

GAMES AGREEMENT

Between

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

Address: 1150 S Olive St, 7th Fl, Los Angeles, CA 90015

and

The City of Pomona

Address: 505 S Garey Ave, Pomona, CA 91766

TABLE OF CONTENTS

SECTION 1.	RECITALS.....	2
SECTION 2.	PURPOSE.....	2
SECTION 3.	VOLUNTARY.....	2
SECTION 4.	TERM.	2
SECTION 5.	CITY LIAISONS.....	2
SECTION 6.	POWER TO BIND.	2
SECTION 7.	DELIVERY OF CITY RESOURCES.....	2
SECTION 8.	PRIORITY OPTION ON CITY ADVERTISING SPACE.	5
SECTION 9.	PRIORITY ROOM BLOCK AT NEW CITY HOTEL DEVELOPMENTS.	7
SECTION 10.	PERMITTING AND ZONING NEEDS.....	7
SECTION 11.	ADMISSIONS/TICKET TAX.....	7
SECTION 12.	OTHER EVENTS.....	8
SECTION 13.	UNAUTHORIZED STREET TRADING.....	8
SECTION 14.	UNFAIR BUSINESS PRACTICES PROTECTION	8
SECTION 15.	ACCESSIBILITY STANDARDS.....	9
SECTION 16.	TRANSPORT AND TRAFFIC	9
SECTION 17.	SECURITY.....	9
SECTION 18.	VENUE CONSTRUCTION AND INFRASTRUCTURE DEVELOPMENT PROJECTS	9
SECTION 19.	VENUE USE AGREEMENTS.....	10
SECTION 20.	OCOG EXCLUSIVE RIGHTS.....	10
SECTION 21.	RISK MANAGEMENT.....	13
SECTION 22.	EVENT OF DEFAULT	13
SECTION 23.	DISPUTE RESOLUTION.....	15
SECTION 24.	INDEMNIFICATION.....	16
SECTION 25.	TERMINATION	17
SECTION 26.	GENERAL PROVISIONS.....	17
SECTION 27.	POSTPONEMENT OR CANCELLATION OF THE GAMES.	18
SECTION 28.	COOPERATION; FURTHER ASSURANCES.....	18
SECTION 29.	AUTHORITY OF CITY.	18
SECTION 30.	NOTICES	19
SECTION 31.	RELATIONSHIP OF PARTIES	19
SECTION 32.	COMPLIANCE WITH LAWS.....	20

SECTION 33. CONFIDENTIALITY.....	20
SECTION 34. RETENTION OF RECORDS AND INSPECTION.	20
SECTION 35. ASSIGNMENT AND DELEGATION.....	21
SECTION 36. AMENDMENT; WAIVER.....	21
SECTION 37. HEADINGS.....	21
SECTION 38. AGREEMENT.	21
SECTION 39. NON-RECOURSE.....	21
SECTION 40. IOC APPROVAL REQUIRED.	21
SECTION 41. PRIMACY OF THE IOC REQUIREMENTS.....	22
SECTION 42. OLYMPIC CHARTER AND HOST CITY CONTRACT.....	22
SECTION 43. SEVERABILITY.	22
SECTION 44. COUNTERPARTS.....	22
SECTION 45. NO THIRD PARTY BENEFICIARY.	22
SECTION 46. GOVERNING LAW.	22
SECTION 47. TIME OF THE ESSENCE.....	22
SECTION 48. CUMULATIVE RIGHTS.	22
SECTION 49. RIGHT TO ENFORCE STRICTLY; SPECIFIC PERFORMANCE.....	23
SECTION 50. INTERPRETATION.	23
SECTION 51. [POTENTIAL ADDITIONAL PROVISIONS.].....	ERROR! BOOKMARK NOT DEFINED.

EXHIBITS

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

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

This City of Pomona 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 Pomona, 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, the International Olympic Committee (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 and to set forth other customary terms and conditions to provide a critical framework for how the OCOG and the City will work together (including with respect to public services in support of the 2028 Games);

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 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 and positive impacts for local communities;

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” or “HCC”), 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 (collectively, the “Term”).

Section 5. City Liaisons. The City hereby designates the City Manager or his or her 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 a regular 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, 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 its fiscal year 2022, 2023, and 2024 upon execution of this Agreement.

- 7.1.2 Notwithstanding 7.1, 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 repayment timeline, audit rights (including as it relates to City labor agreements), and other schedule, process, and cost estimation considerations. The rates set forth in the ECRMA will be adjusted to reflect the actual rates included in existing City labor agreements effective during the delivery of any Enhanced City Resources.
- 7.2.1 The City designates the Deputy Director, Office of Economic and Business Affairs or their designee, 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 Deputy Director of Office of Economic and Business Affairs shall coordinate City-wide administrative oversight, budgetary control, receipt of payments for Enhanced City Resources from the OCOG, reconciliation of costs and services, integration of city services across venue cities, 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 Deputy Director of Office of Economic and Business Affairs (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.

7.5 Compensation.

- 7.5.1 Calculation of Compensation for Enhanced City Resources. The Parties agree that compensation for Enhanced City Resources will be calculated based on the unit and rate of a given Enhanced City Resource identified in the ECRMA and/or VSAs.
- 7.5.2 Enhanced City Resources. The Parties agree to negotiate in good faith, as part of the ECRMA, the portion of Enhanced City Resources that will be provided at the City’s cost and expense.
- 7.5.3 Recession Principle. The Parties acknowledge and agree that the OCOG’s compensation to the City for Enhanced City Resources shall be used to supplement Normal and Customary Services. Accordingly, should the City, in its sole discretion, decide to decrease the level and/or range of Normal and Customary Services established pursuant to Section 7.1.1 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.
- 7.5.4 Capital Assets Rental Principle. The City acknowledges and agrees that the OGOC 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. The

Parties further acknowledge and agree that if the City decides to purchase or rent capital assets to meet 2028 Games requirements, the OCOG shall not be responsible for the cost or reimbursement of such purchase or rental absent the OCOG's prior written consent.

- 7.5.5 Time-shifting of Public Services. The Parties acknowledge and agree that City public services that are time-shifted to support 2028 Games requirements but are not otherwise provided at levels above the Normal and Customary Services established pursuant to Section 7.1.1 (e.g., the timing of certain road repairs) will not be calculated as Enhanced City Resources.
- 7.5.6 Other Mandatory Fees. As provided in Section 7.1, the OCOG shall not be required to compensate the City for any costs, fees, charges, or expenses incurred by the City in connection with Normal and Customary Services. In addition and notwithstanding the foregoing, the OCOG shall not be required to any fee or cost included in calculating the costs of Enhanced City Resources in a VSA (and/or the ECRMA).
- 7.5.7 Ordinary and Customary Prices. In accordance with Section 7.5.3 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. Priority Option on City Advertising Space.

- 8.1. The City hereby confirms that it is the owner, manager, licensor, lessor, or operator of certain out of home media units, including, without limitation, static or digital billboards, bulletins, street banners, posters, spectacles, murals, street furniture, transit displays, or any other units available for advertising display located in and around the "Olympic Locations" as set forth in Exhibit B (collectively, "City Ad Space") within those Games-related clean zones defined as those geographically defined areas within a one (1) mile square perimeter of each of the Identified Venues, the exterior or interior of any City owned or controlled transportation system, and all major transportation corridors connecting or affording ingress and egress to and from the Identified Venues (the "Clean Zones"). In support of the parties' collective goal of hosting a successful 2028 Games, and for consideration already paid, the City hereby grants to the OCOG a priority option (the "Option") to purchase up to One Hundred Percent (100%) of the City's existing or later acquired City Ad Space located within the Clean Zones, during that period commencing two (2) weeks prior to the start of the 2028 Olympic Games and continuing until one (1) week following the conclusion of the 2028 Paralympic Games, which is currently contemplated to be June 30, 2028

through September 3, 2028 (the “Games Period”). The Option shall be available for exercise by the OCOG, either on behalf of itself, or the IOC, IPC, USOPC, USOPP, or their respective sponsors, retail partners, or other designees identified in writing, during the period commencing June 30, 2025 and extending through and including July 1, 2027 (the “Option Period”), consistent with any relevant Out of Home Advertising Agreement approved for use by the IOC.

- 8.2. As of the Effective Date, the City represents that Exhibit B hereto contains a true and accurate list of all City Ad Space located within the Clean Zones and a description of any current contract, agreement, arrangement, license, or understanding with any third party, for example, any media operator, manager, licensor, licensee, lessor, or lessee, granting any rights in or to such City Ad Space during the Games Period (each, a “Third Party Contract”). The City agrees to conduct regular reviews of its inventory and related contracts on at least a quarterly basis during the Term and to promptly notify the OCOG of any changes to this Exhibit B at any time during the Term or upon reasonable written request from the OCOG.
- 8.3. The OCOG, at its sole discretion, shall be entitled to exercise any Option with respect to some or all of the City Ad Space and for all or any portion of the Games Period at any time (and as many times as it chooses) during the Option Period, provided the exercise of any Option must be made by way of written notice to the City or its relevant media operator on or prior to the Option End Date (each, an “Option Exercise Notice”). The City agrees that any Option exercised by the OCOG for its own usage in furtherance of the OCOG Branding Plan, as further described at Section 20.6, shall be provided by the City free of charge to the OCOG. The City agrees that the rate per billing cycle related to the exercise of any other Option by or on behalf of any entity other than the OCOG shall be reasonable, customary and competitive in the local market for the type of media unit provided and shall be calculated based on the highest average purchase price charged by the City or its relevant media operator for each applicable unit of Ad Space for the billing cycles in reference calendar year 2024 and the first six (6) months of calendar year 2025 (“Reference Period”), plus five percent (5%) per annum, as prorated for any partial calendar year, for the period commencing July 1, 2025 and extending through June 30, 2028 (the “Ad Rates”). If any Ad Space was first developed or converted to a different medium after the commencement of the Reference Period, the relevant Ad Rate shall be calculated using a comparable unit of ad space, in the same medium and in a comparable location, as the basis for the above calculation. If there is insufficient historical data for any particular unit of Ad Space during the Reference Period, for example, where the relevant Ad Space was in existence for less than six (6) months of the Reference Period or there are insufficient comparable units to use as the basis for the calculation, and if the parties cannot agree on the applicable Ad Rate within thirty (30) days following commencement of negotiations, the parties shall select and appoint a mutually agreeable independent neutral third party out of home agency or other expert familiar with the Greater Los Angeles market to determine an applicable benchmark or range, which the parties shall then use to negotiate the applicable Ad Rate. The Parties shall undertake commercially reasonable efforts to ensure that the neutral third party adheres as closely as possible to the calculation principles set forth above in setting the relevant benchmark or range for the Ad Rate. For purposes of this calculation, “billing cycle” shall mean a standard four (4)-week billing cycle unless otherwise agreed in writing by the parties. Following the exercise of any Option, the City or its media operator shall promptly confirm the applicable Ad Rates and the relevant parties shall negotiate and sign a definitive written agreement, with commercially reasonable terms and conditions consistent with those finalized between the OCOG and other media operators operating in the greater Los Angeles region for comparable units of ad space. To the extent that the OCOG or its designee enters a direct agreement with City’s media operator or other designated agent regarding an option to purchase or the purchase of any of City’s Ad Space, that direct agreement shall control and supersede this Agreement with respect to the applicable Ad Space as of the effective date thereof.

- 8.4. Following the Effective Date, if the City proposes to enter or renew any Third Party Contract, such that it will extend into any portion of the Games Period, the City shall promptly notify the OCOG and shall also first require that the applicable third party grant a priority option to the OCOG, consistent with the terms hereof. Such terms shall also be captured in any request for proposal issued by the City with respect to the use of any City Ad Space during any portion of the Games Period. If any of City's Ad Space is already subject to a Third Party Contract for any portion of the Games Period, the City shall use commercially reasonable efforts to work with the applicable third party to make the City Ad Space temporarily available to the OCOG during the Games Period, consistent with the terms hereof, including the risk management provisions herein related to OCOG Indemnified Parties. To the extent that the City is unable to reach agreement under the terms of any Third Party Contract, or otherwise, the City covenants and agrees that it will not permit the use of any of the City Ad Space in any manner, or by any third party, which claims a false or unauthorized association with the Olympic Parties and/or the 2028 Games, or which is likely to induce in the minds of members of the public any association between any third party and the Olympic Parties by means of Ambush Marketing or otherwise, or which infringes the laws that protect the imagery and marks of the OCOG, the IOC, the IPC, the USOPC, or the 2028 Games.
- 8.5. Following the Effective Date, to the extent permitted by law, if the City issues or renews any permit to develop or otherwise erect out of home advertising space (whether traditional, electronic, digital, building wraps, or other medium) in any of the Clean Zones, which will be available for purchase during any portion of the Games Period, the City shall also promptly notify the OCOG and shall first require that the applicable third party grant a priority option to the OCOG to purchase the applicable City Ad Space during the Games Period, consistent with the terms hereof.
- 8.6. The OCOG agrees not to knowingly or intentionally utilize any out of home media units that are the subject of active litigation with the City or on any unpermitted signs within the City, provided that the City has provided written notice to OCOG of any such out of home media units.

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

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

Section 10. Permitting and Zoning Needs.

The City agrees to use its best efforts to and to work in good faith with the OCOG and its applicable partners, including venue owners/operators, to prioritize, expedite and approve the permitting and zoning needs for the Games. The City's point of contact for such permitting and zoning needs is the Deputy Director, Office of Economic and Business Affairs or their designee.

Section 11. Admissions/Ticket Tax.

The City agrees (i) to not subject the 2028 Games events to any current and/or future admissions taxes, parking taxes or related taxes and (ii) that such waiver shall not burden the applicable venue owners/operators and teams.

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 OCOG. City represents that it stages a monthly “Second Saturday Art Walk” that takes place in and around 197 W. Second St., Pomona, CA 91766. Provided that (i) such event occurs in substantially the same format, location, and scale that it has historically occurred as of the date hereof and (ii) City takes all reasonable measures to ensure that such event does not materially adversely impact the successful planning, organizing, financing and staging of the Games or their public and media exposure, this Section 12 (Other Events) shall not preclude the Second Saturday Art Walk from occurring on July 8, 2028. Unless otherwise agreed by the OCOG, City shall not claim any unauthorized association between the Second Saturday Art Walk, on the one hand, and the Olympic Parties and/or the 2028 Games, on the other hand, nor shall City make any statement(s) or take any action(s) that is likely to induce in the minds of members of the public any association between the Second Saturday Art Walk and the Olympic Parties and/or the 2028 Games.

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. Specifically, City Code Sec. 30-675 provides that a City permit must be obtained by all sidewalk vendors prior to engaging in any sidewalk vending activities; and City Code Sec. 30-677 prohibits vending activity within the vicinity of a site designated by a Temporary Event Permit or Special Event Permit.
- 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 has broad authority to protect spectators and participants from unfair business practices during the Games. The City shall undertake best efforts to enforce 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 designation of the 2028 Games a National Special Security Event, the City agrees to work in good faith with the California Olympic and Paralympic Public Safety Command, IOC, the U.S. Department of Homeland Security, and the OCOG to ensure a safe and peaceful celebration of the 2028 Games within the City.

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:

- 2025 California Building Standards Code
- California Fire Code
- Pomona City Code
- Pomona Zoning and Development Code

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 approval of the OCOG; provided the foregoing shall not apply to necessary repairs that arise during the Games Period or requirements set forth by Applicable Laws.

Section 19. Venue Use Agreements.

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

Section 21. Risk Management

- 21.1. Insurance. The Parties acknowledge that, in accordance with the Games Agreement between the OCOG and the City of Los Angeles, the OCOG does and will obtain and maintain, at its own cost, insurance policies in accordance with prudent commercial best practices, taking into account the experience of past Olympic Games. The Parties intend that specific insurance requirements shall be negotiated and evidenced by the ECRMA, or VSAs, or other related agreements. The Parties acknowledge that the City, on behalf of itself and its departments and agencies, does and will obtain and maintain, at its own cost, insurance policies through a municipal risk pool.
- 21.2. Insurance Policies. The Parties shall cooperate in good faith to designate each other as either an additional insured, interest, payee, or beneficiary on applicable insurance policies related to their respective obligations hereunder, including any indemnification obligations, and under any subsidiary agreement contemplated hereunder, including but not limited to the ECRMA. As applicable, such subsidiary agreements shall specify required insurance coverages and terms applicable to the services or other performance obligations contemplated thereunder.

Section 22. Event of Default

- 22.1. City Event of Default. The occurrence of any of the following events shall constitute an event of default of the City for purposes of this Agreement (each, a "City Event of Default"):
 - 22.1.1 any failure by the City to perform any of its obligations under this Agreement (except those referenced in Section 22.1.2 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, or legal holiday in the State of California.
- 22.2. OCOG's Remedies. Upon the occurrence of any City Event of Default, OCOG shall have the option to pursue any of the following remedies:
- a) OCOG shall have the right, but not the obligation, to perform any obligation of the City, hereunder, and the City shall promptly reimburse OCOG for all costs and expenses incurred by OCOG or its representatives in connection with such performance; provided that OCOG may, at OCOG's option, elect to offset such cost and expenses against any amounts that would otherwise be payable to the City under this Agreement;
 - b) OCOG shall have the right upon written notice to the City to terminate this Agreement in accordance with Section 25.1 (OCOG's Termination Right); 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 at all times have the option to pursue any legally available rights and remedies including without limitation

declaratory, injunctive or other equitable relief, and specifically enforce this Agreement.

- 22.6. Cumulative Rights. For avoidance of doubt and further to Section 48 (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 Section 23.2 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.

- 23.2.1 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 49.2 (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).

- 23.2.2 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 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 action which is initiated by 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 OCOG. The OCOG shall indemnify, defend and hold harmless the City and its respective Representatives (collectively, the "City Indemnified Parties") from and against any and all City Indemnifiable Claims incurred by any City Indemnified Party in connection with, arising out of, or resulting from (a) any negligent act or omission or willful misconduct by OCOG Indemnified Parties in connection with this Games Agreement; or (b) any breach of any of the OCOG's representations, warranties or covenants under this Games Agreement (the "City Indemnifiable Claims"); *provided that* the foregoing indemnification, defense and hold harmless provisions shall not apply to the extent that any City Indemnifiable Claim arises out of or results from any grossly negligent act or omission of willful misconduct of City or any of its Representatives. The indemnification obligations of the OCOG under this Section 24.1. (Indemnities by OCOG) shall survive any expiration or earlier termination of this Games Agreement.
- 24.2. Indemnities by the City. The City shall indemnify, defend and hold harmless LA28, 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 OCOG 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 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 (collectively, the "OCOG Indemnifiable Claims"); *provided that* the foregoing indemnification provisions shall not apply to the extent that any OCOG 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 indemnification obligations of the City under this Section 24.2 (Indemnities by the City) 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 without penalty or other liability, at any time, by providing at least thirty (30) days' prior written notice to the City, (a) for any or no reason up until the date that is one (1) year prior to the commencement date of the Games Period, in OCOG's sole and exclusive discretion; or (b) pursuant to the terms of Section 22.2 (OCOG's Remedies) and Section 40 (IOC Approval Required).
- 25.2. City's Termination Right. This Games Agreement may be terminated by the City following an OCOG Event of Default by providing at least thirty (30) days prior written notice of termination 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 OCOG), 24.2 (Indemnities by City), 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 and the Games impact to OCOG for OCOG's internal research, recordkeeping and public reporting purposes.
- 26.1.2 OCOG is committed to delivering an inclusive and socially responsible Games experience for all athletes, fans, partners, and the surrounding community. The OCOG prioritizes 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 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 Pomona 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 terms and conditions agreed to 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.

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.

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). "IOC Requirement" means, collectively, the Olympic Charter and the Host City Contract, each as amended, supplemented or otherwise modified from time to time.

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

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

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

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

By: _____
TIM SANDOVAL
Mayor, City of Pomona

By: _____
ANITA D. SCOTT
City Manager, City of Pomona

Date: _____

Date: _____

APPROVED AS TO FORM:

Sonia Carvalho, City Attorney

ATTEST:

Rosalia A. Butler, MMC, City Clerk

By: _____

By: _____

Date: _____

Date: _____

LOS ANGELES ORGANIZING COMMITTEE FOR THE OLYMPIC AND PARALYMPIC GAMES 2028

By: _____
REYNOLD N. HOOVER
Chief Executive Officer

Date: _____

Games Agreement Exhibit A
Addresses for Notices

THE CITY OF POMONA

Anita Scott
City Manager
505 South Garey Avenue
Pomona, CA 91766

Ata Khan
Deputy Director
Office of Economic and Business Affairs
505 South Garey Avenue
Pomona, CA 91766

Sonia Carvalho
City Attorney
505 South Garey Avenue
Pomona, CA 91766

LOS ANGELES ORGANIZING COMMITTEE FOR THE OLYMPIC AND PARALYMPIC GAMES 2028

Reynold Hoover
Chief Executive Officer
1150 S. Olive Street 7th Floor
Los Angeles, CA 90015

John Harper
Chief Operating Officer
1150 S. Olive Street 7th Floor
Los Angeles, CA 90015

Elisabeth Freinberg
Chief Legal Officer
1150 S. Olive Street 7th Floor
Los Angeles, CA 90015

Games Agreement Exhibit B
City Ad Space

Type	Location	Third Party Contract (including Third Party Name, Contact Information, and Contract Term)
Street Light Pole Banners	Citywide	City of Pomona
City Operated Bus Shelters	Citywide	City of Pomona
Pomona Civic Center	City Hall, Council Chambers, Chuck Bader Conference Room, Police Department, Digital Sign Reader, and Public Library, and outdoor areas within Civic Center Plaza	City of Pomona
Pomona City Parks	All City Parks, including Community Centers	City of Pomona
First Street Bridge Crossings	First Street	City of Pomona
Pomona Transit Center	Downtown Pomona at Main and Commercial	City of Pomona

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 Olympic 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 Sections 21 (Risk Management) 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.