

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

This Second Amendment to the Agreement Regarding Interim Use of Fairplex ("**Second 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 November 21, 2022.

RECITALS

A. CITY and FAIRPLEX entered into the Agreement Regarding Interim use of Fairplex with an Effective Date of August 20, 2019 ("**Agreement**"), pursuant to which FAIRPLEX agreed to prepare a Specific Plan that would replace the F-Zone and regulate land uses on the Property. On March 9, 2021, The CITY and FAIRPLEX executed the amended Agreement ("**First Amendment**") to extend the term to August 20, 2023.

B. CITY and FAIRPLEX desire to further extend the term of the Agreement as provided in this Second 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 Second Amendment, each term used in this Second 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 August 20, 2025.

b. Section 7e. Contribution of Funds to the Mitigation Fund. Subject to applicable laws, Fairplex shall fund the Mitigation Fund for a period of six (6) years following the Effective Date 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. Miscellaneous. This Second 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 Second Amendment shall control and govern as to any inconsistency or contradiction between the provisions of this Second Amendment, the First Amendment and the provisions of the Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Second 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: _____, 2022

Its: President and CEO

ATTEST:

Date: _____, 2022

Rosalia Butler
City Clerk (SEAL)

APPROVED AS TO FORM:

By: _____
City Attorney