

EXHIBIT NO. 1

**GAMES AGREEMENT**

Between

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

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

and

**The City of Carson**

Address: 701 E Carson Street, Carson, CA 90745

**TABLE OF CONTENTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION 19. VENUE USE AGREEMENTS..... 11**

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

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

**SECTION 22. EVENT OF DEFAULT ..... 15**

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

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

**SECTION 25. TERMINATION ..... 18**

**SECTION 26. GENERAL PROVISIONS. ....19**

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

**SECTION 28. COOPERATION; FURTHER ASSURANCES.....20**

**SECTION 29. AUTHORITY OF CITY.....20**

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

**SECTION 31. RELATIONSHIP OF PARTIES .....21**

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

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

**EXHIBITS**

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

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

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

WITNESSETH

WHEREAS, on January 25, 2016, September 9, 2016, and May 16, 2023, the City delivered to the International Olympic Committee (the “IOC”) in connection with the candidature of the City of Los Angeles for the 2024 Olympic and Paralympic Games (the “2024 Games”), letters which set forth certain governing principles and commitments from the City regarding its participation as a venue city in the 2024 Games (collectively, the “Guarantees”);

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

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

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

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

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

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

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

WHEREAS, the Parties desire to work together in good faith to host a safe and fiscally-responsible 2028 Games that will help bring recognition to the City in a manner 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 and positive impacts for local communities as a guiding principle;

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

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

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

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

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

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

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

**Section 4. Term.** This Games Agreement shall become effective on the date of the last signature set forth below by the Parties (i.e., the Effective Date) and shall remain in effect until the earlier of (i) the date the OCOG (or a successor-in-interest having assumed all of the OCOG’s obligations under this Agreement, if the OCOG ceases to exist) has satisfied all of its obligations pursuant to this Agreement, including following resolution of any disputes in accordance with applicable procedures pursuant to this Agreement; (ii) the date of the express written agreement of each of the Parties hereto to terminate this Games Agreement; and (iii) the date this Agreement is terminated in accordance with Section 25.

**Section 5. City Liaisons.** The City hereby designates the City Manager or his, her or their designees 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 may include, but are not limited to, police, fire, transportation, public works, and building and safety, to the extent provided by the City within its authority and jurisdiction.

7.1.1 The City and OCOG agree to meet on at least an annual basis and, by October 1, 2025, mutually agree (in writing) on the Normal and Customary Services. The Parties will collaborate in good faith, exchange information relevant to the City's provision of Normal and Customary Services, 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, consisting of relevant invoices issued by the City for events for which the City delivered services, for: (1) its fiscal year 2021-2022 and fiscal year 2022-2023 sixty (60) days after the Effective Date of this Agreement, and (2) its fiscal year 2023-2024 by December 31, 2024.

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

7.2 Enhanced City Resources Master Agreement. The City shall provide within each Games Footprint 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"), to the extent provided in an ECRMA (as defined in the next sentence) approved and executed by the City. 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, provisions for full reimbursement to City for the Enhanced City Resources (except as otherwise provided in Sections 7.3 and 7.5.2), unit costs, rates, a repayment timeline, audit rights (including as it relates to City labor agreements), and other schedule, process, and cost estimation considerations as determined by the Parties' good faith negotiations per Section 7.5.2 below. The rates set forth in the ECRMA will be adjusted to reflect the actual rates included in existing City labor agreements effective during the delivery of any Enhanced City Resources.

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

7.2.2 For the avoidance of doubt, (i) the ECRMA (and, in turn, and as described in Section 7.4, the VSAs) shall set forth the specific Enhanced City Resources to be provided by the City, and (ii) subject to the terms of (x) City contracts in effect as of the Effective Date 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. Subject to Section 7.5.2 (City Covered Enhanced City Resources), the ECRMA may include terms and processes with respect to (i) determining, in real-time, any Enhanced City Resources which may be covered by the City at its sole cost and expense 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, at its sole cost and expense, 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 City Manager (by and through its City Liaison(s)), who shall, in turn, ensure coordination with any relevant City department or planning body in order to facilitate City-wide administrative oversight, budgetary control, and any requests which may require further approval by the Mayor and Council.
- 7.4.2 Games Footprint. The Parties acknowledge and agree that the Enhanced City Resources to be provided under a given VSA shall be estimated based on a geographical footprint that (i) is deemed to be in effect for the periods of time that 2028 Games and/or 2028 Games related events are to occur at an Identified Venue and (ii) determines the physical boundaries of such Identified Venue with view to its specific geographic location, the events to be held at the applicable Identified Venue, and relevant characteristics of the community in which the Identified Venue is located (each such footprint, a “Games Footprint”). The Games Footprint of an Identified Venue shall be specifically defined within its VSA and established by the OCOG.
- 7.4.3 Early Planning for Enhanced City Resources and Venues. The Parties acknowledge and agree that planning for Enhanced City Resources and Identified Venues has begun prior to the execution of this Games Agreement and will continue through the execution of the ECRMA and VSAs.



7.5 Compensation.

- 7.5.1 Calculation of Compensation for Enhanced City Resources. The Parties agree that compensation for Enhanced City Resources will be calculated based on the unit and rate of a given Enhanced City Resource identified in the ECRMA and/or VSAs.
- 7.5.2 City Covered Enhanced City Resources. The Parties agree to negotiate in good faith, as part of the ECRMA, the portion of Enhanced City Resources, if any, that will be provided at the City's cost and expense. Unless otherwise mutually agreed by the Parties, the ECRMA shall provide for full reimbursement by OCOG to the City for any and all Enhanced City Resources provided by the City.
- 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 services below the Normal and Customary Services established pursuant to Section 7.1 due to a financial recession or any other reason, the Parties acknowledge and agree that, subject to Section 7.5.2 (City Covered Enhanced City Resources), (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 Normal and Customary Services 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 within each Games Footprint while in effect as required pursuant to Section 7.1 (at the City's cost and expense) and (y) at the levels and ranges above those established pursuant to Section 7.1.1 as set forth in the ECRMA and/or VSAs (at the OCOG's cost and expense, subject to Section 7.5.2 (City Covered Enhanced City Resources)).
- 7.5.4 Capital Assets Rental Principle. The City acknowledges and agrees that the OCOG shall not be responsible for the City's purchase or rental of any capital assets (i.e., those assets other than people) that are needed to temporarily deliver Enhanced City Resources, as may be agreed to by the Parties in an ECRMA, unless the OCOG has provided prior written consent stating that the OCOG will be responsible for the cost or reimbursement of such purchase or rental.
- 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, unless such time shift requires repayment of overtime in accordance with existing labor agreements.
- 7.5.6 City Permits and 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, including any permit fees and all other fees usually required for the issuance of any permit, plan check inspection, and the like which would be required absent this Games Agreement. With respect to Enhanced City Resources, the OCOG shall not be required to compensate the City for any fee or cost for any administrative tasks related to the negotiation and calculation of the costs of Enhanced City Resources in an 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.

- 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, operator of, or holder of a display right or interest pursuant to issuance of regulatory or land use entitlements or agreements for, certain Out of Home Advertising Space on media units including, without limitation, static or digital billboards, bulletins, street banners, posters, spectaculars, murals, street furniture, transit displays, or any other units available for advertising display located in and around the locations set forth in Exhibit B (collectively, to the extent of City's advertising/display right or interest, "City Ad Space") within those Games-related clean zones defined as those geographically defined areas within a one (1) mile radius 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 except to the extent prohibited by applicable laws or existing agreements, 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, the United States Olympic Paralympic Committee ("USOPC"), the United States Olympic and Paralympic Properties, LLC ("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") and consistent with any relevant Out of Home Advertising Space Agreement approved for use by the IOC. "Out of Home Advertising Space" shall mean all advertising, promotion, or other media space, in any format, which the City owns, leases, rents, licenses, or otherwise has rights or arrangements to permit any person or entity to use, for the display of advertisements, promotional or media copy, messaging, or ideas that occurs outside of a consumer's home, whether existing as of the Effective Date or arising at any time during the term of this Agreement, which shall include, without limitation, outdoor advertising units (such as static and digital billboards), street furniture, and transit displays.
- 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 shall be compensated at reasonable, customary, and competitive prices to be negotiated between the Parties for the OCOG’s exercise of the Option and use of the City Ad Space, except as otherwise provided in Section 20.6. Notwithstanding anything to the contrary in this Agreement, City reserves the right exclude certain City Ad Space from the option if, following the Effective Date, the Parties agree that such City Ad Space will be used as set at Sec. 20.6 (each, an “Excluded Asset”), provided further that City shall not exclude any Ad Space after January 1, 2026. 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, to the extent allowable by law, 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, provided that nothing herein shall obligate the City to seek to renegotiate any provision of any existing Third Party Contract. To the extent that the City is unable to afford these rights under the terms of any Third Party Contract, or otherwise, then to the extent City controls use of the City Ad Space, the City covenants and agrees that it will not actively and intentionally permit the use of any of the City Ad Space in any manner, or by any third party, which wrongfully claims a false or unauthorized association with the Olympic Parties and/or the 2028 Games, or which would induce in the minds of reasonable members of the public any false or unauthorized association between any third party and the Olympic Parties by means of Ambush Marketing, or which violates 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, to the extent allowable by law, first require that the applicable third party grant a priority option to the OCOG to purchase the applicable City Ad Space during the Games Period, consistent with the terms hereof.

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

Following the Effective Date, if the City issues or renews any permit to develop any new hotel development within the City, the City understands and agrees that, to the extent permitted by law, it shall 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 reasonable 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, except nothing herein shall be construed to dictate, restrict or interfere in any way with the City's future exercise of its police power. The City's point of contact for such permitting and zoning needs is the City Manager.

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

To the extent allowable by law, the City agrees (i) to not subject the 2028 Games events to any future admissions taxes or parking taxes (excluding sales and use taxes) and (ii) that such waiver shall not burden the applicable venue owners/operators and teams. City acknowledges it does not have any admissions taxes or parking taxes applicable to the 2028 Games events (excluding sales and use taxes) currently in effect.

**Section 12. Other Events.**

The City hereby confirms and undertakes, to the maximum extent of its authority, that no major

event will be held by the City or permitted by the City to take place within the City itself, or its neighborhoods, during the Games or during the preceding or following week, without the prior written approval of the IOC, not to be unreasonably withheld, conditioned or delayed. “Major event,” for purposes of this paragraph, means any public or private event, conference or meeting on any site within the jurisdiction of the City that requires a special events permit or similar permit from the City and that reasonably could have a significant impact on the successful planning, organizing, financing and staging of the Games or their public and media exposure.

### **Section 13. Unauthorized Street Trading**

- 13.1. The City confirms that appropriate legislation is or will be in place in the City to control unauthorized street trading within the vicinity of Games venues, to the extent allowable under state law. Specifically, as of the Effective Date, Carson Municipal Code Sections 4118.3 and 4118.4 prohibit utilizing public property in the City for any display of merchandise for sale and from selling any goods at any stadium, athletic field, or community center within the City without prior consent, subject to limited exceptions. To the extent Carson Municipal Code Sections 4118.3 and 4118.4 are amended prior to the Games, the City shall, subject to compliance with SB 946 and any other relevant laws or regulations, maintain restrictions prohibiting sidewalk vendors on City public rights of way within a specified radius of stadiums during and immediately before and after events occurring at the Games venues, except nothing herein shall be construed to dictate, restrict or interfere in any way with the City’s future exercise of its police power; Municipal Code Section 9138.8 prohibits sales in connection with temporary sidewalk, parking lot, tent sales, and special events except with written owner and City approval; and Municipal Code Sections 63143, 63150 and 31000-31003 require peddlers and sidewalk vendors, respectively, to obtain a City permit to operate.
- 13.2. The City shall ensure that laws and regulations in place in the City to control unauthorized street trading within its jurisdiction in 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, except as may be otherwise required by state law.
- 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 make reasonable efforts to work with the OCOG for the 2028 Games to ensure protection of the IOC’s rights and interests in relation to the 2028 Games.

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

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

### **Section 15. Accessibility Standards.**

The City agrees, 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, subject to prior City approval thereof to the extent it pertains to the City, which shall not be unreasonably withheld; and (iii) that the operations of the City's transport and traffic command and control operations will be made reasonably available to support and will be integrated within the overall Games transport and traffic solution.

**Section 17. Security.**

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

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

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

- a) The Building Regulations Article of the Municipal Code – Building Chapter (Article 8, Chapter 1) (containing building codes);
- b) The Planning and Zoning Article of the Municipal Code – Zoning Chapter (Article 9, Chapter 1) (containing planning laws);
- c) The Environmental Commission Section of the Municipal Code – Departments, Boards and Commissions Chapter, Administration Article (Article 2, Chapter 7, Section 2750) (containing environmental regulations);
- d) The Discrimination and Harassment Prevention Chapter of the Municipal Code – Administration Article (Article 2, Chapter 11) (containing anti-discrimination protections); and
- e) The Code of Ethics Section of the Municipal Code – City Offices Chapter, Administration Article (Article 2, Chapter 4, Section 2450) (containing anti-corruption protections).

In addition, the City agrees that, to the maximum extent of its authority, in no event shall any construction or development work be conducted or authorized to be conducted by the City or its

Representatives within the Games Footprint during the Games Period; provided the foregoing shall not apply to necessary maintenance, repairs or emergencies 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 in this Games Agreement 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 commercial 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 or appropriate to perform the City's obligations under this Agreement or provide information pertinent to the protection of public health, safety or welfare as it relates the occurrence of Games events, Test Events or Special Events in the City during the Games Period (collectively, "Public Safety Announcement"), provided the City shall make a good faith effort to provide the OCOG with any Public Safety Announcement five (5) business days prior to the City's issuance of such; 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); and "Commercial use" means use for the intended purpose of financial gain.

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

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



- a) to use, distribute and exploit any name, image, likeness, drawing, replica, model, rendering, photograph or other visual, auditory, or symbolic representative reproduction of the City and that is owned and controlled by the City, or any portion thereof, excluding City Marks (each, a “City Likeness”), 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 for said purpose 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, by the Olympic Parties in their 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, for any lawful purpose in connection with the Games; 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, at the time of providing any Provided Work to the Olympic Parties, will own the entire copyright to the Provided Work, unless otherwise provided in writing by City in connection with its transmission of the Provided Work to the Olympic Parties.

Nothing in this Section 20.4 shall be interpreted to permit OCOG or the other Olympic Parties, or their successors and assigns, to use City Marks or Provided Works, whether individually or combined with anything else, in a manner that City could construe as being disparaging to City or any City officials, employees or agents.

For purposes of this Section, “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 related readiness activities. “Special Event(s)” means an event held in connection with the Games (e.g., concerts, ceremonies, and other live events or activations), 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) make reasonable efforts to cooperate with OCOG to prevent Ambush Marketing within the City, and on any land owned or leased by the City or any of its Affiliates, at any time during the Exclusive Use Period (and any Test Event); (ii) promptly notify OCOG should the City become aware of any such Ambush Marketing; and

(iii) use reasonable good faith efforts to take appropriate measures to protect the IOC, IPC, USOPC, and/or OCOG commercial sponsors' ("Games Sponsors") rights from any Ambush Marketing. For the avoidance of doubt, appropriate measures, for purposes of the preceding sentence, does not include any obligation on the part of City to initiate or pursue any legal action.

- 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 reasonable efforts to cooperate with OCOG (and take such reasonable actions as may be requested by OCOG in pursuing such legal action, although City shall not be obligated to initiate or pursue any 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 Ambush Marketing is due to the wrongful 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 or violation 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 unlawfully 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 shall, at the City's sole cost and expense, implement the OCOG cross-city branding plan ("OCOG Branding Plan"), subject to prior City approval thereof to the extent it pertains to the City, in and around the City on property and inventory controlled by the City. Except as otherwise provided in the preceding sentence, the OCOG Branding Plan shall be developed by OCOG in its sole discretion and communicated to the City with reasonable advance notice. The manner of implementation of the OCOG Branding Plan, including the City property used for same, shall be left to the City in its sole discretion. 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 acknowledge that the City, on behalf of itself and its departments and agencies, does and will maintain, at its own cost, self-insurance and/or excess insurance policies, which may be through a municipal risk pool.
- 21.2 Insurance Policies. The Parties shall cooperate in good faith to designate each other as either an additional insured, interest, payee, or beneficiary on applicable insurance policies related to their respective obligations hereunder, including any indemnification obligations, and under any subsidiary agreement contemplated hereunder, including but not limited to the Enhanced City

Resources Master Agreement. As applicable, such subsidiary agreements shall specify required insurance coverages and terms applicable to the services or other performance obligations contemplated thereunder.

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

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

22.1.1 any material 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 after receipt of OCOG’s written notice; or

22.1.2 any material failure by the City to perform any of its obligations under Section 26.1 (No Discrimination) or Section 20 (OCOG’s Exclusive Rights) where such failure continues for more than ten (10) Business Days after OCOG’s written notice thereof to the City. “Business Days” means any day except any Friday, Saturday, Sunday, or legal holiday observed in the State of California or by the City.

22.2. OCOG’s Remedies. Upon the occurrence of any City Event of Default, OCOG shall have the option to pursue any or all of the following remedies:

a) OCOG shall have the right, but not the obligation, to perform any obligation of the City, hereunder that OCOG has authority to perform consistent with applicable law, at City’s expense, to the extent the costs incurred by OCOG are reasonable and necessary for the performance of the obligation. Except to the extent the City disputes the City Event of Default or the performance of the obligations by OCOG or the costs thereof, the City shall promptly reimburse OCOG for all reasonable 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 reasonable, necessary and undisputed costs 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 to seek to specifically enforce this Agreement, subject to Section 23 and Exhibit C.

22.3. City Event of Default during Exclusive Use Period. City acknowledges and agrees that the organization and staging of the 2028 Games is a time-critical event, for which numerous decisions must be made and implemented immediately. Therefore, notwithstanding anything to the contrary contained in this Section 22.3 (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 take any and all actions as reasonably necessary to cure such City Event of Default and thereby enable fulfillment of the defaulted obligation hereunder and/or satisfaction of the IOC Requirements (subject to Section 40 with respect to OCOG's obligation to bear the costs for satisfaction of IOC requirements in the circumstances specified in that section). OCOG shall use commercially reasonable efforts to notify City in writing 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 if time does not permit OCOG to provide advance notice; in such event, OCOG shall provide City written notice after the curation action has been completed. City agrees to reimburse OCOG promptly for all reasonable and undisputed costs and expenses incurred by OCOG or its representatives in connection with such curative actions; provided that OCOG may, at OCOG's option, elect to offset such cost and expenses against any amounts that would otherwise be payable to City under this Agreement.

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

22.4.1 any failure by the OCOG to perform any of its material obligations under this Agreement where such failure continues for more than thirty (30) days after City's written notice thereof to the OCOG; provided that if the nature of the default is such that it cannot be reasonably cured within such thirty (30) day period, the OCOG shall not be deemed to be in default if it timely commences cure within such thirty (30) day period and diligently proceeds to cure such default within a reasonable time period acceptable to the City after receipt of City's written notice.

22.5. City's Remedies. Upon the occurrence of any OCOG Event of Default, City shall have the option to pursue any or all of the following remedies:

- a) City shall have the right upon written notice to OCOG to terminate this Agreement in accordance with Section 25.2 (City's Termination Right).
- b) City shall at all times have the rights and remedies (in addition to those rights and remedies available under this Section, at law, in equity or pursuant to another provision of this Agreement) to seek declaratory, injunctive or other equitable relief, and to seek to specifically enforce this Agreement, subject to Section 23 and Exhibit C.

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 each Party, 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, except as otherwise provided in this Agreement with respect to notice and cure periods and dispute resolution. 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 City Manager and the equivalent OCOG supervisor. If, after conferring, no resolution is obtained, then the matter shall be resolved in a manner consistent with Sections 23.2 and 23.3 below. Notwithstanding the foregoing, the Parties agree that for any Dispute arising between the Parties, the place of arbitration shall be the City of Los Angeles, State of California. Both Parties shall continue to perform any obligations under this Games Agreement during any Dispute.

23.2. Dispute Resolution.

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, 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 judicial relief for a provisional remedy (as defined in California Code of Civil Procedure Section 1281.8(a)) pursuant to Code of Civil Procedure Section 1281.8, provided that the Parties will continue to participate in good faith in the procedures specified in Exhibit C (Dispute Resolution) attached hereto. Other than OCOG Indemnified Parties and the City Indemnified Parties, no person or entity who is not a party to this Agreement shall be bound by this Section 23.2.1 (Dispute Resolution).

23.3. 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 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 seek from any court of competent jurisdiction, injunctive and other equitable relief as appropriate, subject to Section 23 and Exhibit C. 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 (subject to Section 23 and Exhibit C), 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 claim or action, or portion thereof, that is based in contract and that is for the breach of any obligation(s) of the City defined in this Agreement involving any of the OCOG Indemnified Parties (as defined below in Section 24.1). Such waiver shall apply not only to the jurisdiction but also to the recognition and enforcement of any judgment, decision, or arbitral award. The City, by this Agreement, does not waive immunity for any claim or action, or portion thereof, that is based in tort including those that arise out of performance of this Agreement, and all such claims shall comply with the claims presentation requirements set forth in the California Government Claims Act.

**Section 24. Indemnification**

24.1. Indemnities by the City. The City shall indemnify, defend and hold harmless the OCOG, the other Olympic Parties, the City of LA, the State of California, and each of their respective officials, officers, agents and employees (collectively, the "OCOG Indemnified Parties" and individually, an "OCOG Indemnified Party") from and against any and all Indemnifiable Claims incurred by any

OCOG Indemnified Party in connection with, arising out of, or resulting from (a) any grossly negligent act or omission or willful misconduct by City Indemnified Parties in connection with this Agreement, (b) any breach of any of the City's representations, warranties or covenants under this Agreement, (c) any defect in the structure, design or layout of the public services, if the City is legally liable for the defect and has no immunity from the claim or action (or relevant portion thereof) for same, or (d) any claim that is the direct result of the negligent performance of any public services pursuant to this Agreement by the City or its Representatives; provided that the foregoing indemnification, defense and hold harmless provisions shall not apply to the extent that any Indemnifiable Claim arises out of or results from any gross negligence or willful misconduct of OCOG or any of its officials, officers, agents or employees. The indemnification obligations of the City under this Section 24.1 (Indemnities by the City) shall survive any expiration or earlier termination of this Agreement.

- 24.2. Indemnities by the OCOG. The OCOG shall indemnify, defend and hold harmless the City and its officials, officers, agents and employees (collectively, the "City Indemnified Parties" and individually, a "City Indemnified Party") from and against any and all Indemnifiable Claims incurred by any City Indemnified Party in connection with, arising out of, or resulting from (a) any grossly negligent act or omission or willful misconduct by OCOG Indemnified Parties in connection with this Agreement, or (b) any breach of any of OCOG's representations, warranties or covenants under this Agreement; provided that the foregoing indemnification provisions shall not apply to the extent that any Indemnifiable Claim arises out of or results from any gross negligence or willful misconduct of City or any of its officials, officers, agents or employees. The indemnification obligations of the OCOG under this Section 24.2 (Indemnities by the OCOG) shall survive any expiration or earlier termination of this Agreement.
- 24.3. Duty to Mitigate. Any Person that has incurred Indemnifiable Claims that are subject to the indemnification obligations of Sections 24.1 or 24.2 shall take all commercially reasonable steps to mitigate damages in respect of such Indemnifiable Claims in any manner that it deems reasonably appropriate.

## **Section 25. Termination**

- 25.1. OCOG's Termination Right. This Agreement may be terminated by OCOG following a City Event of Default by providing at least thirty (30) days' prior written notice of termination to the City pursuant to the terms of Section 22.2 (OCOG's Remedies).
- 25.2. City's Termination Right. This 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 Section 24 (Indemnification), 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 2028 Games be conducted in a manner consistent with these values. To that end, the City agrees to make reasonable efforts 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) endeavoring to observe any other reasonable sustainable sourcing guidelines, energy policies, social impact policies, or environmental policies, including OCOG's Impact & Sustainability Policy and Plan, communicated by OCOG, subject to City approval thereof to the extent it pertains to City, until expiration or earlier termination of this Agreement. The City shall also reasonably cooperate with OCOG in reporting any data or other metrics related to its sustainability measures and the Games' impact to OCOG for OCOG's internal research, recordkeeping and public reporting purposes.
- 26.1.2 OCOG is committed to delivering an inclusive and socially responsible 2028 Games experience for all athletes, fans, partners, and the surrounding community. The OCOG prioritizes diversity and inclusion in the conduct of its business at all levels of its organization and also enforces a policy of zero-tolerance for harassment, discrimination, or racism. To that end, the City acknowledges it is required to comply with all Applicable Laws prohibiting discrimination and harassment in the workplace and the conduct of its business and agrees to engage in reasonable efforts to adopt similar policies of inclusion, anti-racism and human rights as those embraced by OCOG, subject to communication of such policies by OCOG to City and the discretion of the City's decision-making authorities related to same under Applicable Laws.
- 26.1.3 In their performance of this Agreement, the Parties shall not, and shall use reasonable efforts to cause their 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 2028 Games.**

- 27.1. Postponement or Cancellation of the 2028 Games. Notwithstanding anything to the contrary herein, in the event the Games are rescheduled, postponed, or cancelled, OCOG shall provide prompt written notice thereof to the City. Upon the City's receipt of such notice that the 2028 Games have been rescheduled or postponed to a new date occurring on or prior to December 31, 2029 (the "Adjusted Games Dates"), the Parties shall: (a) proportionately adjust the dates of performance and any other terms and conditions of this Agreement to align with the Adjusted Games Dates; and (b) engage in best efforts to mitigate any associated harm to OCOG, the City, the City of LA and the State of California, to the extent reasonably possible, including by taking reasonable corrective measures. Notwithstanding the foregoing, in the event that the Adjusted Games Dates cover at least

part of the former Games Period, the guarantee previously provided by the City for that part of the former Games Period shall nevertheless be upheld by the City, unless otherwise excused in writing by OCOG. The Parties shall document all revised terms for the Adjusted Games Dates by way of written amendment to this Agreement pursuant to Section 36 (Amendment), and this Agreement, as amended, shall continue in full and force effect to apply to the Adjusted Games Dates. In the event that the 2028 Games are postponed until after January 1, 2030, cancelled in their entirety or relocated outside of the City of LA, or any venue in the City of Carson is removed from the OCOG's Venue Plan due to a decision by OCOG, the IOC, the IPC, and/or the USOPC, 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, to the extent such monies have not been expended by the City pursuant to or in reliance on the Agreement or for the purpose of fulfilling duties or obligations hereunder.

**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 third 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 State of California, the IOC, the IPC, 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 as a result of this Agreement, except nothing herein shall obviate any obligation of the OCOG or Unrelated Parties under the Host City Contract;

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 contractual claims, demands, action, suits or other proceedings, whether at law or in equity, or whether before a court, arbitration panel, agency board or other body, against any Unrelated Party on account of any and all rights, demands, damages, claims, actions, causes of action, duties or breaches of duty, known or unknown, existing, pending, accrued or unaccrued (each, a "Cause of Action"), that the City has, claims to have or may have against any Unrelated Party, to the extent any such Cause of Action arises from or relates to this Agreement.

31.1.4 The City acknowledges and agrees that it has no right of recovery of any kind against the USOPC, the USOPP, and the IOC or any of their Representatives under this Agreement, and that the sole and exclusive recourse or remedy by the City for any Cause of Action under this Agreement shall be against OCOG or its successors or assigns. 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 make reasonable efforts to 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, to the extent relating to this Agreement.

**Section 33. Confidentiality.** While recognizing that documents provided to the City are generally public documents subject to the California 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, until January 1, 2031 (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, which consent shall not be unreasonably withheld, conditioned or delayed, 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, which consent shall not be unreasonably withheld, conditioned or delayed; 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 2028 Games, nor from City repeating or publicizing any such statement thereafter; 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 or related actions. 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 or earlier termination of this Agreement as provided in Section 4 ("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 contractor or any operator or manager of the City Services upon prior written notice to, and the prior approval of, OCOG; provided, no such delegation shall relieve the City of its obligations under this Agreement. OCOG may freely assign any of its rights and may delegate any of its obligations to any other assignee of, or successor to, all or part of the business of OCOG, including the IOC and IPC upon completion of the 2028 Games. Subject to the limitation set forth in the first sentence of this Section 35 (Assignment and Delegation), this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

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

thereof.

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

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

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

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

**Section 41. Primacy of the IOC Requirements.** Notwithstanding anything to the contrary set forth in this Agreement, to the extent any term or provision of this Agreement conflicts, or is inconsistent, with any IOC Requirement, such IOC Requirement will govern and control. If any such conflict or inconsistency arises, OCOG will advise the City thereof and the City shall comply with such IOC Requirement, unless City disputes OCOG’s determination as to the claimed conflict or inconsistency, in which case the Parties shall proceed pursuant to Section 23 (Dispute Resolution). In the event such IOC Requirement would result in a substantial adverse fiscal impact on the City that significantly and disproportionately differs from fiscal impacts resulting from prior special events held in the City or from the other provisions of this Agreement absent the IOC Requirements, then the Parties shall work in good faith to seek to modify such IOC Requirement(s); provided that if the IOC does not agree to modify such IOC Requirement, such costs shall be borne by the OCOG. In accordance with the IOC Requirements, the City specifically agrees to abide by the terms of the additional IOC covenants set forth on Exhibit D (Additional IOC Covenants). “IOC Requirement” means, collectively, the Olympic Charter and the Host City Contract, each as amended, supplemented or otherwise modified from time to time, to the extent applicable to the City.

**Section 42. Olympic Charter and Host City Contract.** The City agrees to respect the Olympic Charter and that it will take reasonable 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, subject to City approval thereof to the extent pertaining to the City.

**Section 43. Severability.** Upon execution by the Parties, each term and provision of this Agreement shall

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

**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.** 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, except as otherwise expressly provided in this Agreement. Subject to the foregoing, 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.

**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 CARSON**

By: \_\_\_\_\_  
Lula Davis-Holmes  
Mayor, City of Carson

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

**APPROVED AS TO FORM:**

Sunny Soltani, City Attorney

By: \_\_\_\_\_

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

**ATTEST:**

Khaleah K. Bradshaw, City Clerk

By: \_\_\_\_\_

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

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

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

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

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

**THE CITY OF CARSON**

David C. Roberts, Jr.  
City Manager  
701 E. Carson Street  
Carson, CA 90745

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

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

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

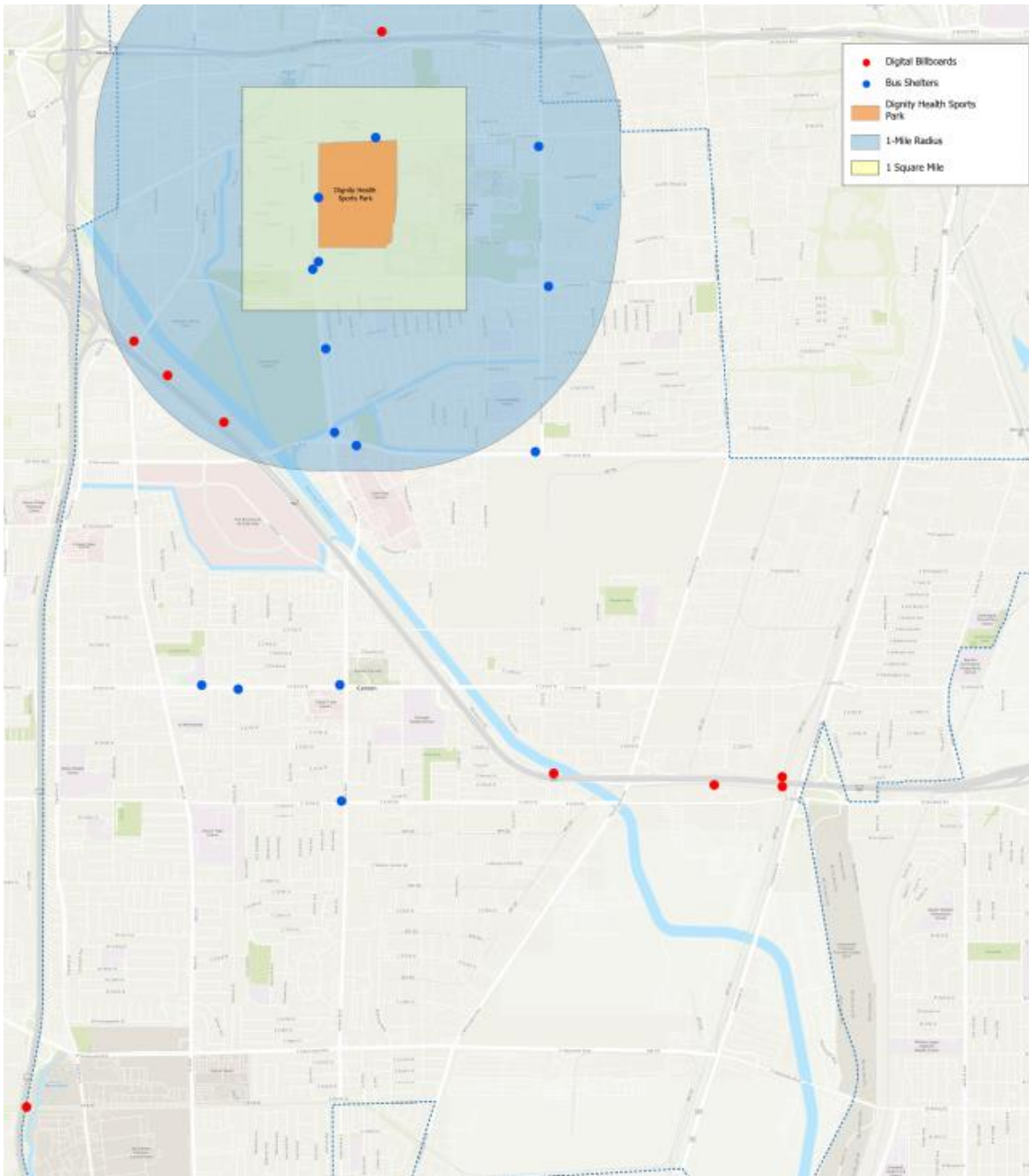
**Games Agreement Exhibit B**  
**City Ad Space**

**Development Agreements:**

<b>Type</b>	<b>Location</b>	<b>Third Party Contract (including Third Party Name, Contact Information, and Contract Term)</b>
Billboard	19401 Main Street	Bulletin Displays, LLC  Mark A. Kudler 3127 E. South St, Ste B Long Beach, CA 90805  Term: July 27, 2031
Digital Billboard	110 Freeway Site	Clear Channel Outdoor, Inc.  Bryan Parker 19320 Harbor Gate Way Torrance, CA 90501  Term: To be provided by City
Digital Billboard	840 E. Walnut Street	New Tradition Outdoor, LLC  588 Broadway, Room 905 New York, NY 10012  Term: May 29, 2048
Digital Billboard	405 FWY Railroad Site, adjacent to the south-bound lanes of the 405 Freeway, west of S. Alameda Street.	Clear Channel Outdoor, Inc.  Bryan Parker 19320 Harborgate Way Torrance, CA 90501  Term: January 29, 2034
Billboards	405 FWY- Alameda Site, South Alameda Street overpass	CBS Outdoor, Inc.  Chris Steinbacher 1731 Workman St. Los Angeles, CA 90031  Term: June 5, 2034
Digital Billboard	22020 Recreation Road	Outfront Media LLC  Collin Smith Vice President - National Real Estate Group 1731 Workman Street, Los Angeles, CA 90031  Term: May 6, 2039
Digital Billboard	2201 223rd Street	WECO RE Holdings, LLC  Brandon Stevens, President 8801 E. Kellogg Wichita, KS 67207

		Term: March 6, 2053
Digital Billboard	Adjacent to the north-bound lanes of the 405 Freeway, north of Del Amo and south of Main Street	Clear Channel Outdoor, LLC Bryan Parker 19320 Harbor gate Way Torrance, CA 90501 Attn: Vice President Real Estate & Public Affairs  Term: March 6, 2053

**City-Owned Bus Shelter Advertising Displays: See Map below**





## 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. 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 City Manager and the equivalent OCOG supervisor. In the event the Dispute cannot be resolved through good faith discussions within such forty-five (45) day period, or such further time period agreed to by the Parties, either or both Parties shall have the right to initiate binding arbitration in accordance with Section 2 below. Except as otherwise provided by an order of the arbitrator pursuant to this Exhibit or by order of a court pursuant to Section 23.2.1, both Parties shall continue to perform any obligations under this Agreement during any Dispute, subject to their rights of termination as set forth in Section 25.

#### **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 except as otherwise provided in Section 23.2.1, such Dispute shall be resolved by final, binding arbitration conducted before a single, neutral arbitrator with the American Arbitration Association (“**AAA**”) to the extent allowable under the laws of the State of California. The arbitration shall be conducted in accordance with the Agreement and the current rules of the AAA for Commercial Arbitration found at [adr.org/Rules](http://adr.org/Rules) (the “**AAA Rules**”) as of the Effective Date, which are incorporated herein by reference, except as otherwise provided in this Agreement or mutually agreed to by the Parties in writing. 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 in accordance with Applicable Law 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 provisional and permanent 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, subject to Section 41 of the Agreement;
2. All representations, warranties and covenants made by the City in this Agreement shall become a part of OCOG's and the City of LA's bid documents, and 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 disabilities;
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 26.1.2-.3 (No Discrimination), 21 (Insurance), and 26.1.1 (Sustainability and Social Responsibility);
6. Without the express written consent of OCOG, the City shall, as provided in Section 12, neither schedule nor hold any major 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.