

**THIRD AMENDMENT
AGREEMENT REGARDING INTERIM USE OF FAIRPLEX**

This Third Amendment to the Agreement Regarding Interim Use of Fairplex ("**Third Amendment**") is entered into by and between the City of Pomona (the "CITY") and Los Angeles County Fair Association ("FAIRPLEX") and is dated for reference purposes only as of August 4, 2025.

RECITALS

A. The CITY and FAIRPLEX entered into that certain Agreement Regarding Interim Use of Fairplex with an effective date of August 20, 2019 ("**Original Agreement**"), pursuant to which FAIRPLEX agreed to prepare a Specific Plan that would replace the F-Zone and regulate land uses at the Los Angeles Fairgrounds (the "Property"). On March 9, 2021, the CITY and FAIRPLEX executed that certain First Amendment Agreement Regarding Interim Use of Fairplex (the "**First Amendment**") pursuant to which, the parties, among other things, extended the term of the Agreement to August 20, 2023. On November 21, 2022, the CITY and FAIRPLEX executed that certain Second Amendment Agreement Regarding Interim Use of Fairplex (the "**Second Amendment**"), pursuant to which, the parties, among other things, extended the term of the Agreement to August 20, 2025 (the First Amendment, Second Amendment and the Original Agreement, collectively, "**the Agreement**").

B. CITY and FAIRPLEX desire to further extend the term of the Agreement as provided in this Third Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CITY and FAIRPLEX do hereby agree as follows:

1. Defined Terms. Unless otherwise defined in this Third Amendment, each term used in this Third Amendment with initial capitalized letters will have the same meaning given to such term in the Agreement.

2. Amendments. Sections 1 and 7e (Subsections i, ii, and iii of Section 7e remain as stated in the First Amendment) of the Agreement are hereby amended and restated as follows:

a. Section 1. The "Effective Date" of this Agreement shall be the latest date written on the signature page of this original Agreement (August 20, 2019) after it has been approved by the City Council and the Board of Directors, respectively, and executed by the Parties. Except for those provisions that expressly survive the expiration or earlier termination of this Agreement, the "Term" of this Agreement shall commence on the Effective Date and shall continue in full force and effect (unless earlier terminated pursuant to the terms hereof) until December 31, 2025

b. Section 7e. Contribution of Funds to the Mitigation Fund. Subject to applicable laws, Fairplex shall fund the Mitigation Fund until December 31, 2025 by

implementing the revenue generating measures set forth in this Section 7(e). Fairplex represents that such revenue generation measures set forth in this Section 7(e) do not violate any existing requirements or obligations of Fairplex.

3. Notice Information. Section 10 of the Original Agreement is hereby amended to provide updated contact information for FAIRPLEX as follows:

FAIRPLEX

Los Angeles County Fair Association
1101 W. McKinley Avenue
Pomona, California 91768
Attn: Walter Marquez, President & CEO
Email: wmarquez@fairplex.com

with a copy of all notices to:

Somos Law Group LLP
304 South Broadway Suite 350
Los Angeles, California 90013
Attn: Derek Galey, Esq.
Email: derek@somosgroup.org

4. Miscellaneous. This Third Amendment may be executed in two or more counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement. Except as amended hereby, all provisions of the Agreement shall remain unchanged and in full force and effect. In the event of any conflict, the express provisions of this Third Amendment shall control and govern as to any inconsistency or contradiction between the provisions of this Third Amendment and the provisions of the Agreement.

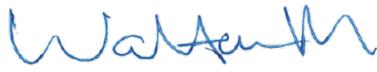
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Third Amendment as of the date last written below.

CITY OF POMONA

**LOS ANGELES COUNTY FAIR
ASSOCIATION**

By: _____
Tim Sandoval, Mayor

By:  _____

Name: Walter Marquez

Date: _____, 2025

Its: President and CEO

ATTEST:

Date: July 25 _____, 2025

Rosalia Butler
City Clerk (SEAL)

APPROVED AS TO FORM:

By: _____
City Attorney