

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 Inglewood

Address: One Manchester Blvd., Inglewood, CA 90301

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

This Inglewood 2028 Olympic and Paralympic Games Agreement (the “Games Agreement”) is made and entered into as of the date of the last signature set forth below by and among the City of Inglewood, 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 February 2, 2016 and August 30, 2016, 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 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 Games Agreement, shall be submitted to the IOC for its approval; and

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

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

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

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

Section 4. Term. This Games Agreement shall become effective on the date of the last signature set forth below by the Parties 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 Games Agreement; and (iii) the date this Agreement is terminated in accordance with Section 25.

Section 5. City Liaisons. The City hereby designates the Mayor (or his, her or their designee), the City Manager (or his, her or their designee), and the City Attorney (or his, her or their designee) as the City’s liaisons to the OCOG (the “City Liaisons”).

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 Section 7.1.1. Such public services shall include, but are not limited to, police, fire, transportation, public works and building and safety.

7.1.1 The City and OCOG agree to meet on at least an annual basis and, by October 1, 2025, mutually agree (in writing) on 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 (including, but not limited to, city services data for relevant recent major events in the City showing (i) event service areas, (ii) service levels, (iii) delivery entities, (iv) delivery locations, (v) tourism/visitor numbers, (and (vi) rates charged by delivery entities) 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. For purposes of this Section 7.1.1., the City’s fiscal year shall be defined as the twelve-month period beginning on October 1 and ending on September 30 of each respective year.

7.1.2 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 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 Liaisons) 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 prompt payment timeline that is mutually agreed upon by the Parties, invoicing, provisions for reimbursement to the City for Enhanced City Resources (subject to Section 7.3), escalation, 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 The City designates the City Manager as its administrator for the ECRMA and VSAs (as defined below) 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 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 hereof and (y) any applicable law, statute, ordinance, regulation, or other applicable rule or order of a governmental authority (including ethical and conflict of interest guidelines and

policies) (“Applicable Law”), nothing in this Games 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 Sections 7.1 and 7.1.1.

- 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 an 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(s)), 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 Mayor and 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. The OCOG shall solicit input from the City regarding the boundaries of any Games Footprint within the City’s geographical limits.
- 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 Games 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 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 7.1.1 due to a financial recession or any other reason, the Parties acknowledge and agree that (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 7.1.1 and (ii) the City shall remain solely responsible for providing public services (x) at the levels and ranges established pursuant to Section 7.1.1 (at the City's cost and expense) and (y) at the levels and ranges above those established pursuant to Section 7.1.1 and as set forth in the ECRMA and/or VSAs .

7.5.3 Capital Assets Rental Principle. The City acknowledges and agrees that the OCOG shall not be responsible for 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 the OCOG has provided prior written consent stating that the OCOG will be responsible.

7.5.4 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.

7.5.5 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 fee or cost included in calculating the costs of Enhanced City Resources in a VSA (and/or the ECRMA).

7.5.6 Ordinary and Customary Prices. In accordance with Section 7.5.2 above, and notwithstanding anything to the contrary set forth in this Games 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. City Advertising Space.

- 8.1. The City hereby confirms that it is the owner, lessor, and/or licensor 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”). The term “City Ad Space” refers only to the out of home media units in which the City has a direct financial interest and/or control, which constitutes less than the total number of out of home media units legally operating in the Clean Zones. The parties acknowledge that the City Ad Space is managed and/or operated by third-party media operators (“Media Operators”), and that, while the City receives economic benefit in connection with the utilization of the City Ad Space, the City lacks the power and authority to control advertising content, pricing, or availability with respect to City Ad Space.
- 8.2. Notwithstanding anything in this Agreement, the City covenants and agrees that it will not knowingly or intentionally permit the use of any of the City Ad Space by any direct competitor of any Games Sponsor (as defined in Section 20.5), or in any manner which constitutes Ambush Marketing (as defined in Section 20.5), claims a false or unauthorized association with the 2028 Games, or which infringes the California laws or laws of the United States of America that protect the imagery and marks of the OCOG, the IOC, the IPC, the USOPC, or the 2028 Games.
- 8.3. 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, 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 of such space and the City shall facilitate all necessary introductions between the OCOG and the relevant Media Operator(s).

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. Expedited Permitting and Zoning Processes.

The City agrees to use its best efforts to and to work in good faith with the OCOG and its applicable partners, including venue owners/operators, to expedite the review of all permitting and zoning

needs for the Games. The City's point of contact for such permitting and zoning needs is the Mayor or the Mayor's designee.

Section 11. Admissions/Ticket Tax.

The City agrees to not subject the 2028 Games events to any future, additional and/or increased City admissions taxes, parking taxes or related taxes beyond those currently existing rates implemented in the Inglewood Municipal Code as of the date of execution of this Agreement or contained within relevant development agreements executed as of the date of this Agreement.

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 Games or during the preceding or following week, without the prior written approval of the IOC.

Section 13. Unauthorized Street Trading

- 13.1. The City confirms that appropriate legislation is in place in the City to control unauthorized street trading within the vicinity of Games venues. There are a number of street trading regulations in the City, including Municipal Code Chapter 8, Article 13, Section 8-163, which prohibits any person holding merchandise on sidewalks and streets without a permit from the Venue City; and Municipal Code Chapter 8, Article 13, Section 8-165, which prohibits sidewalk vending within a zone around a place of public assemblage beginning two hours before and ending two hours after each event.
- 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 Games venue, 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 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).
- 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 relations 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 may have

broad authority to protect spectators and participants from unfair business practices during the Games. With the assistance of the OCOG, 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 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 guarantees and 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 celebration of the 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 Regulation Chapter of the Municipal Code (Chapter 11) (containing building codes);
- b) The Planning and Zoning Chapter of the Municipal Code (Chapter 12) (containing planning laws);
- c) The Environmental Commission Section of the Municipal Code – Boards and Commissions Article, Administrative Chapter (Chapter 2, Article 3, Section 2-82) (containing environmental regulations); and
- d) The Discrimination Prohibition Section of the Municipal Code – Civil Service Article, Administrative Chapter (Chapter 2, Article 2, Section 2-51) containing anti-discrimination

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 without the prior written consent of the OCOG, which shall not be unreasonably withheld; provided the foregoing shall not apply to necessary repairs that arise during the Games Period or requirements set forth by Applicable Laws. The OCOG shall endeavor to reduce the duration of the Games Period to the extent practicable in order to avoid any negative impact on construction and development work in the City.

Section 19. Venue Use Agreements

- 19.1. Inclusion in ECRMA. Any Venue Use Agreement 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, but not limited to, (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 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 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 Games (whether prior to, during or after the Games Period) without the prior written consent of OCOG, including by:

- a) referring to the Games, any of the Olympic Parties, this Agreement or any of the services or uses contemplated hereunder in any sales literature, letters, B2B 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 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 OCOG, 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 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 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 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 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 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 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 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 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), 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 (Prevention of Ambush Marketing and Other Infringing Activities) 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 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, comprises, curtails, infringes or ambushes, the legitimate marketing activities and rights of the 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 the OCOG does and will obtain and maintain, at its own cost, insurance policies to cover its own liabilities and obligations, in accordance with prudent commercial best practices, taking into account the experience of past Games. 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 to cover its own liabilities and obligations through a municipal risk pool. For the avoidance of doubt, the Parties' respective insurance obligations may be modified pursuant to the subsidiary agreements contemplated herein, including but not limited to the ECRMA, as applicable to the services or other performance obligations set forth thereunder. Further for the avoidance of doubt, and notwithstanding anything to the contrary contained in this Section 21, with respect to any activity conducted by or on behalf of the OCOG in the City, which would otherwise require a City permit with specific insurance coverages and conditions as a normal and customary condition of such City permit (e.g., special events permit), the Parties acknowledge that, subject to Section 7 herein, and in accordance with Section 32 herein, the OCOG shall be responsible for its compliance with such permit conditions, unless and until the parties agree otherwise (i) pursuant to Section 10 herein (*Expedited Permitting and Zoning Processes*), and/or (ii) in accordance with the terms of the ECRMA, or other applicable subsidiary agreement contemplated herein.

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 below 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 (Sustainability and Social Responsibility) or Section 20 (OCOG’s Exclusive Rights) 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, alternating Fridays in which City Hall is closed, or legal holiday observed in the State of California or by the City.
- 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 the performance of any obligation that was otherwise the financial obligation of the City to provide (e.g., the delivery of Normal and Customary Services); 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 (OCOG’s Termination Right) for any City Event of Default under its obligations in Sections 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20, 21, 23, 24, 26, 27, 29, 32, 33, 42, and 43; or
 - c) OCOG shall at all times have the rights and remedies (in addition to those rights and remedies available under this Section, 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 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 (City Event of Default) 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 have the option to pursue the following remedies:

a) City shall at all times have the rights and remedies (in addition to those rights and remedies available under this Section, 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.

22.6. Cumulative Rights. For avoidance of doubt and further to Section 48 (Cumulative Rights) below, 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. Amicable Settlement. Both Parties shall undertake to reach an amicable settlement in cases of any dispute arising out of this Games Agreement ("Dispute"). If an amicable settlement cannot be reached, the OCOG and the relevant City Department shall schedule a meeting of their representatives in a good faith attempt to resolve the issues in Dispute. 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. If, after conferring, no resolution is obtained, then the matter shall be resolved in a manner consistent with Sections 23.2 and 23.3 below. Notwithstanding the foregoing, the Parties agree that for any Dispute arising between the Parties, the place of arbitration shall be the City of Los Angeles, State of California. Both Parties shall continue to perform any obligations under this Games Agreement during any Dispute.

23.2. Dispute Resolution and Waiver of Jury Trial.

- 23.3.1 Dispute Resolution. 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) attached 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 (Dispute Resolution) attached hereto; and provided further that nothing in this Section 23.2 (Dispute Resolution) shall be construed to limit or restrict a Party’s rights under Section 50.2 (Specific Performance) hereof. 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 23.2.1 (Dispute Resolution).
- 23.3.2 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 below) 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 (Waiver of Jury Trial), which is a material inducement for the other Party entering into this Agreement.
- 23.3. 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 rights 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- and 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.
- 23.4. 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 or equitable action regarding any obligation(s) defined in Sections 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20, 21, 23, 24, 26, 27, 29, 32, 33, 41, and 42 of this Agreement or arising in tort involving any of the OCOG Indemnified Parties (as defined below in Section 24.2). 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 and hold harmless the 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 Indemnifiable 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, or dangerous condition involving, the structure, design or layout of the public services, or (d) any claim that relates to the performance of any public services by the City or its Representatives; provided that the foregoing indemnification provisions shall not apply to the extent that any Indemnifiable Claim arises out of or results from any grossly negligent act or omission of willful misconduct of OCOG or any of its Representatives. The City’s duty under this provision shall include an obligation by the City to pay any and all expenses (including reasonable outside attorneys’ fees and other costs of investigation and defense) reasonably incurred by the OCOG Indemnified Parties with respect to any and all Indemnifiable Claims. The indemnification obligations of the City under this Section 24.1 (Indemnities by City) 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 Indemnifiable 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 Indemnifiable Claim arises out of or results from any grossly negligent act or omission of City or any of its Representatives. The OCOG’s duty under this provision shall include an obligation by the OCOG to pay any and all expenses (including reasonable attorneys’ fees and other costs of investigation and defense) reasonably incurred by the City Indemnified Parties with respect to any and all Indemnifiable Claims. The indemnification obligations of the OCOG under this Section 24.2 (Indemnities by the OCOG) 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 defense shall constitute Indemnifiable Claims.

Section 25. Termination

25.1. OCOG’s Termination Right. This Agreement may be terminated by OCOG by providing at least thirty (30) days’ prior written notice to the City pursuant to the terms of Section 22.2 (OCOG’s Remedies) and Section 40 (IOC Approvals).

25.2. City’s Termination Right. This Agreement may be terminated by the City by providing at least thirty (30) days’ prior written notice to the OCOG pursuant to the terms of Section 22.5 (City’s Remedies).

25.3. 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 (Indemnities by City), 24.2 (Indemnities by OCOG), 33 (Confidentiality), and Exhibit C (Dispute Resolution)) 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 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 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 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.

Section 27. Postponement or Cancellation of the Games.

27.1. Postponement or Cancellation of the Games. Notwithstanding anything to the contrary herein, in the event the Games are rescheduled, postponed, cancelled, or relocated outside of the City of LA, or any venue in the City of Inglewood 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 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) 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 best 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 (Amendment), and this Agreement, as amended, shall continue in full and force effect to apply to the Adjusted Games Dates. In the event that the 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. In the event OCOG cancels the 2028 Games without cause (e.g., for reasons other than force majeure, frustration, or impossibility), the City shall receive reimbursement for any unavoidable costs incurred for the rental of capital assets that had been secured with OCOG's prior written approval, up to the levels agreed upon by the Parties. Notwithstanding the foregoing, the City is not relieved of its reasonable duty to mitigate incurred costs and damages as a result of any rescheduling, postponement, cancellation, or relocation of the Games.

Section 28. Cooperation; Further Assurances. The Parties acknowledge that the success of the 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 of this Agreement: (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 (Notices). 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 Representative 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 the Section 31.1 (No Obligations for Unrelated Parties) shall survive any expiration or earlier termination of this Agreement.

Section 32. Compliance with Laws. During the term of this Agreement, 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 Laws"), 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 Public Records Act requests, 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 (Confidentiality) shall be deemed to prevent OCOG from making any statement regarding its intended use of the City's venues as part of the Games; and provided, further, that nothing in this Section 33 (Confidentiality) 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 (Confidentiality) 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 of this Agreement and for a period of three (3) years following the Expiration Date (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 (Retention of Records and Inspection) 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 Games. Subject to the limitation set forth in the first sentence of this Section 35 (Assignment and Delegation), 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 Games 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 Games 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 Guarantees).

Section 39. Non-Recourse. No obligation of the OCOG or the City under this Games 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 Games 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 Games 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 obligations under this Agreement prior to (or after) the receipt of IOC Approval, and this Agreement shall be fully binding on and enforceable against the City upon execution hereof. In the event IOC Approval is not obtained for any reason, OCOG shall have the right to terminate this Agreement in accordance with Section 25.1 (OCOG's Termination Right) above.

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. If any such conflict or inconsistency arises, OCOG will advise the City thereof and the City shall comply with such IOC Requirement. 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).

Section 42. Olympic Charter and Host City Contract. The City agrees to respect the Olympic Charter and that it will take the necessary measures where logistically and fiscally practical and within the City's control and responsibility to assist the City of Los Angeles and the OCOG in fulfilling their obligations under the Host City Contract and other relevant agreements with the IOC, including advocacy for the use of sites within and under the jurisdiction of the City.

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 Games 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 Games 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 Games Agreement shall be deemed to be followed by the phrase, “without limitation.” Unless the context otherwise requires, references in this Games Agreement to Sections, Annexes, Exhibits, and Schedules shall be deemed to be references to Sections of, and Annexes, Exhibits and Schedules to this Games Agreement. Unless the context otherwise requires, the words “hereof,” “hereby,” and “herein,” and words of similar meaning when used in this Games Agreement refer to this Games Agreement in its entirety and not to any particular Section or provision of this Games 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 Games Agreement to be executed by their duly authorized representatives and affixed as of the date of signature of the Parties:

THE CITY OF INGLEWOOD

By: _____
JAMES T. BUTTS, JR.
Mayor, City of Inglewood

Date: _____

APPROVED AS TO FORM:

KENNETH R. CAMPOS, City Attorney

By: _____

Date: _____

ATTEST:

AISHA L. THOMPSON, City Clerk

By: _____

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 INGLEWOOD

City Clerk
One Manchester Boulevard
Inglewood CA 90301

Copies to:
City Attorney
8th Floor
One Manchester Boulevard
Inglewood CA 90301

City Manager
9th Floor
One Manchester Boulevard
Inglewood CA 90301

**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

Type	Location	Third Party Contract (including Third Party Name, Contact Information, and Contract Term)
WOW BILLBOARD Site No. 1	5138 W. Century Blvd.	WOW MEDIA, INC. SCOTT KRANTZ-CEO 3434 OVERLAND AVENUE LOS ANGELES, CA 90064 CITY AGREEMENT NO: 16-035 INITIAL TERM: 10 YEARS
WOW BILLBOARD Site No. 2	9800 La Cienega Blvd.	WOW MEDIA, INC. SCOTT KRANTZ-CEO 3434 OVERLAND AVENUE LOS ANGELES, CA 90064 CITY AGREEMENT NO: 16-035 INITIAL TERM: 10 YEARS
WOW BILLBOARD Site No. 3	9800 La Cienega Blvd.	WOW MEDIA, INC. SCOTT KRANTZ-CEO 3434 OVERLAND AVENUE LOS ANGELES, CA 90064 CITY AGREEMENT NO: 16-035 INITIAL TERM: 10 YEARS
WOW BILLBOARD Site No. 4	5101 W. Century Blvd.	WOW MEDIA, INC. SCOTT KRANTZ-CEO 3434 OVERLAND AVENUE LOS ANGELES, CA 90064 CITY AGREEMENT NO: 16-035 INITIAL TERM: 10 YEARS
WOW BILLBOARD Site No. 5	8307 South La Cienega Blvd.	WOW MEDIA, INC. SCOTT KRANTZ-CEO 3434 OVERLAND AVENUE LOS ANGELES, CA 90064 CITY AGREEMENT NO: 16-035 INITIAL TERM: 10 YEARS
WOW BILLBOARD Site No. 6	8307 South La Cienega Blvd.	WOW MEDIA, INC. SCOTT KRANTZ-CEO 3434 OVERLAND AVENUE LOS ANGELES, CA 90064 CITY AGREEMENT NO: 16-035 INITIAL TERM: 10 YEARS

WOW BILLBOARD Site No. 7	633 W. Manchester Blvd.	WOW MEDIA, INC. SCOTT KRANTZ-CEO 3434 OVERLAND AVENUE LOS ANGELES, CA 90064 CITY AGREEMENT NO: 16-035 INITIAL TERM: 10 YEARS
WOW BILLBOARD Site No. 8	633 W. Manchester Blvd.	WOW MEDIA, INC. SCOTT KRANTZ-CEO 3434 OVERLAND AVENUE LOS ANGELES, CA 90064 CITY AGREEMENT NO: 16-035 INITIAL TERM: 10 YEARS
WOW BILLBOARD Site No. 9	4330 West Century Blvd.	WOW MEDIA, INC. SCOTT KRANTZ-CEO 3434 OVERLAND AVENUE LOS ANGELES, CA 90064 CITY AGREEMENT NO: 16-035 INITIAL TERM: 10 YEARS
WOW BILLBOARD Site No. 10	4330 West Century Blvd.	WOW MEDIA, INC. SCOTT KRANTZ-CEO 3434 OVERLAND AVENUE LOS ANGELES, CA 90064 CITY AGREEMENT NO: 16-035 INITIAL TERM: 10 YEARS
WOW BILLBOARD Site No. 11	3490 W. Century Blvd.	WOW MEDIA, INC. SCOTT KRANTZ-CEO 3434 OVERLAND AVENUE LOS ANGELES, CA 90064 CITY AGREEMENT NO: 21-061 INITIAL TERM: 20 YEARS
WOW BILLBOARD Site No. 12	3490 W. Century Blvd.	WOW MEDIA, INC. SCOTT KRANTZ-CEO 3434 OVERLAND AVENUE LOS ANGELES, CA 90064 CITY AGREEMENT NO: 21-061 INITIAL TERM: 20 YEARS
WOW BILLBOARD Site No. 13	3107 W. Manchester Blvd.	WOW MEDIA, INC. SCOTT KRANTZ-CEO 3434 OVERLAND AVENUE LOS ANGELES, CA 90064 CITY AGREEMENT NO: 21-061 INITIAL TERM: 20 YEARS

WOW BILLBOARD Site No. 14	3107 W. Manchester Blvd.	WOW MEDIA, INC. SCOTT KRANTZ-CEO 3434 OVERLAND AVENUE LOS ANGELES, CA 90064 CITY AGREEMENT NO: 21-061 INITIAL TERM: 20 YEARS
WOW BILLBOARD Site No. 15	299 E. Florence Ave.	WOW MEDIA, INC. SCOTT KRANTZ-CEO 3434 OVERLAND AVENUE LOS ANGELES, CA 90064 CITY AGREEMENT NO: 21-061 INITIAL TERM: 20 YEARS
WOW BILLBOARD Site No. 16	299 E. Florence Ave.	WOW MEDIA, INC. SCOTT KRANTZ-CEO 3434 OVERLAND AVENUE LOS ANGELES, CA 90064 CITY AGREEMENT NO: 21-061 INITIAL TERM: 10 YEARS
WOW BILLBOARD Site No. 17	Market Street	WOW MEDIA, INC. SCOTT KRANTZ-CEO 3434 OVERLAND AVENUE LOS ANGELES, CA 90064 CITY AGREEMENT NO: 21-061 INITIAL TERM: 20 YEARS
WOW BILLBOARD Site No. 18	Market Street	WOW MEDIA, INC. SCOTT KRANTZ-CEO 3434 OVERLAND AVENUE LOS ANGELES, CA 90064 CITY AGREEMENT NO: 21-061 INITIAL TERM: 20 YEARS
WOW BILLBOARD Site No. 19	250 E. Florence Ave/213 E. Regent Street	WOW MEDIA, INC. SCOTT KRANTZ-CEO 3434 OVERLAND AVENUE LOS ANGELES, CA 90064 CITY AGREEMENT NO: 19-286 [ST MARKET, D3, LLC] INITIAL TERM: 10 YEARS
WOW BILLBOARD Site No. A	9131 South La Cienega Blvd.	WOW MEDIA, INC. SCOTT KRANTZ-CEO 3434 OVERLAND AVENUE LOS ANGELES, CA 90064 CITY AGREEMENT NO: 16-035 INITIAL TERM: 10 YEARS

WOW BILLBOARD Site No. B	9131 South La Cienega Blvd.	WOW MEDIA, INC. SCOTT KRANTZ-CEO 3434 OVERLAND AVENUE LOS ANGELES, CA 90064 CITY AGREEMENT NO: 16-035 INITIAL TERM: 10 YEARS
WOW BILLBOARD Site No. C	9009 South La Cienega Blvd.	WOW MEDIA, INC. SCOTT KRANTZ-CEO 3434 OVERLAND AVENUE LOS ANGELES, CA 90064 CITY AGREEMENT NO: 16-035 INITIAL TERM: 10 YEARS
WOW BILLBOARD Site No. D	9009 South La Cienega Blvd.	WOW MEDIA, INC. SCOTT KRANTZ-CEO 3434 OVERLAND AVENUE LOS ANGELES, CA 90064 CITY AGREEMENT NO: 16-035 INITIAL TERM: 10 YEARS
PEARL MEDIA SUPERGRAPHIC BILLBOARD	151 Forest Street, Suite J, Montclair, New Jersey 07039	PEARL MEDIA, LLC. JOSH COHEN-CEO LOS ANGELES, CA 90064 CITY AGREEMENT NO: 10-68 INITIAL TERM: 3 YEARS
ELECTRA MEDIA BILLBOARD	11305 South Prairie Street	ELECTRA MEDIA, INC. ROD WILSON-CEO LAWNDALE, CA 90260 CITY AGREEMENT NO: 97-03 INITIAL TERM: 10 YEARS
SKY POSTERS SUPERGRAPHIC BILLBOARD	9800 South La Cienega Blvd	SKY POSTERS, INC. MIKE MCNEILEY-CEO LOS ANGELES, CA 90064 CITY AGREEMENT NO: 10-66 INITIAL TERM: 3 YEARS
ELECTRA MEDIA BILLBOARD	8801 South La Cienega Blvd.	ELECTRA MEDIA, INC. ROD WILLSON-CEO LAWNDALE, CA 90261 CITY AGREEMENT NO: NONE INITIAL TERM: NOT APPLICABLE

Games Agreement Exhibit C

Dispute Resolution

1. Discussion Period

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. 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 below.

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 above, 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 (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 the terms of the IOC Charter and the Host City Contract throughout the term of this 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 it 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 21 (Insurance) and 26.1 (Sustainability and Social Responsibility);
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.