Exclusive Use Period, OCOG shall have the immediate right, but not the obligation, to cure such City Event of Default and to take any and all actions as OCOG deems necessary or appropriate to enable fulfillment of the defaulted obligation hereunder and/or satisfaction of the IOC Requirements. OCOG shall use commercially reasonable efforts to notify City of such City Event of Default and the intended curative actions, but failure to deliver such notice shall not prevent the taking of any such curative action. City agrees to reimburse OCOG promptly for all costs and expenses incurred by OCOG or its representatives in connection with such curative actions; provided that OCOG may, at OCOG's option, elect to offset such cost and expenses against any amounts that would otherwise be payable to City under this Agreement.
- 22.4. OCOG Event of Default. The occurrence of any of the following events shall constitute an event of default of the OCOG for purposes of this Agreement (each, an "OCOG Event of Default"):
- 22.4.1. any failure by the OCOG to perform any of its material obligations under this Agreement where such failure continues for more than thirty (30) days after City's written notice thereof

to the OCOG; provided that if the nature of the default is such that it cannot be reasonably cured within such thirty (30) day period, the OCOG shall not be deemed to be in default if it timely commences cure within such thirty (30) day period and diligently proceeds to cure such default within a reasonable time period acceptable to the City after receipt of City's written notice.

- 22.5. City's Remedies. Upon the occurrence of any OCOG Event of Default, City shall at all times have the option to pursue any legally available rights and remedies including without limitation declaratory, injunctive or other equitable relief, and specifically enforce this Agreement.
- 22.6. Cumulative Rights. For avoidance of doubt and further to Section 48, the rights and remedies of the Parties under this Section 22 are not exclusive, but rather shall be cumulative and in addition to any and all other remedies available to the Parties, whether under this Agreement, in equity or at law, and may be pursued successively or concurrently as each Party may elect, without any notice or demand whatsoever. The exercise of any remedy by a Party shall not be deemed an election of remedies or preclude that Party from exercising any other remedies in the future.

### **Section 23. Dispute Resolution.**

#### 23.1. Dispute Resolution and Waiver of Jury Trial.

23.1.1 Dispute Resolution. Both Parties shall undertake to reach an amicable settlement in cases of any dispute arising out of this Agreement ("Dispute"). Any dispute involving breach (or alleged breach) of, or controversy or claim arising out of or relating to, this Agreement (including the interpretation or invalidity of any of its terms) or fraud of the Parties hereto (any of the foregoing, a "Dispute"), will be resolved in accordance with the procedures specified in Exhibit C (Dispute Resolution) hereto, which will be the sole and exclusive procedure for the resolution of any such Dispute, except that a Party, without prejudice to such procedures, may file a complaint to seek preliminary injunctive or other provisional judicial relief if such Party determines, in its sole discretion, that such action is necessary to avoid irreparable damage or to preserve the status quo, provided that the Parties will continue to participate in good faith in the procedures specified in Exhibit C hereto; and provided further that nothing in this Section 23.1 shall be construed to limit or restrict a Party's rights under Section 50.2. Other than OCOG Indemnified Parties and the City Indemnified Parties, no person or entity who is not a party to this Agreement shall be bound by this Section 23.1.1.

23.1.2 Waiver of Jury Trial. Each of the Parties hereto knowingly, voluntarily, and intentionally waives any and all rights to a trial by jury in respect of any Causes of Action (as defined in Section 31.1.3) based hereon, or arising out of, under, or in connection with, this Agreement or any of the transactions contemplated hereby. Each of the Parties hereto acknowledges and agrees that it has received full and sufficient consideration for this Section 23.2.2, which is a material inducement for the other Party entering into this Agreement.

- 23.2. Injunctive Relief. The City acknowledges that Olympic- and Paralympic-related marks (including designation(s), logo(s) and any other Olympic- and Paralympic-related intellectual property) possess special, unique and extraordinary characteristics that may make difficult the assessment of monetary damages that would be sustained as a result of the of the City's unauthorized use or misappropriation thereof. The City recognizes that irreparable injury would be suffered by the OCOG and/or the IOC in the event of the City's unauthorized use or misappropriation of Olympic

or Paralympic-related marks, and therefore agrees that, notwithstanding the OCOG's and IOC's right to exercise any available remedy, in such event the OCOG and/or IOC shall have the right to obtain from any court of competent jurisdiction, injunctive and other equitable relief as appropriate. If the OCOG and/or IOC seeks injunctive or other equitable relief in the event of a breach or threatened breach of this Agreement by the City involving unauthorized use of Olympic- or Paralympic-related marks (including the designation(s), logo(s) and any other Olympic- or Paralympic-related intellectual property), the City shall not allege in any such proceeding that the OCOG's and/or IOC's remedy at law is inadequate. If the OCOG and/or IOC seeks any equitable remedies (including injunctive relief), it shall not be precluded or prevented from seeking remedies at law, nor shall the OCOG and/or IOC be deemed to have made an election of remedies.

- 23.3. The City hereby expressly waives the application of any legal provision under which the City may claim immunity against any lawsuit, arbitration, or other legal action which is initiated by the OCOG Indemnified Parties (as defined in Section 24.1). Such waiver shall apply not only to the jurisdiction but also to the recognition and enforcement of any judgment, decision, or arbitral award.

#### **Section 24. Indemnification.**

- 24.1. Indemnities by the City. The City shall indemnify, defend and hold harmless OCOG, the other Olympic Parties, the City of LA, the State of California, and each of their respective Representatives (collectively, the "OCOG Indemnified Parties") from and against any and all claims incurred by any OCOG Indemnified Party in connection with, arising out of, or resulting from (a) any grossly negligent act or omission or willful misconduct by City Indemnified Parties in connection with this Agreement, (b) any breach of any of the City's representations, warranties or covenants under this Agreement, (c) any defect in the structure, design or layout of the public service, (d) any claim that relates to the negligent performance of any public services by the City or its Representatives, or (e) any claim by any sponsor (including any naming rights sponsor), advertiser, concessionaire, or customer, contractor or licensee of the City or any of its Affiliates; provided that the foregoing indemnification provisions shall not apply to the extent that any claim arises out of or results from any negligent act or omission of OCOG or any of its Representatives. The indemnification obligations of the City under this Section 24.1 shall survive any expiration or earlier termination of this Agreement.
- 24.2. Indemnities by the OCOG. The OCOG shall indemnify and hold harmless the City and each of its respective Representatives (collectively, the "City Indemnified Parties") from and against any and all claims incurred by the City Indemnified Parties in connection with, arising out of, or resulting from (a) any grossly negligent act or omission or willful conduct by OCOG Indemnified Parties in connection with this Agreement, or (b) any breach of the OCOG's representations, warranties or covenants under this Agreement; provided that the foregoing indemnification provisions shall not apply to the extent that any claim arises out of or results from any negligent act or omission of City or any of its Representatives. The indemnification obligations of the OCOG under this Section 24.2 shall survive any expiration or earlier termination of this Agreement.
- 24.3. Duty to Mitigate. Any Person that has incurred Indemnifiable Claims that are subject to the indemnification obligations of Sections 24.1 or 24.2 shall take all commercially reasonable steps to mitigate damages in respect of such Indemnifiable Claims in any manner that it deems reasonably appropriate, and the costs of such mitigation shall constitute Indemnifiable Claims.

## **Section 25. Termination.**

- 25.1. OCOG's Termination Right. This Agreement may be terminated by OCOG without penalty or other liability, at any time, by providing at least thirty (30) days' prior written notice to the City, (a) for any or no reason up until the date that is one (1) year prior to the commencement date of the Games Period, in OCOG's sole and exclusive discretion; or (b) pursuant to the terms of Section 22.2 and Section 40.
- 25.2. Effect of Termination. From and after any termination of this Agreement in accordance with its terms, all rights, covenants and obligations of performance by the Parties (except for those rights and obligations that are expressly stated to survive termination, including those contained in Sections 24.1, 24.2, 33, and Exhibit C) shall immediately terminate; provided that no termination of this Agreement shall alter any of the claims of either Party for any breach of this Agreement occurring prior to such termination, and the obligations of the Parties with respect to such breaches (including those giving rise to such termination) shall survive such termination. Except as expressly set forth herein, neither Party shall be obligated to pay the other any cost, fee, premium or penalty as a result of any termination of this Agreement.

## **Section 26. General Provisions.**

### **26.1. Sustainability and Social Responsibility.**

- 26.1.1 The City hereby acknowledges that it is the goal of OCOG, the IOC, and the IPC to encourage and support a responsible concern for environmental issues, to promote sustainable development and operation in sport and to require that the 2028 Games be conducted in a manner consistent with these values. To that end, the City agrees to cooperate with, and to cause all of the City's Representatives to cooperate with, OCOG in its efforts to achieve the foregoing values, including by (i) engaging in reasonable efforts to reduce waste, increase energy efficiency, minimize pollution, and conserve water and other resources, and (ii) any other reasonable sustainable sourcing guidelines, energy policies or environmental policies, including OCOG's Impact & Sustainability Policy and Plan, communicated by OCOG until expiration or earlier termination of this Agreement. The City shall also reasonably cooperate with OCOG in reporting any data or other metrics related to its sustainability measures and the Games' impact to OCOG for OCOG's internal research, recordkeeping and public reporting purposes.
- 26.1.2 OCOG is committed to delivering an inclusive and socially responsible 2028 Games experience for all athletes, fans, partners, and the surrounding community. The OCOG prioritizes diversity and inclusion in the conduct of its business at all levels of its organization and also enforces a policy of zero-tolerance for harassment, discrimination, or racism. To that end, the City agrees to comply with all Applicable Laws prohibiting discrimination and harassment in the workplace and the conduct of its business and to engage in reasonable efforts to adopt similar policies of inclusion, anti-racism and human rights as those embraced by OCOG.
- 26.1.3 In its performance of this Agreement, the City shall not, and shall use its best efforts to cause its Representatives and Personnel not to, (a) discriminate or permit discrimination against any Person because of race, creed, color, religion, national origin, gender, age, military status, sexual orientation, marital status or physical or mental disability; or (b) refuse to hire or promote, or discharge or demote, or discriminate in matters of compensation against any Person otherwise qualified, solely because of that Person's race,

creed, color, religion, national origin, gender, age, military status, sexual orientation, marital status or physical or mental disability.

26.1.4 In fulfillment of Section 7.2 of the Host City Contract, which Host City Contract includes the financial responsibilities of the Host City, the Host NOC (as defined in the Host City Contract – Principles) and the OCOG, the OCOG has entered into a Youth Sports Partnership Agreement with the Host City. The OCOG will not enter into any such youth sports partnership, or any comparable partnership, with any other cities (except for the Host City) that will be hosting one or more 2028 Games related events.

**Section 27. Postponement or Cancellation of the 2028 Games.**

27.1. Postponement or Cancellation of the 2028 Games. Notwithstanding anything to the contrary herein, in the event the 2028 Games are rescheduled, postponed, cancelled, or relocated outside of the City of LA, or any venue in the City of Long Beach is removed from the OCOG’s Venue Plan due to a decision by OCOG, the IOC, the IPC, and the USOPC, OCOG shall provide prompt written notice thereof to the City. Upon the City’s receipt of such notice that the 2028 Games have been rescheduled or postponed to a new date occurring on or prior to December 31, 2029 (the “Adjusted Games Dates”), the Parties shall: (a) to the extent reasonably possible, proportionately adjust the dates of performance and any other terms and conditions of this Agreement to align with the Adjusted Games Dates; and (b) engage in reasonable efforts to mitigate any associated harm to OCOG, the City, the City of LA and the State of California, to the extent reasonably possible, including by taking reasonable corrective measures. Notwithstanding the foregoing, in the event that the Adjusted Games Dates cover at least part of the former Games Period, the guarantee previously provided by the City for that part of the former Games Period shall nevertheless be upheld by the City, unless otherwise excused in writing by OCOG. The Parties shall document all revised terms for the Adjusted Games Dates by way of written amendment to this Agreement pursuant to Section 36, and this Agreement, as amended, shall continue in full and force effect to apply to the Adjusted Games Dates. In the event that the 2028 Games are postponed until after January 1, 2030, cancelled in their entirety or relocated outside of the City of LA, OCOG shall provide prompt written notice thereof to the City, and this Agreement shall be terminated without penalty as of the date of notice, without further liability to either Party, except OCOG shall receive a refund of all monies paid in advance for any benefits not received due to such termination.

**Section 28. Cooperation; Further Assurances.** The Parties acknowledge that the success of the 2028 Games requires cooperation of the Parties at all times and that each Party shall use its best efforts to keep the other fully informed in a timely manner as to the progress of their plans and activities, any particular difficulties and issues encountered by them, any changes in plans and any other information that might affect the obligations of the other Party under this Agreement. Each Party agrees to, with reasonable diligence, do all such things, provide all such assurances and assistance and execute and deliver such other documents or instruments as may be reasonably required to give effect to the terms and purpose of this Agreement and to carry out its provisions.

**Section 29. Authority of City.** The City hereby represents, warrants and covenants to OCOG that, as of the Effective Date and at all times during the Term: (a) it has and will continue to have all necessary power and authority to enter into this Agreement and to perform its obligations hereunder; (b) the execution of this Agreement by it and the performance by it of its obligations hereunder have been duly authorized by all necessary action; (c) any governmental or third party consents or approvals necessary for the due and valid execution, delivery and performance by the City of this Agreement have been obtained and are and will continue to be in full force and effect; (d) this Agreement has been duly executed and delivered by the City and is and will continue to be

a valid and binding obligation of the City, enforceable against it in accordance with its terms, subject to bankruptcy and similar laws of general application relating to or affecting creditors' rights and to general equity principles; and (f) the execution, delivery and performance of this Agreement will not result in the breach of or default under (or with notice or passage of time would constitute a breach of or default under) any agreement, understanding or contract with any Person.

**Section 30. Notices.** All notices, requests, consents and demands shall be given to or made upon the Parties at their respective addresses set forth on Exhibit A (Notice Information), or at such other address as either Party may designate in writing delivered to the other Party in accordance with this Section 30. Unless otherwise agreed in this Agreement, all notices, requests, consents and demands shall be given or made by personal delivery, by confirmed air courier, by electronic mail, or by certified first-class mail, return receipt requested, postage prepaid, to the Party addressed as aforesaid. If sent by confirmed air courier, such notice shall be deemed to be given upon the earlier to occur of (a) the date upon which it is actually received by the addressee and (b) the business day upon which delivery is made at such address as confirmed by the air courier (or if the date of such confirmed delivery is not a business day, the next succeeding business day). If mailed, such notice shall be deemed to be given upon the earlier to occur of (x) the date upon which it is actually received by the addressee and (y) the second business day following the date upon which it is deposited in a first-class postage-prepaid envelope in the United States mail addressed as aforesaid. If given by electronic mail, such notice shall be deemed to be given upon the date it is delivered to the addressee by electronic mail, regardless of whether any subsequent copy is sent or received.

**Section 31. Relationship of Parties.** Each of OCOG and the City shall be solely responsible for its own duties and obligations under this Agreement and shall be deemed to be an independent contractor contracting at arms' length with the other Party. Neither the City nor OCOG shall be deemed to have guaranteed performance by, or to be jointly liable, for the obligations of the other Party under this Agreement or otherwise (except as and to the extent expressly agreed by both Parties in a separate writing). Nothing contained in this Agreement shall (a) be deemed to create any agency, partnership or other similar relationship between the Parties; and (b) authorize or permit either Party to represent or otherwise hold out itself or any of its Representatives to be an agent, employee or partner of the other Party.

31.1. No Obligations for Unrelated Parties. It is expressly understood and agreed by the City that:

31.1.1 None of the City of Los Angeles, the State of California, the IOC, the IPC, the USOPC, the USOPP or any of their respective Representatives, nor any Representative of OCOG (all of the foregoing, collectively, "Unrelated Parties") shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with or arising out of this Agreement or any subsequent agreement between the Parties relating to the subject matter hereof;

31.1.2 Without limiting the foregoing, neither OCOG nor the City shall be deemed to be an agency, instrumentality, joint venture, or agent of any Unrelated Party; and

31.1.3 The City, for itself and its successors and assigns, hereby irrevocably waives and releases, and hereby agrees and covenants to refrain from bringing or causing to be brought, any claims, demands, action, suits or other proceedings, whether at law or in equity, or whether before a court, arbitration panel, agency board or other body, against any Unrelated Party on account of any and all rights, demands, damages, claims, actions, causes of action, duties or breaches of duty, known or unknown, existing, pending, accrued or unaccrued (each, a "Cause of Action"), that the City has, claims to have or may have against any



Unrelated Party, to the extent any such Cause of Action arises from or relates to this Agreement.

31.1.4 The City acknowledges and agrees that it has no right of recovery of any kind against the USOPC, the USOPP, and the IOC or any of their Representatives under this Agreement, and that the sole and exclusive recourse or remedy by the City for any Cause of Action under this Agreement shall be against the assets of OCOG only. The USOPC, the USOPP, and the IOC shall be a third-party beneficiary of this Section 31 with full rights of enforcement thereof.

31.1.5 The provisions of this Section 31.1 shall survive any expiration or earlier termination of this Agreement.

**Section 32. Compliance with Laws.** During the Term, the City and OCOG shall each comply with, and shall each cause their respective Representatives to comply with, all applicable laws, including all federal, state, local and municipal laws, statutes, ordinances, orders, decrees, regulations, permits, guidance documents, policies and other requirements of governmental authorities, including but not limited to, environmental laws and any laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees (collectively, “Applicable Law”), in each case, to the extent relating to this Agreement. The City and OCOG hereby agree to promptly disclose in writing to the other Party any information obtained by the City or OCOG, as applicable, relating to any actual, potential or alleged non-compliance by the City or OCOG, as applicable, or any of its Representatives, with any Applicable Law.

**Section 33. Confidentiality.** While recognizing that documents provided to the City are generally public documents subject to the California Public Records Act, OCOG may on its own initiative and its own expense seek recourse of the courts to prevent the release of documents or information that it deems confidential and not subject to public disclosure. Without limiting the foregoing, (i) the City shall not discuss the terms of this Agreement or the planned use of the City’s venues for the Games with any member of the media without the prior written consent of OCOG, and (ii) neither party shall issue any press release or make any other public statement concerning the terms of this Agreement without the prior written consent of the other party; provided that nothing in this Section 33 shall be deemed to prevent OCOG from making any statement regarding its intended use of the City’s venues as part of the 2028 Games; and provided, further, that nothing in this Section 33 shall restrict the City in its capacity as a governmental authority, including in connection with any public hearings, meetings, testimony, or written or oral reports necessary for the approval or administration of this Agreement. The provisions of this Section 33 shall survive any termination of this Agreement for a period of five (5) years.

**Section 34. Retention of Records and Inspection.** The Parties shall maintain all records, including records of financial transactions, pertaining to the performance of this Agreement, in accordance with its normal and customary business practices; provided, however, these records shall be retained during the Term and for a period of three (3) years following the expiration of the Term (or with respect to OCOG, until such time as OCOG is dissolved) (“Record Retention Period”). Said records shall be subject to examination and audit by authorized Representatives of the Parties during the Record Retention Period upon reasonable prior notice to the other Party. The provisions of this Section 34 shall survive any expiration or earlier termination of this Agreement.

**Section 35. Assignment and Delegation.** The City may not assign or in any manner transfer any of its rights or delegate any of its obligations under this Agreement without prior written notice to OCOG. The City may delegate any of its obligations to any operator or manager of the City Services upon

prior written notice to, and the prior approval of, OCOG; provided, no such delegation shall relieve the City of its obligations under this Agreement. OCOG may freely assign any of its rights and may delegate any of its obligations to any other assignee of, or successor to, all or part of the business of OCOG, including the IOC and IPC upon completion of the 2028 Games. Subject to the limitation set forth in the first sentence of this Section 35, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

**Section 36. Amendment; Waiver.** Subject to written approval by the IOC, the terms and provisions of this Agreement shall be binding upon the Parties and may not be amended, modified, or waived, except by an instrument in writing signed by each of the Parties. No action or inaction by either Party shall be deemed to constitute a waiver by such Party of any compliance by the other Party with any representation, warranty or covenant contained in this Agreement. Neither the waiver by any Party of a breach of or default under any of the provisions of this Agreement, nor the failure of any Party to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder shall thereafter be construed as a waiver of any subsequent breach or default or as a waiver of any other provisions, rights or privileges hereunder. No failure or delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

**Section 37. Headings.** The Section and Exhibit headings herein are for convenience and reference only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

**Section 38. Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto (including, for the avoidance of doubt, the Venue Guarantee).

**Section 39. Non-Recourse.** No obligation of the OCOG or the City under this Agreement constitutes an obligation of, and no recourse, claims, actions, rights to sue, or other remedies shall be had against, any trustee, director, officer, employee, volunteer, agent, consultant, member, attorney, representative, or independent contractor of the OCOG or the City for any obligations arising out of this Agreement. No trustee, director, officer, employee, volunteer, agent, consultant, member, attorney, representative, or independent contractor of the OCOG or the City shall have any personal liability or obligation for any act or omission of the OCOG or the City, whether arising out of this Agreement or otherwise in connection with any of the transactions contemplated hereby or thereby or any other matter related to the 2028 Games.

**Section 40. IOC Approval Required.** This Agreement and terms hereof shall be subject to approval by the IOC ("IOC Approval"). The City acknowledges that OCOG shall seek IOC Approval. The City shall use its best efforts to cooperate with and support OCOG in obtaining IOC Approval. Notwithstanding anything to the contrary in this Agreement, the City shall not be entitled to revoke or otherwise withdraw any of its offers or potential obligations under this Agreement prior to (or after) the receipt of IOC Approval. In the event IOC Approval is not obtained for any reason within 12 months of the date this Agreement is executed, this Agreement shall automatically terminate, unless otherwise agreed between the Parties in writing.

**Section 41. Primacy of the IOC Requirements.** Notwithstanding anything to the contrary set forth in this Agreement, to the extent any term or provision of this Agreement conflicts, or is inconsistent, with any IOC Requirement, such IOC Requirement will govern and control. In the event such IOC Requirement would result in a substantial adverse fiscal impact on the City that significantly and disproportionately differs from fiscal impacts resulting from prior special events held in the City,

then the Parties shall work in good faith to seek to modify such IOC Requirement(s); provided that if the IOC does not agree to modify such IOC Requirement, such costs shall be borne by the OCOG. In accordance with the IOC Requirements, the City specifically agrees to abide by the terms of the additional IOC covenants set forth on Exhibit D (Additional IOC Covenants). "IOC Requirement" means, collectively, the Olympic Charter and the Host City Contract, each as amended, supplemented or otherwise modified from time to time.

**Section 42. Olympic Charter and Host City Contract.** The City agrees to respect the Olympic Charter and that it will take all necessary measures when practical in order that the City of Los Angeles and the OCOG fulfill completely their obligations under the Host City Contract and other relevant agreements with the IOC.

**Section 43. Severability.** Upon execution by the Parties, each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law. If any term or provision of this Agreement, or the application thereof to any Person or circumstance, shall be held invalid or unenforceable to any extent in any jurisdiction, then, as to such jurisdiction, the remainder of this Agreement (including the application of such term or provision to Persons or circumstances other than those as to which such term or provision is held invalid or unenforceable in such jurisdiction) shall not be affected thereby. Any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by Applicable Law, the Parties to this Agreement hereby waive any provision of any Applicable Law that renders any provision of this Agreement unenforceable in any respect.

**Section 44. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Any counterpart or other signature delivered by .pdf or other electronic transmission (including DocuSign) shall be deemed for all purposes as being good and valid execution of this Agreement by the applicable Party.

**Section 45. No Third Party Beneficiary.** Except as expressly provided herein, no third party is intended to be, or shall be deemed to be, a beneficiary of any provision of this Agreement.

**Section 46. Governing Law.** This Agreement shall be construed in accordance with, and governed by the substantive laws of, the State of California, without reference to principles governing choice or conflicts of laws. This Agreement will be interpreted without reference to any law, rule, or custom construing this Agreement against the Party which drafted this Agreement.

**Section 47. Time of the Essence.** With respect to all dates and time periods in or referred to in this Agreement, time is of the essence.

**Section 48. Cumulative Rights.** Except as expressly set forth in this Agreement, the rights and remedies provided by this Agreement are cumulative and are in addition to any other rights the Parties may have by law, or otherwise, and the use of any one right or remedy by any Party shall not preclude or waive its right to use any or all other remedies.

**Section 49. Right to Enforce Strictly; Specific Performance.**

49.1. Right to Enforce Strictly. Notwithstanding any law, usage or custom to the contrary, the City and OCOG shall at all times have the right to enforce each of the provisions of this Agreement in strict accordance with its terms. If, at any time, the City or OCOG (as the case may be) fails to enforce, or otherwise elects not to enforce, any provision of this Agreement or any right or remedy of the

City or OCOG (as the case may be) with respect thereto strictly in accordance with its terms, such failure or election shall not constitute, and shall not be construed as creating, any custom or course of dealing in any way or manner contrary to any provision of this Agreement or as having in any way or manner modified the same.

- 49.2. Specific Performance. It is acknowledged and agreed that OCOG will suffer immediate and irreparable harm in the event of a breach or attempted or threatened breach of this Agreement by the City of any of the City's obligations hereunder and that OCOG will not have an adequate remedy at law. Accordingly, the City hereby acknowledges and agrees that OCOG shall, in addition to the remedies set forth herein and any other remedy available to OCOG at law or in equity, be entitled to temporary, preliminary and permanent injunctive relief and a decree for specific performance in the event of any such breach or threatened or attempted breach, without the necessity of showing any actual damage or irreparable harm or the posting of any bond or furnishing of any other security.

**Section 50. Interpretation.** References in this Agreement to any gender include references to all genders, and references to the singular include references to the plural and vice versa. Unless the context otherwise requires, the words "include," "includes," and "including" when used in this Agreement shall be deemed to be followed by the phrase, "without limitation." Unless the context otherwise requires, references in this Agreement to Sections, Annexes, Exhibits, and Schedules shall be deemed to be references to Sections of, and Annexes, Exhibits and Schedules to this Agreement. Unless the context otherwise requires, the words "hereof," "hereby," and "herein," and words of similar meaning when used in this Agreement refer to this Agreement in its entirety and not to any particular Section or provision of this Agreement.

*[The remainder of this page has intentionally been left blank; signature pages and exhibits follow]*

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives and affixed as of the date of signature of the Parties:

**CITY OF LONG BEACH**

By: \_\_\_\_\_  
THOMAS B. MODICA, City Manager  
by April Walker, Assistant City Manager

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

Richard Anthony, Principal Deputy City Attorney

\_\_\_\_\_  
Date: \_\_\_\_\_

**LOS ANGELES ORGANIZING COMMITTEE FOR THE OLYMPIC AND PARALYMPIC GAMES 2028**

By: \_\_\_\_\_  
CASEY WASSERMAN  
Chairperson

Date: \_\_\_\_\_

**Games Agreement Exhibit A**  
**Addresses for Notices**

**THE CITY OF LONG BEACH**

Rex Richardson  
Mayor  
411 West Ocean Blvd., 11th Floor  
Long Beach, CA 90802

Thomas B. Modica  
City Manager  
411 W. Ocean Blvd.  
Long Beach, CA 90802

Dawn McIntosh  
City Attorney  
411 W. Ocean Blvd, 9th Floor  
Long Beach, CA 90802

**LOS ANGELES ORGANIZING COMMITTEE FOR THE OLYMPIC AND PARALYMPIC  
GAMES 2028**

John Harper  
Chief Operating Officer  
10900 Wilshire Blvd.  
Suite 700  
Los Angeles, CA 90024

Tanja Olano  
Chief Legal Officer  
10900 Wilshire Blvd.  
Suite 700  
Los Angeles, CA 90024

**Games Agreement Exhibit B**  
**City Ad Space**

<b>Type</b>	<b>Location</b>	<b>Third Party Contract (including Third Party Name, Contact Information, and Contract Term)</b>
Street Light Pole Banners	Street Light Poles Citywide	N/A
Privately Operated Bus Shelters	<p>Citywide, excluding Long Beach Transit bus shelters or the following sites: shelters in the vicinity of Cherry Avenue and Anaheim Street (all corners), in the vicinity of Cherry Avenue and 68th Street, at the Downtown Transit Mall, on First Street from Long Beach Boulevard to Pacific Avenue, on Pine Avenue from Shoreline Drive to 1st Street</p> <p>Link to inventory:  <a href="https://docs.google.com/spreadsheets/d/1UytJ4T7zFJPUr99tQV4ITjIKotlzsJ3J/edit#gid=997642572">https://docs.google.com/spreadsheets/d/1UytJ4T7zFJPUr99tQV4ITjIKotlzsJ3J/edit#gid=997642572</a></p>	<p>JC Deceaux</p> <p>Francois Nion  Francois.nion@jcdecaux.com  213-608-0910</p> <p>Guillermo Gonzalez  Guillermo.gonzalez@outfrontjcdecaux.com  213-608-0872</p> <p>Term ends: July 31, 2025</p> <p>Link to agreement:  <a href="https://longbeach.legistar.com/LegislationDetail.aspx?ID=2573908&amp;GUID=558D6AAF-A27B-4A19-A755-560A8A0226B5&amp;Options=ID Text &amp;Search=decaux">https://longbeach.legistar.com/LegislationDetail.aspx?ID=2573908&amp;GUID=558D6AAF-A27B-4A19-A755-560A8A0226B5&amp;Options=ID Text &amp;Search=decaux</a></p>
Bike Share (Bikes and Bike Hubs)	<p>Citywide</p> <p>Link to Bike and Hub Location Map:  <a href="https://www.longbeachbikeshare.com/">https://www.longbeachbikeshare.com/</a></p>	N/A
Freeway Digital Billboard	North Lakewood Blvd. and 405 Freeway	<p>Privately owned and operated. City has limited space to utilize billboard for City business.</p> <p>Contact: Johnathan Garcia  (johnathan.garcia@longbeach.gov,  (562) 570-6814)</p>

Long Beach Airport Advertising Program	Long Beach Airport 4100 Donald Douglas Dr.  Gate holds and baggage claim	N/A
Long Beach Transit Bus Shelters	Citywide Long Beach Transit Operated Bus Shelters	N/A
City Hall, Park, and Library Digital Displays	<p>City Hall, 411 W. Ocean Blvd (elevator digital displays)</p> <p>Houghton Park, Harding and Atlantic Ave. (digital display)</p> <p>Michelle Obama Library, 5870 Atlantic Ave. (digital display)</p> <p>Billie Jean King Main Library, 200 W. Broadway (digital display)</p>	N/A



## Games Agreement Exhibit C

### **Dispute Resolution**

#### **1. Discussion Period and Amicable Settlement**

In the event any Dispute is not resolved in the ordinary course of business, the Parties agree that, before any Party initiates binding arbitration, the Parties shall first engage in a good faith attempt to resolve the Dispute through an informal dispute resolution process set forth in this Section 1. Any Party may provide written notice of the Dispute to the other Party describing in reasonable detail the nature of the Dispute (a “**Dispute Notice**”). Upon a Party’s receipt of a Dispute Notice, each Party shall appoint a Representative who shall have the authority to settle the Dispute. The Parties, through their Representatives, will then initiate good faith discussions to attempt to resolve the Dispute within forty-five (45) days of a Party’s receipt of the Dispute Notice. The meeting shall allow for a detailed presentation of each Party’s views on the issues and potential solutions to the Dispute. If possible, the meeting should result in an agreed upon course of action to resolve the Dispute. If an amicable resolution cannot be obtained after the initial meeting, then the matter shall be escalated, with attempted resolution sought between the relevant City General Manager, and the equivalent OCOG supervisor. In the event the Dispute cannot be resolved through good faith discussions within such forty-five (45) day period, or such further time period agreed to by the Parties, either or both Parties shall have the right to initiate binding arbitration in accordance with Section 2. Both Parties shall continue to perform any obligations under this Agreement during any Dispute.

#### **2. Agreement to Arbitrate**

The Parties hereby agree that if they, or their respective indemnitees, successors, assigns or legal representatives, as applicable, are unable to resolve any Dispute pursuant to Section 1, then such Dispute shall be resolved by final, binding arbitration conducted before a single, neutral arbitrator with the American Arbitration Association (“**AAA**”). The arbitration shall be conducted in accordance with the Agreement and the current rules of the AAA for Commercial Arbitration found at [adr.org/Rules](http://adr.org/Rules) (the “**AAA Rules**”), which are incorporated herein by reference. The arbitration shall be conducted in English. If the amount at issue in any Dispute does not exceed \$10,000, the arbitration shall be conducted solely on the basis of documents submitted by the Parties to the arbitrator, unless either Party requests a hearing or the arbitrator determines a hearing is necessary. If the amount at issue in any Dispute exceeds \$10,000, the Parties’ respective rights to a hearing shall be resolved through the AAA Rules. Either Party shall have the right to undertake direct and reasonable discovery in accordance with the AAA Rules and consistent with the expedited nature of arbitration.

#### **3. Seat of the Arbitration and Governing Law**

The seat of the arbitration shall be Los Angeles, California, unless otherwise agreed in writing by the Parties. The arbitrator shall be selected pursuant to the mutual agreement of the Parties, provided, if the Parties are unable to agree on an arbitrator, the arbitrator shall be appointed in accordance with the AAA Rules. The arbitrator shall have the authority to grant motions dispositive of all or any part of any claims or counterclaims. The arbitrator shall decide the issues submitted as arbitrator at law only and shall base any award, including any interim awards, upon the terms of this Agreement and the laws of the State of California.

4. **Awards and Relief**

Any judgment or award rendered by the arbitrator shall be final and binding and enforceable in any court of competent jurisdiction. All awards shall be in writing and shall state the reasoning upon which such award rests. The arbitrator is hereby expressly empowered to grant any remedy or relief not expressly prohibited by this Agreement and available under Applicable Law, including, but not limited to, specific performance and injunctive relief. In its award, the arbitrator may award reasonable attorneys' fees and costs to the prevailing Party in the arbitration and otherwise apportion the costs of the arbitration between or among the arbitrating Parties in such a manner as it deems reasonable, taking into account the circumstances of the case, the conduct of such Parties during the proceedings and the result of the arbitration. Unless otherwise ordered by the arbitrator, each Party to the arbitration shall bear its own costs and expenses of the arbitration, and the fees and expenses of the arbitrator and of any expert or other assistance engaged by the arbitrator shall be borne by the Parties to the arbitration equally.

5. **Confidentiality**

The arbitrator and the American Arbitration Association shall treat all dispute resolution proceedings provided for herein, all related disclosures, and all decisions of the arbitrator as confidential, except (i) in connection with any judicial proceedings ancillary to the dispute resolution proceedings (such as a judicial challenge to, or enforcement of, the arbitral award), (ii) if and to the extent otherwise required by applicable law to protect any legal right of either Party, or (iii) if and to the extent otherwise agreed by the Parties.

6. **Survival**

The terms of this Exhibit C shall survive any expiration or earlier termination of this Agreement.

## **Games Agreement Exhibit D**

### **Additional IOC Covenants**

The City acknowledges, confirms and agrees that:

1. The City shall respect and abide by (i) the terms of the IOC Charter and the Host City Contract throughout the term of this Agreement, and (ii) any changes or amendments to the IOC Charter and/or the Host City Contract, subject to Section 41 of the Agreement;
2. All representations, warranties and covenants made by the City in this Agreement shall become a part of OCOG's and the City of LA's bid documents, and, together with any other commitments made by the City to the USOPC or to the IOC, either in writing or orally, shall be binding upon OCOG, the City of LA and the City;
3. The City shall take all the necessary measures to completely perform its obligations under this Agreement;
4. The City shall cooperate with, and to cause all of the City's Representatives to cooperate with, OCOG, the IOC, and the IPC in their efforts to respect and promote the principles of equity, dignity and functionality of all persons with an impairment;
5. In connection with any public services, the City shall comply with, and shall cause all contractors, subcontractors and other service providers involved therewith, to acknowledge and agree to, the terms of Sections 21 and 26.1 of the Agreement;
6. Without the express written consent of OCOG and the City of LA, the City shall neither schedule nor hold any other important national or international meeting or event at any site owned or controlled by it during the Games or for one (1) week immediately before or after the Games;
7. OCOG shall have no responsibility, obligation or liability for or under any existing contractual commitments in respect of the City (other than this Agreement), including in relation to ticketing, hospitality, retailing and concessions (including food and beverage products), use of third party products and/or services, as well as rights of sponsorship, broadcasting, advertising, Signage, branding and commercial display within the City.

**Games Agreement Exhibit E**

**Venue Guarantee**



# CITY OF LONG BEACH

OFFICE OF THE CITY MANAGER

333 WEST OCEAN BOULEVARD • LONG BEACH, CALIFORNIA 90802 • (562) 570-6711 • FAX (562) 570-6583

PATRICK H. WEST  
CITY MANAGER

Los Angeles 2024 Exploratory Committee  
10960 Wilshire Blvd, Suite 1050  
Los Angeles, CA 90024  
Attention: Casey Wasserman, Chairman

Re: Venue Use Guarantee – Los Angeles 2024 (G2.20 and G2.21 / Stage 2 Candidature Questionnaire Olympic Games 2024)

Dear Casey,

The City of Long Beach (“Venue Owner”) fully endorses the Candidature of the City of Los Angeles (“City”) for the 2024 Olympic and Paralympic Games (“Games”), and provides, herewith, to Los Angeles 2024 Exploratory Committee (“Candidature Committee”) this guarantee (“Guarantee”), as requested by the International Olympic Committee (“IOC”) and International Paralympic Committee (“IPC”). The Venue Owner also agrees to abide by the terms of the Host City Contract (including the Olympic Charter) as it may apply to this Guarantee and any other definitive documentation relating to the Host City Contract or this Guarantee (including the Venue Use Agreement (defined below)) to which the Candidature Committee and Venue Owner mutually agree in writing.

We are honored to have the opportunity to host Games events in our venues, including the Long Beach Convention and Entertainment Center, waterfront (including Rainbow Lagoon, and Marina Green), beach, and Belmont Veteran’s Memorial Pier (collectively, the “Venues”), as further depicted in the red bounded areas identified on Appendix A (“Venue Maps”). As the owner of the Venues, vested with all powers of representation required, Venue Owner hereby guarantees the use of the Venues for the purposes of the preparation for and conduct of the Games, including the relevant Test Events consistent with the Minimum Terms of Guarantee (as defined below), and agrees to take all reasonable measures and grant all consents that are within the authority or control of the Venue Owner as may be necessary to fulfill this Guarantee.

This Guarantee relates to the requirements of the IOC as specified in G 2.20 and G 2.21 as set forth in Stage 2 of the Candidature Questionnaire Olympic Games 2024.

## MINIMUM TERMS OF GUARANTEE

This Guarantee is provided by Venue Owner under the following terms (“Minimum Terms of Guarantee”), which shall form the essential basis of and be subject in all respects to the final terms and conditions of the definitive agreement that will be entered into between Venue Owner, Candidature Committee and the Los Angeles Organizing Committee for the Games (“OCOG”) (and other third parties, as necessary) further detailing the conditions of use of the Venues for the Games (“Venue Use Agreement”):

- i) In this Guarantee:
  - a) EXCLUSIVE USE PERIOD for each of the Venues means the periods identified next to the name of such Venue on Appendix B under the column “Exclusive Use Period”, as well as other period(s) (to be defined by mutual agreement of the OCOG and the Venue Owner at a later stage pursuant to the Venue Use Agreement), including without limitation for the holding of test events (“Test Events”).
  - b) NON-EXCLUSIVE USE PERIOD for each of the Venues means the periods identified next to the name of such Venue on Appendix B under the column “Non-Exclusive Use Period”, as well as other period(s) (to be defined by mutual agreement of the OCOG and the Venue Owner at a later stage pursuant to the Venue Use Agreement).
- ii) This Guarantee includes the exclusive use of the Venue for the Games for the EXCLUSIVE USE PERIOD, in consideration for such payments, reimbursements and/or offsets as further described on Appendix C (“Consideration”). The Consideration is inclusive of all taxes and fees and will be adjusted solely for inflation according to the Consumer Price Index for all Urban Consumers (CPI-U) published by the U.S. Bureau of Labor Statistics (“CPI”), for the period through January 1, 2024.
- iii) The Consideration under clause (ii) above is inclusive of (but not limited to):
  - a) any remuneration, expenses and other costs related to any Venue Owner staff, personnel and other service providers who will work in or provide services to the Venues, at the option and under the direction of the OCOG, during the Games; provided that the OCOG will pay or reimburse Venue Owner for all reasonable, documented out-of-pocket event-related costs incurred by the Venue Owner in connection with hosting the Games;

- b) any remuneration, expenses and other costs related to any equipment or furnishings located in the Venues and used, at the option of the OCOG, during the Games;
  - c) an irrevocable and unlimited license to the OCOG and the IOC (and the IPC, if applicable), including a right to sub-license, to use the name, image, branding and/or designs (including any material derived therefrom) of the Venue for commercial and non-commercial purposes in any and all current and/or future media in connection with the Games, free from any third-party rights and/or any further charges; and
  - d) any remuneration, expenses and other costs related to any actions as required to ensure that the terms of the "Clean Venue Appendix" attached as Appendix D is fully respected during the EXCLUSIVE USE PERIOD and at such other times as are set forth in the Venue Use Agreement.
- iv) All costs of owning and maintaining the Venue(s) that would otherwise have been incurred in the absence of the Games (including all overhead, insurance costs, property taxes and costs of utilities and other services that would have been consumed in the absence of the Games), will be borne by Venue Owner (or the manager or operator of the Venue(s), as applicable ("Venue Manager/Operator")). All operational costs incurred in connection with the production of the Games (including, without limitation, the costs of constructing overlay, the costs of any increase in the consumption of cleaning and waste management services, and the costs of any increased security measures) during the EXCLUSIVE USE PERIOD will be reimbursed by the OCOG under the terms of the Venue Use Agreement, in accordance with Appendix C.
- v) This Guarantee further includes the non-exclusive access to the Venue, at no cost to the OCOG, during the NON-EXCLUSIVE USE PERIOD for constructing and installing preliminary overlay works, implementing a phased move-in to and move-out of the Venues, restoring the Venues to their original condition (ordinary wear and tear excluded), and such other uses as may be reasonably requested by the OCOG (including with respect to clauses (vi)(a)-(b) below).
- vi) The Venue Owner undertakes that it will take the following actions:
- a) facilitate site and infrastructure visits at reasonable times and intervals during the period commencing upon the election of the Host City through the conclusion of the Games, for the IOC, IPC, International Federations ("IFs") and the host broadcaster of the Games ("Olympic Broadcasting

Service” or “OBS”) (and/or their duly authorized partners, consultants and contractors) to check the readiness of any sites and infrastructure;

- b) facilitate the access of OCOG staff and other representatives, and other Games delegations (including Athletes and National Olympic Committees representatives), at reasonable times and intervals, to the Venues for specific period(s) of training and venue familiarization; and
- c) grant all rights and take all actions as required to ensure that the terms of the “Clean Venue Appendix” attached as Appendix D is fully respected during the EXCLUSIVE USE PERIOD and at such other times as are set forth in the Venue Use Agreement.

vii) The Venues will be handed over to the OCOG in a clean and fully operational condition consistent with the current use of the Venue (including any planned upgrades as determined at the time of issuing this Guarantee and which are described in Appendix E to this Guarantee). Other than as set forth on Appendix E, Venue Owner shall not make or permit any substantial modifications or alterations to any of the Venues that would materially impact the OCOG’s expected use of any of the Venues for any permitted use relating to the Games (including for any planned temporary facilities) at any time prior to the start of the Exclusive Period (including any changes to the capacity, size or layout of, or access points to, any Venue) without the prior written approval of the OCOG. The terms or effect of this Guarantee will not be affected by any such modification or alteration project.

viii) Venue Owner acknowledges that it is the goal of the OCOG and the IOC to encourage and support a responsible concern for environmental issues, to promote sustainable development and operation in sport and to require that the Games are conducted in a manner consistent with these values. To that end, Venue Owner agrees to cooperate with the OCOG in its efforts to reduce waste, increase energy efficiency, conserve water and other resources and minimize pollution.

ix) Venue Owner is responsible for ensuring that the Venue Manager/Operator for each Venue (if any) and all other persons or entities (such as concessionaires, contractors, sport leagues, clubs, etc.) involved in the operations of such Venue (or any successors) fully comply with the terms and conditions in this Guarantee and the Venue Use Agreement, and Venue Owner agrees to take all necessary steps to that effect as may be necessary.



Exclusive Use Period, all terms of this Guarantee will be transferred to, assumed by and fully binding upon the future owner(s)/operator(s).

- xi) Venue Owner further agrees:
- a) This Guarantee shall constitute a binding and legally enforceable commitment of Venue Owner for the benefit of the Candidature Committee and the OCOG.
  - b) The entry into force of this Guarantee is conditioned upon the election of the City as Host City for the Games. In case the City is not elected, all terms contained herein shall become automatically null and void and Venue Owner shall be released from all its obligations hereunder and Candidature Committee shall not be liable for any compensation or other payments to the Venue Owner.
  - c) Venue Owner acknowledges that the OCOG will be formed after the election of the City as Host city of the Games and that all rights of the Candidature Committee and all obligations of the Venue Owner pursuant to this Guarantee shall be automatically transferred to the benefit of the OCOG without any modification upon the formation of the OCOG.




PATRICK H. WEST  
City Manager  
Long Beach Convention Center/City of Long Beach Waterfront Properties

Appendices

- Appendix A Venue Map (including the physical borders of the property or the spaces required for the extent of this agreement)
- Appendix B Use Periods for Venues
- Appendix C Consideration
- Appendix D Clean Venue Appendix
- Appendix E Planned Upgrades prior to OCOG handover

APPROVED AS TO FORM CHARLES PARKIN, City Attorney

September 30 2016 By   
MICHAEL J. MAIS  
ASSISTANT CITY ATTORNEY

**Appendix A  
Venue Map  
(Attached)**

# Appendix A: Venue Map



## Long Beach Convention & Entertainment Center: Venue Map

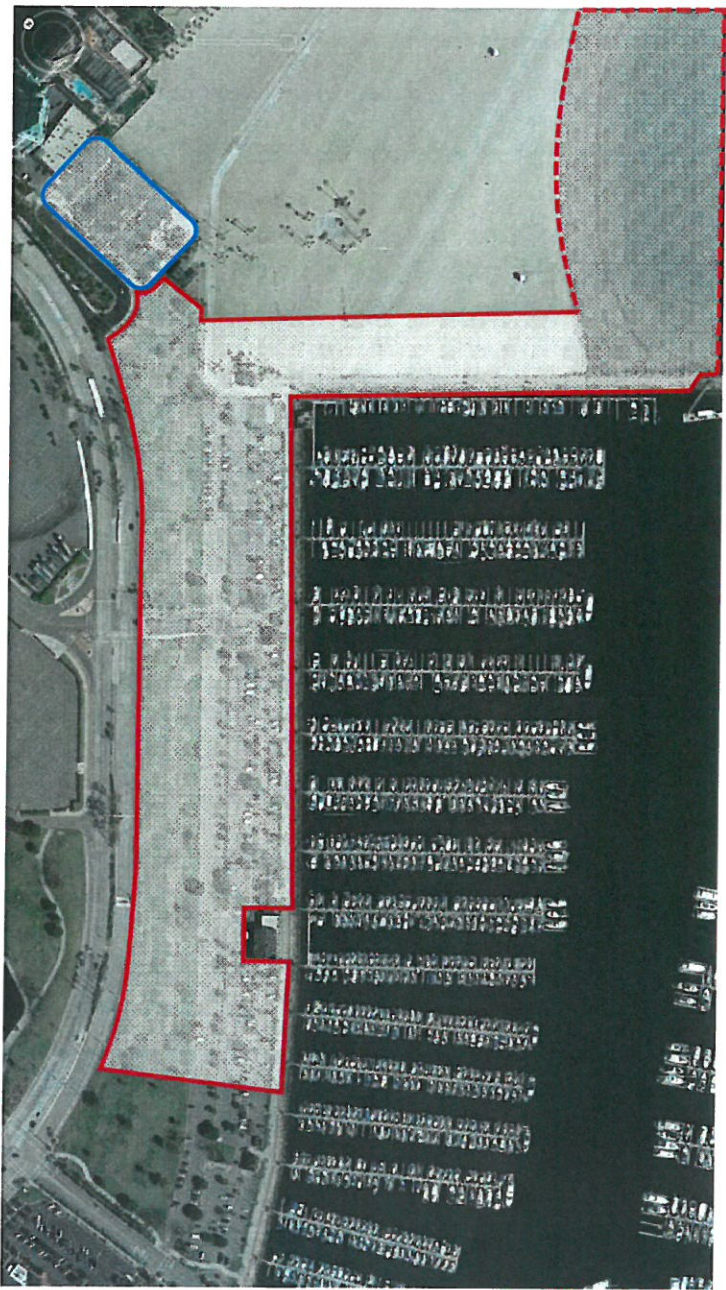
- LBCC
- Long Beach Arena
- Parking Lot
- 300 East Ocean Blvd
- Rainbow Lagoon Park

"Venue" shall include all areas within red "security" boundary which are owned, operated or controlled by Venue Operator and its affiliates, including any buildings, fields, parking or other open space under sole or common control of Venue Operator.

— Secure Boundary



# Appendix A: Venue Map



## Long Beach Waterfront: Venue Map

- Marina Green
- Marina Green Parking Lot
- Boat Owners Lot
- Portion of Alamitos Beach
- Alamitos Beach Parking Lot

"Venue" shall include all areas within red "security" boundary which are owned, operated or controlled by Venue Operator and its affiliates, including any buildings, fields, parking or other open space under sole or common control of Venue Operator.

— Secure Perimeter

# Appendix A: Venue Map



## Belmont Veterans Memorial Pier: Venue Map

- Belmont Veterans Memorial Pier
- Belmont Pier Parking Lot
- LBC Beach Parking (North/South)
- Portion of LBC Beach
- Belmont Pool & Rec Facilities

"Venue" shall include all areas within red "security" boundary which are owned, operated or controlled by Venue Operator and its affiliates, including any buildings, fields, parking or other open space under sole or common control of Venue Operator.

— Secure Boundary

Facilities/Maintenance

**Appendix B**  
**Use Periods for Venues**  
**(Attached)**



Appendix B – Venue Use Periods

Long Beach		
Long Beach Convention & Entertainment Center	“Non-Exclusive Use Period”	“Exclusive Use Period”
Arena	Apr. 01, 2024 – Jun. 03, 2024	Jun. 04, 2024 – Sept. 15, 2024
Parking Lot	Mar. 18, 2024 – Apr. 23, 2024	Apr. 24, 2024 <sup>1</sup> – Sept. 19, 2024
300 East Ocean Blvd	[N/A]	Jun. 04, 2024 – Aug. 16, 2024
Long Beach Convention & Entertainment Center	Apr. 01, 2024 – Jun. 03, 2024	Jun. 04, 2024 – Aug. 16, 2024
Rainbow Lagoon Park	Apr. 01, 2024 – Jun. 03, 2024	Jun. 04, 2024 – Sept. 19, 2024
Long Beach		
Long Beach Waterfront	“Non-Exclusive Use Period”	“Exclusive Use Period”
Marina Green	May 15, 2024 – Oct. 15, 2024	Jun. 17, 2024 – Oct. 01, 2024
Marina Green Parking	May 15, 2024 – Sept. 16, 2024	Jun. 17, 2024 – Aug. 29, 2024
Boat Owner Parking	May 15, 2024 – Sept. 16, 2024	Jun. 17, 2024 – Aug. 29, 2024
Alamitos Beach	May 15, 2024 – Sept. 16, 2024	Jun. 17, 2024 – Aug. 29, 2024
Alamitos Beach Parking	[N/A]	TBD <sup>2</sup>
Long Beach		
Belmont Veterans Memorial Pier <sup>3</sup>	“Non-Exclusive Use Period”	“Exclusive Use Period”
Belmont Veterans Memorial Pier	May 01, 2024 – May 23, 2024	May 24, 2024 – Sept. 16, 2024
Belmont Pier Parking Lot	May 01, 2024 – May 23, 2024	May 24, 2024 – Sept. 16, 2024
Additional Beach Parking North	May 01, 2024 – May 23, 2024	May 24, 2024 – Sept. 09, 2024
Additional Beach Parking South	May 01, 2024 – May 23, 2024	May 24, 2024 – Aug. 29, 2024
Portion of Long Beach City Beach <sup>4</sup>	[N/A]	Jun. 01, 2024 – Aug. 29, 2024
Belmont Pool & Rec Facilities	[N/A]	TBD <sup>5</sup>
Facilities/Maintenance <sup>6</sup>	Non-exclusive use throughout.	[N/A]

<sup>1</sup> The parties acknowledge that to the extent the commencement of the exclusive use period overlaps with the potential move-out dates of Venue Owner’s regularly scheduled annual city-wide tenant, the Long Beach Grand Prix (“Tenant”), Venue Owner and OCOG shall work cooperatively with Tenant to coordinate OCOG’s activities to maximize OCOG’s use of a portion of the Venue during such move-out provided such use would not impact the safety or security of Tenant’s move-out activities and subject to Tenant’s approval.

<sup>2</sup> Alamitos Beach Parking required only on competition days, estimated at around 6 days.

<sup>3</sup> LA24 to continue to work to find alternative parking solution for May 24, 2024 – August 29, 2024.

<sup>4</sup> Portion of Long Beach City Beach used will not interfere with Rosie’s Dog Beach.

<sup>5</sup> Recreational facilities not utilized. Unaccredited access restricted on competition days, estimated at 18 days. Parties to mutually agree on Exclusive Use Period after completion of new construction.

<sup>6</sup> Secured but not exclusively utilized. Parties to cooperate on access parameters for continued operations.

## Appendix C Consideration

### A. Definitions

- (i) "Additional Consideration" has the meaning in Part (C)(vi) below.
- (ii) "Estimated Total Event Income" means the sum of (a) "Direct Event Income" (including "Rental Income", and "Service Income/(Loss)"), (b) "Total Ancillary Income" (including "F&B Concession", "F&B Catering", "Novelty Sales", "Parking", "Telephone", "Audio Visual", "Internet Services", "Electrical (commissions only)" and "Plumbing Services (commissions only)") and (c) "Total Other Income", in each case as reflected on the Venue Owner's Operating Income Statement for the Reference Period, divided by three. The parties agree that "Total Ancillary Income" (other than "Parking", "Electrical (commissions only)" and "Plumbing Services (commissions only)") shall be adjusted to reflect only 90% of the gross ancillary income for the Reference Period in consideration of the reduction of part time labor expenses during the Exclusive Use Period.
- (iii) "Reference Period" shall mean the dates corresponding to the Exclusive Use Period in the years 2019, 2020 and 2021; provided, however, if it is determined that any such year represents an anomaly due to construction or other extraordinary event, the parties shall substitute such year with the next most recent calendar year.
- (iv) "Total Accounts Payable" means the contra-revenue accounts payable to subcontractors as reflected on the Venue Owner's Operating Income Statement for the Reference Period, divided by three.

### B. Monthly Baseline Rent

- (i) The OCOG will reimburse Venue Owner for its (x) Estimated Total Event Income, less (y) Total Accounts Payable for subcontractors, in each case for the Exclusive Use Period, that would otherwise have been earned or incurred in the absence of the Games as a result of owning and maintaining the Venues ("Baseline Rent").
- (ii) No later than June 30, 2022, the parties shall determine the estimated Baseline Rent for each month of the Exclusive Use Period, which shall be determined in good faith by reference to the Venue Owner's Operating Income Statement, and finally adjusted for inflation according to CPI through 2024 (the "Monthly Baseline Rent"). For the avoidance of doubt, to the extent the dates of the Exclusive Use



Period do not correspond to full calendar months, the OCOG shall only be responsible only for such prorated portion of the month as corresponds to the actual usage period.

- (iii) For the avoidance of doubt, in no event shall the OCOG be responsible for any costs, reimbursements or expenses of Venue Owner relating to any period other than the Exclusive Use Period. Furthermore, in consideration of the Monthly Baseline Rent, Venue Owner shall provide services to the OCOG during the Exclusive Use Period consistent with the levels provided during the Reference Period. In no event shall Monthly Baseline Rent reflect any “double-counting” (e.g., Variable Expenses or any expenses governed by Part (E) below). Furthermore, it is agreed that with respect to expenses relating to services provided throughout the year which reflect incentive compensation, bonus payment or lump sum payment in one calendar month, the OCOG shall only be responsible for the amounts accrued during the Exclusive Use Period (regardless of when ultimately paid), and if necessary, such amounts shall be straight-lined and an adjustment shall be made to the Monthly Baseline Rent such that the OCOG shall only be responsible for the amount proportionate to the Exclusive Use Period.

#### **C. Service Contracts**

- (i) The OCOG shall have the exclusive right (either directly or indirectly) to select, manage, hire and/or retain, in its sole discretion and at its sole cost and expense, the services of any staff, personnel, vendors, contractors, individuals, volunteers or other service providers to perform any services that may be required by the OCOG in the Venues instead of or in addition to any staff, personnel, vendors, contractors, or other service providers of the Venues during the Exclusive Use Period and each Nonexclusive Use Period. In addition, the OCOG shall be permitted to use any contractors, subcontractors and other service providers of its choosing to install any overlay and equipment in the Venues, subject to any reasonable insurance requirements of Venue Owner.
- (ii) Notwithstanding the foregoing, Venue Owner has existing agreements with service providers who regularly provide services to the Venues on an exclusive basis (any such current or future provider, a “Service Provider”). Venue Owner’s current Service Provider contracts expire prior to the Exclusive Use Period. Venue Owner shall require as a condition of the renewal or extension of any such Service Provider contract or any future request-for-proposal or bidding process for a replacement contract for the provision of exclusive services at the Venues (any such agreement is hereinafter referred to as the “Service Provider Contract”), that Service Provider provides two consideration proposals: (1) an option including the

Special Event Carve-out (defined below) for the Exclusive Use Period from such Service Provider Contract (whereby Service Provider relinquishes all rights under the Service Provider Contract during the Exclusive Use Period), and (2) an option that does not provide a carve-out during the Exclusive Use Period.

- (iii) First, Venue Owner shall use good faith efforts to the extent reasonable to include a customary special event carve-out provision in the Service Provider Contract confirming that Service Provider shall have no right to provide services for any Olympic event at the Venues during the Exclusive Use Period except as and to the extent expressly authorized by the OCOG (the "Special Event Carve-out").
- (iv) Next, to the extent Venue Owner determines in its reasonable discretion (after good faith negotiations with Service Provider and after reviewing proposals including and excluding a Special Event Carve-Out) that a Special Event Carve-Out will materially, as determined in the Venue Owner's sole discretion, and adversely impact the Venue Owner's economics related to such Service Provider Contract, then Venue Owner shall instead require as a condition of the Service Provider Contract that Service Provider subcontract with the OCOG or the OCOG's master service provider during the Exclusive Use Period, at the OCOG's sole discretion, on commercially reasonable terms (which shall be no worse than those commercial terms extended to Venue Owner and which ensures that no charges shall be separately assessed of Venue Owner for the provision of such services during the Exclusive Use Period) for the same services which would otherwise have been provided to Venue Owner under the Service Provider Contract in the absence of any Games (e.g., user-pay concessions to spectators/invitees) (the "Subcontract").
- (v) If a Subcontract is agreed to with the OCOG or its master service provider or the Service Provider is otherwise serving as the OCOG's master service provider, the Exclusive Use Period shall be automatically carved-out of the Service Provider Contract (the "Subcontract Carve-out") and the OCOG shall have no obligation to reimburse Venue Owner for the Additional Consideration.
- (vi) To the extent (in the OCOG's sole discretion) the OCOG and Service Provider are unable to come to an agreement on a Subcontract (the "Consideration Carve-out"), the OCOG shall reimburse Venue Owner for Venue Owner's contractually obligated reasonable out-of-pocket expenses under the Service Provider Contract for the duration of the Exclusive Use Period on the same terms as would otherwise have been incurred in the absence of the Games or any other events at the Venue (the "Additional Consideration"). To the extent incurred, Additional Consideration (x) shall not include expenses for part-time labor or cost of goods sold, (y) shall not exceed the Total Accounts Payable as it relates to a particular

Service Provider for the Reference Period, and (z) shall be divided by the number of months in the Exclusive Use Period and payable in addition to the Monthly Baseline Rent on the payment schedule set forth in Part (G) below (the “Monthly Additional Consideration”).

- (vii) For the avoidance of doubt, the OCOG shall not be required to reimburse Service Provider under the terms of any agreement between Venue Owner and Service Provider (rather OCOG shall pay Venue Owner, and Venue Owner shall be responsible for paying Service Provider), and it is the parties’ intent to avoid any “double payment” of Service Provider (including if Service Provider should enter into a contract directly with the OCOG or its master service provider, or if Service Provider serves as the master service provider). Furthermore, neither Venue Owner nor Service Provider shall interfere with the OCOG’s (or its master service provider’s) provision of food and beverage or other services at the Venue during the Exclusive Use Period.

**D. Variable Rent**

- (i) Variable rent shall consist of the following fees related to use of the following areas:

	Tier III Move In/Out Fees	Tier III Event Day Venue Fees	Parking
Marina Green	\$500/day	\$1,000/day	\$10/space/day
Rainbow Lagoon	\$500/day	\$1,000/day	N/A
Alamitos Beach	\$500/day	\$1,000/day	\$10/space/day
Belmont Veteran’s Memorial Pier	\$500/day	\$1,000/day	\$10/space/day
Boat Owner Parking Lot	\$500/day	\$1,000/day	\$10/space/day

- (ii) No later than June 30, 2022, the parties shall determine in good faith the total variable rent based on the final layout, schedule of events and Exclusive Use Period, which shall be divided evenly over the Exclusive Use Period and paid on the schedule set forth in Part G (below) (“Monthly Variable Rent”). For the avoidance of doubt, all competition days for which there are ticketed events at the Venues shall be deemed “Event Days”.

**E. Venue Owner Costs**

- (i) All costs of owning and maintaining the Venue that would otherwise have been incurred in the absence of the Games or any other events at the Venues shall be borne by Venue Owner.

- (ii) In no event shall the OCOG be responsible for any costs or expenses relating to extraordinary or emergency repairs, capital repairs or improvements, other than to the extent attributable to the gross negligence or willful misconduct of OCOG.

**F. Variable Services**

- (i) The OCOG will reimburse Venue Owner for all reasonable, documented out-of-pocket expenses incurred by the Venue Owner in connection with Venue Owner's provision of any Variable Services requested by the OCOG.
- (ii) As used herein, "Variable Services" means those Venue Owner provided services as may be requested by the OCOG and separately invoiced; provided Variable Services shall not include any services not ordinarily deemed "event-related expenses" in the Venue Owner's ordinary course of business.
- (iii) No later than one hundred eighty (180) days prior to the commencement of the Games, the OCOG shall provide notice to Venue Owner of the number of hours and people that it will require, together with such other information as Venue Owner may reasonably require, in relation to the Variable Services. No later than one hundred twenty (120) days prior to the commencement of the Games, the parties shall determine in good faith an estimate of the expenses attributable to Variable Services (the "Variable Expenses") which shall be estimated on a per month basis for the Exclusive Use Period and payable on the payment schedule set forth in Part (G) below (collectively, the "Monthly Variable Expenses").

**G. Rent Payment Schedule**

The OCOG shall pay the Venue Owner the Monthly Baseline Rent, Monthly Additional Consideration (if any), Monthly Variable Rent and Monthly Variable Expenses (collectively, "Monthly Rent") on a payment schedule to be agreed to no later than June 30, 2022.

**H. Reconciliation and Disputes**

- (i) No later than sixty (60) days after the Exclusive Use Period, the Venue Owner (or the Venue Manager / Operator on behalf of the Venue Owner) shall issue an invoice to the OCOG (x) reconciling the difference between actual Variable Expenses ("Actual Variable Expenses") incurred by the Venue Owner relating to the OCOG's use of the Venue during the Exclusive Use Period and the estimated Variable Expenses reflected in the Monthly Rent, and (y) detailing the amount of "Total Other Income" actually received by Venue Owner during the Exclusive Use Period, which shall be a credit to any amounts owed by OCOG as a result of the

reconciliation in the foregoing clause (x) ("Other Income Credit") or reimbursed to OCOG. Such invoice shall be reasonably detailed and include backup evidencing expenses incurred. If it is reasonably determined that Actual Variable Expenses exceed estimated Monthly Variable Expenses, OCOG shall reimburse the Venue Owner for the difference less the Other Income Credit (if any) within thirty (30) days of receipt of such invoice. If it is reasonably determined that Monthly Variable Expenses exceed Actual Variable Expenses and/or an Other Income Credit exists, Venue Owner shall reimburse OCOG within thirty (30) days of the reconciliation.

- (ii) Any disputes relating to the Consideration shall be determined in accordance with the dispute resolution provisions of the Venue Use Agreement to be mutually agreed to by the parties.

**I. Miscellaneous**

- (i) An application fee of \$400 and permit fees of \$14,000 shall be payable prior to the first day of the Non-Exclusive Use Period.
- (ii) As currently proposed, the Venues other than the Convention Center and Arena may impact parking typically reserved for boat owners or utilized by patrons of the nearby businesses. To the extent that such parking is displaced for more than the Games period (July 19 – August 4, and again from August 16 – August 27), the OCOG shall work with Venue Owner to find suitable replacement parking for any displaced spaces for such excess days (which may be within close walking proximity or may involve valet parking, as determined in OCOG's sole and reasonable discretion).
- (iii) The parties acknowledge that the proposed Belmont Beach and Aquatics Center ("Aquatics Venue"), when built will be, and the current temporary pool is, in close proximity to the secure boundary of one of the Venues. The parties shall negotiate in good faith regarding the potential use of the Aquatics Venue by the OCOG upon mutually agreeable terms during the Games. If the parties are unable to come to an agreement upon the use of the Aquatics Center, the Aquatics Center and/or the temporary pool shall remain open for public use, by pedestrian access, with some limitations on access during competition days of the Games.
- (iv) Municipal services (e.g., police, fire, transportation, etc.) above and beyond the general provision of the normal and customary level of municipal services during the Exclusive Use Period are not included in the Consideration payable hereunder and will be payable separately by the OCOG to the City of Long Beach, as mutually

agreed in definitive documentation to be entered into prior to the commencement of the Non-Exclusive Use Period.

- (v) OCOG shall be responsible for all documented out-of-pocket costs of Venue Owner up to \$280,000 related to the displacement of Venue Owner's certain long-term seasonal tenant (the "Seasonal Tenant"), payable directly to Seasonal Tenant; provided, however, prior to such payment Venue Owner shall involve the OCOG in its discussions with the Seasonal Tenant so that the OCOG may attempt to reasonably mitigate such expense.
- (vi) The maintenance area located within the Venue located at and around the Belmont Memorial Pier, will be accessible to necessary employees throughout the exclusive use period, subject to compliance with credential and security policies. Normally utilized adjacent parking may be disrupted and Venue Owner and OCOG shall work cooperatively to find a suitable replacement solution, at no cost to Venue Owner.
- (vii) The parties acknowledge that for the purposes of determining an approximation of the value in 2016 dollars, the parties referenced the Income Statement for the fiscal Year 2014-2015.

## Appendix D Clean Venue Appendix

As part of the guarantees submitted to the IOC granting the OCOG the right to use the Venue in the period leading up to and during the Games, the Candidature Committee must ensure that for each proposed Venue, the following terms and conditions are agreed to by the Venue Owner.

### 1. Signage

The Venue Owner grants the OCOG the right to have:

- Exclusive use of all indoor and outdoor signage at the Venues as well as signage in areas adjacent thereto and under the control of the Venue Owner; and
- Exclusive control of all Venue naming rights and signage (including but not limited to the right to re-brand or cover existing signage). The undersigned further undertakes to comply with the IOC's requirements related to naming rights (including rules related to the treatment of non-commercial names, names of individuals, and commercial or corporate names) for Venues used in the Games of the Olympiad from the date of election of the Host City to the conclusion of the Paralympic Games.

### 2. Retailing and concessions

The Venue Owner grants the OCOG the right to:

- Be the sole and exclusive manager and operator of merchandise retail outlets and food/beverage concessions at the Venue;
- Sell Olympic and Paralympic merchandise at such retail outlets and food/beverage concessions services, facilities and outlets;
- Access all merchandise retail outlets as well as food and beverage products in the Venue; and
- Use staff of its choice and dress such staff in uniforms of its choice to operate the merchandise retail outlets and food/beverage concessions.

### 3. Ticketing and hospitality

The Venue Owner grants the OCOG the exclusive right to:

- Manage and sell tickets and hospitality in relation to the Games for the Venue;
- Manage and sell suites and specialty seats in relation to the Games for the Venue; and
- Throughout the term of the Venue Use Agreement, the Venue Owner shall not subject the OCOG to any taxes or parking charges at the Venue in relation to the sale of the aforementioned.

### 4. Broadcasting and Sponsorship

Throughout the term of the Venue Use Agreement, the Venue Owner agrees that the IOC and/or the OCOG (or the IPC, as applicable) has the exclusive right to sell broadcast, sponsorship or any other multimedia rights in relation to the Games being held at the Venue.

### 5. Exclusive use of Olympic Marketing Partners' products

The Venue Owner agrees that the OCOG shall have the right to exclusively use products and services of Games marketing partners at the Venue (and re-brand existing products

and services, to the extent necessary to respect the exclusive rights granted to Olympic and Paralympic sponsors), including but not limited to the following product categories:

- Payment systems (including but not limited to credit card acceptance, automated teller machines (ATMs) and telephone payment systems) in relation to all sales occurring at the Venue related to the Games;
- Non-alcoholic and alcoholic beverages;
- Audio-visual equipment including but not limited to video boards and speakers; and
- Timing, scoring and on-venue results equipment including but not limited to scoreboards.

6. No use of Olympic marks

The Venue Owner agrees that, at no time, shall it have the right to use any Olympic or Paralympic marks, symbols, terminology or derivatives thereof.

7. Brand protection and anti-ambush assistance

Throughout the term of the Venue Use Agreement, the Venue Owner agrees to assist the OCOG to combat attempts of ambush marketing by advertisers at the Venue who are not Olympic or Paralympic sponsors but develop advertisements for use at the Venue that may, implicitly, suggest that they are sponsors of the Games.

For the avoidance of doubt, this Appendix D shall apply only to the City of Long Beach in its capacity as Venue Owner and shall not otherwise limit the City of Long Beach's actions as a governmental authority (including with respect to taxes).



**Appendix E  
Planned Upgrades**

The City of Long Beach may (but has no obligation to) modify, alter, renovate, replace or upgrade the Belmont Pier, provided such construction or renovation shall be complete prior to the commencement of the use periods identified in this Guarantee.

Additionally, plans have commenced for the construction of the Belmont Beach and Aquatics Center, as identified on <http://www.belmontpool.com/>.