



CITY OF LONG BEACH

OFFICE OF THE CITY MANAGER

333 WEST OCEAN BOULEVARD • LONG BEACH, CALIFORNIA 90802 • (562) 570-6711 • FAX (562) 570-6583

PATRICK H. WEST
CITY MANAGER

Los Angeles 2024 Exploratory Committee
10960 Wilshire Blvd, Suite 1050
Los Angeles, CA 90024
Attention: Casey Wasserman, Chairman

Re: Venue Use Guarantee – Los Angeles 2024 (G2.20 and G2.21 / Stage 2 Candidature Questionnaire Olympic Games 2024)

Dear Casey,

The City of Long Beach ("Venue Owner") fully endorses the Candidature of the City of Los Angeles ("City") for the 2024 Olympic and Paralympic Games ("Games"), and provides, herewith, to Los Angeles 2024 Exploratory Committee ("Candidature Committee") this guarantee ("Guarantee"), as requested by the International Olympic Committee ("IOC") and International Paralympic Committee ("IPC"). The Venue Owner also agrees to abide by the terms of the Host City Contract (including the Olympic Charter) as it may apply to this Guarantee and any other definitive documentation relating to the Host City Contract or this Guarantee (including the Venue Use Agreement (defined below)) to which the Candidature Committee and Venue Owner mutually agree in writing.

We are honored to have the opportunity to host Games events in our venues, including the Long Beach Convention and Entertainment Center, waterfront (including Rainbow Lagoon, and Marina Green), beach, and Belmont Veteran's Memorial Pier (collectively, the "Venues"), as further depicted in the red bounded areas identified on Appendix A ("Venue Maps"). As the owner of the Venues, vested with all powers of representation required, Venue Owner hereby guarantees the use of the Venues for the purposes of the preparation for and conduct of the Games, including the relevant Test Events consistent with the Minimum Terms of Guarantee (as defined below), and agrees to take all reasonable measures and grant all consents that are within the authority or control of the Venue Owner as may be necessary to fulfill this Guarantee.

This Guarantee relates to the requirements of the IOC as specified in G 2.20 and G 2.21 as set forth in Stage 2 of the Candidature Questionnaire Olympic Games 2024.

MINIMUM TERMS OF GUARANTEE

This Guarantee is provided by Venue Owner under the following terms ("Minimum Terms of Guarantee"), which shall form the essential basis of and be subject in all respects to the final terms and conditions of the definitive agreement that will be entered into between Venue Owner, Candidature Committee and the Los Angeles Organizing Committee for the Games ("OCOG") (and other third parties, as necessary) further detailing the conditions of use of the Venues for the Games ("Venue Use Agreement"):

- i) In this Guarantee:
 - a) EXCLUSIVE USE PERIOD for each of the Venues means the periods identified next to the name of such Venue on Appendix B under the column "Exclusive Use Period", as well as other period(s) (to be defined by mutual agreement of the OCOG and the Venue Owner at a later stage pursuant to the Venue Use Agreement), including without limitation for the holding of test events ("Test Events").
 - b) NON-EXCLUSIVE USE PERIOD for each of the Venues means the periods identified next to the name of such Venue on Appendix B under the column "Non-Exclusive Use Period", as well as other period(s) (to be defined by mutual agreement of the OCOG and the Venue Owner at a later stage pursuant to the Venue Use Agreement).
- ii) This Guarantee includes the exclusive use of the Venue for the Games for the EXCLUSIVE USE PERIOD, in consideration for such payments, reimbursements and/or offsets as further described on Appendix C ("Consideration"). The Consideration is inclusive of all taxes and fees and will be adjusted solely for inflation according to the Consumer Price Index for all Urban Consumers (CPI-U) published by the U.S. Bureau of Labor Statistics ("CPI"), for the period through January 1, 2024.
- iii) The Consideration under clause (ii) above is inclusive of (but not limited to):
 - a) any remuneration, expenses and other costs related to any Venue Owner staff, personnel and other service providers who will work in or provide services to the Venues, at the option and under the direction of the OCOG, during the Games; provided that the OCOG will pay or reimburse Venue Owner for all reasonable, documented out-of-pocket event-related costs incurred by the Venue Owner in connection with hosting the Games;

- b) any remuneration, expenses and other costs related to any equipment or furnishings located in the Venues and used, at the option of the OCOG, during the Games;
 - c) an irrevocable and unlimited license to the OCOG and the IOC (and the IPC, if applicable), including a right to sub-license, to use the name, image, branding and/or designs (including any material derived therefrom) of the Venue for commercial and non-commercial purposes in any and all current and/or future media in connection with the Games, free from any third-party rights and/or any further charges; and
 - d) any remuneration, expenses and other costs related to any actions as required to ensure that the terms of the "Clean Venue Appendix" attached as Appendix D is fully respected during the EXCLUSIVE USE PERIOD and at such other times as are set forth in the Venue Use Agreement.
- iv) All costs of owning and maintaining the Venue(s) that would otherwise have been incurred in the absence of the Games (including all overhead, insurance costs, property taxes and costs of utilities and other services that would have been consumed in the absence of the Games), will be borne by Venue Owner (or the manager or operator of the Venue(s), as applicable ("Venue Manager/Operator")). All operational costs incurred in connection with the production of the Games (including, without limitation, the costs of constructing overlay, the costs of any increase in the consumption of cleaning and waste management services, and the costs of any increased security measures) during the EXCLUSIVE USE PERIOD will be reimbursed by the OCOG under the terms of the Venue Use Agreement, in accordance with Appendix C.
- v) This Guarantee further includes the non-exclusive access to the Venue, at no cost to the OCOG, during the NON-EXCLUSIVE USE PERIOD for constructing and installing preliminary overlay works, implementing a phased move-in to and move-out of the Venues, restoring the Venues to their original condition (ordinary wear and tear excluded), and such other uses as may be reasonably requested by the OCOG (including with respect to clauses (vi)(a)–(b) below).
- vi) The Venue Owner undertakes that it will take the following actions:
 - a) facilitate site and infrastructure visits at reasonable times and intervals during the period commencing upon the election of the Host City through the conclusion of the Games, for the IOC, IPC, International Federations ("IFs") and the host broadcaster of the Games ("Olympic Broadcasting

- Service” or “OBS”) (and/or their duly authorized partners, consultants and contractors) to check the readiness of any sites and infrastructure;
- b) facilitate the access of OCOG staff and other representatives, and other Games delegations (including Athletes and National Olympic Committees representatives), at reasonable times and intervals, to the Venues for specific period(s) of training and venue familiarization; and
 - c) grant all rights and take all actions as required to ensure that the terms of the “Clean Venue Appendix” attached as Appendix D is fully respected during the EXCLUSIVE USE PERIOD and at such other times as are set forth in the Venue Use Agreement.
- vii) The Venues will be handed over to the OCOG in a clean and fully operational condition consistent with the current use of the Venue (including any planned upgrades as determined at the time of issuing this Guarantee and which are described in Appendix E to this Guarantee). Other than as set forth on Appendix E, Venue Owner shall not make or permit any substantial modifications or alterations to any of the Venues that would materially impact the OCOG’s expected use of any of the Venues for any permitted use relating to the Games (including for any planned temporary facilities) at any time prior to the start of the Exclusive Period (including any changes to the capacity, size or layout of, or access points to, any Venue) without the prior written approval of the OCOG. The terms or effect of this Guarantee will not be affected by any such modification or alteration project.
- viii) Venue Owner acknowledges that it is the goal of the OCOG and the IOC to encourage and support a responsible concern for environmental issues, to promote sustainable development and operation in sport and to require that the Games are conducted in a manner consistent with these values. To that end, Venue Owner agrees to cooperate with the OCOG in its efforts to reduce waste, increase energy efficiency, conserve water and other resources and minimize pollution.
- ix) Venue Owner is responsible for ensuring that the Venue Manager/Operator for each Venue (if any) and all other persons or entities (such as concessionaires, contractors, sport leagues, clubs, etc.) involved in the operations of such Venue (or any successors) fully comply with the terms and conditions in this Guarantee and the Venue Use Agreement, and Venue Owner agrees to take all necessary steps to that effect as may be necessary.

Exclusive Use Period, all terms of this Guarantee will be transferred to, assumed by and fully binding upon the future owner(s)/operator(s).

xi) Venue Owner further agrees:

- a) This Guarantee shall constitute a binding and legally enforceable commitment of Venue Owner for the benefit of the Candidature Committee and the OCOG.
- b) The entry into force of this Guarantee is conditioned upon the election of the City as Host City for the Games. In case the City is not elected, all terms contained herein shall become automatically null and void and Venue Owner shall be released from all its obligations hereunder and Candidature Committee shall not be liable for any compensation or other payments to the Venue Owner.
- c) Venue Owner acknowledges that the OCOG will be formed after the election of the City as Host city of the Games and that all rights of the Candidature Committee and all obligations of the Venue Owner pursuant to this Guarantee shall be automatically transferred to the benefit of the OCOG without any modification upon the formation of the OCOG.



PATRICK H. WEST


City Manager

Long Beach Convention Center/City of Long Beach Waterfront Properties

Appendices

- Appendix A Venue Map (including the physical borders of the property or the spaces required for the extent of this agreement)
- Appendix B Use Periods for Venues
- Appendix C Consideration
- Appendix D Clean Venue Appendix
- Appendix E Planned Upgrades prior to OCOG handover

APPROVED AS TO FORM CHARLES PARKIN, City Attorney

September 30 2016 By 
MICHAEL J. MAIS
ASSISTANT CITY ATTORNEY

Appendix A
Venue Map
(Attached)

Appendix A: Venue Map



Long Beach Convention & Entertainment Center: Venue Map

- LBCC
- Long Beach Arena
- Parking Lot
- 300 East Ocean Blvd
- Rainbow Lagoon Park

"Venue" shall include all areas within red "security" boundary which are owned, operated or controlled by Venue Operator and its affiliates, including any buildings, fields, parking or other open space under sole or common control of Venue Operator.

— Secure Boundary

Appendix A: Venue Map



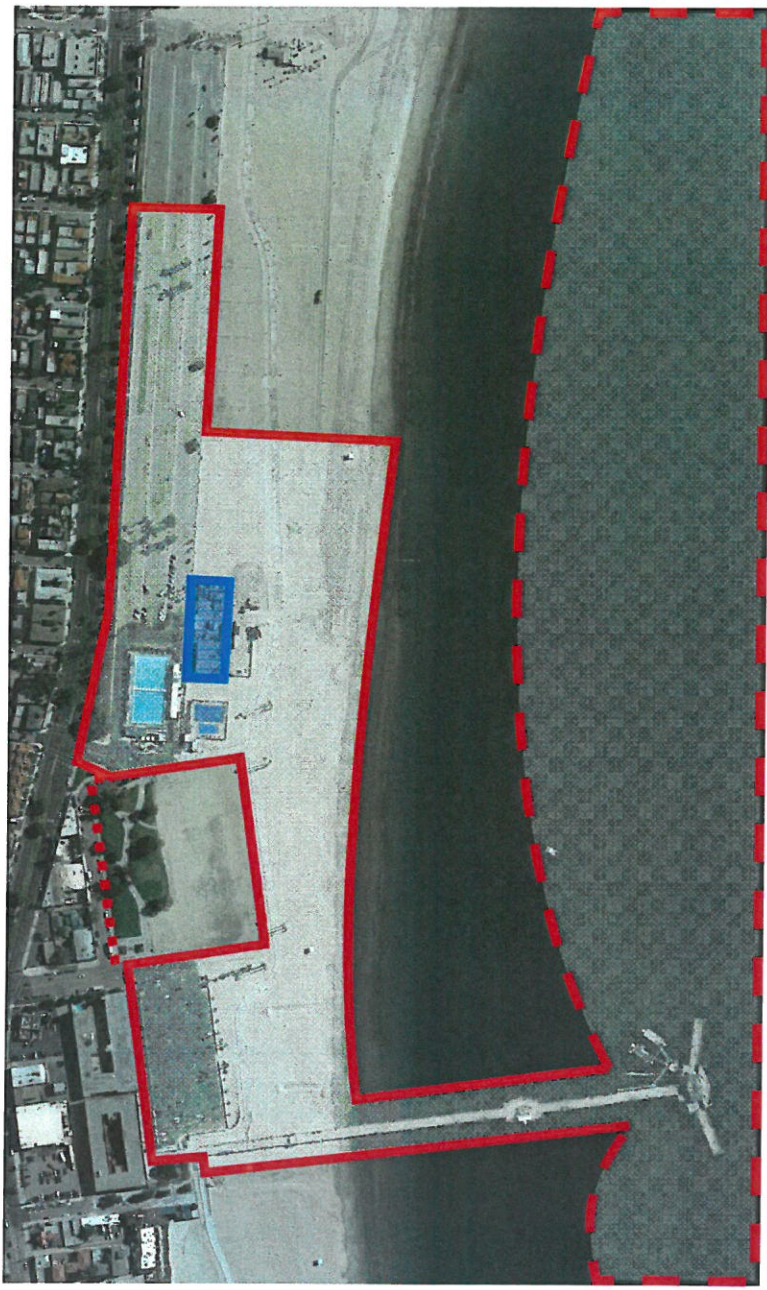
Long Beach Waterfront: Venue Map

- Marina Green
- Marina Green Parking Lot
- Boat Owners Lot
- Portion of Alamitos Beach
- Alamitos Beach Parking Lot

"Venue" shall include all areas within red "security" boundary which are owned, operated or controlled by Venue Operator and its affiliates, including any buildings, fields, parking or other open space under sole or common control of Venue Operator.

— Secure Perimeter

Appendix A: Venue Map



Belmont Veterans Memorial Pier: Venue Map

- Belmont Veterans Memorial Pier
- Belmont Pier Parking Lot
- LBC Beach Parking (North/South)
- Portion of LBC Beach
- Belmont Pool & Rec Facilities

"Venue" shall include all areas within red "security" boundary which are owned, operated or controlled by Venue Operator and its affiliates, including any buildings, fields, parking or other open space under sole or common control of Venue Operator.

- Secure Boundary
- Facilities/Maintenance

Appendix B
Use Periods for Venues
(Attached)

Appendix B – Venue Use Periods

Long Beach	
Long Beach Convention & Entertainment Center	
Arena	
Parking Lot	
300 East Ocean Blvd	
Long Beach Convention & Entertainment Center	
Rainbow Lagoon Park	
Long Beach	
Long Beach Waterfront	
Marina Green	
Marina Green Parking	
Boat Owner Parking	
Alamitos Beach	
Alamitos Beach Parking	
Long Beach	
Belmont Veterans Memorial Pier ³	
Belmont Veterans Memorial Pier	
Belmont Pier Parking Lot	
Additional Beach Parking North	
Additional Beach Parking South	
Portion of Long Beach City Beach ⁴	
Belmont Pool & Rec Facilities	
Facilities/Maintenance ⁶	

¹ The parties acknowledge that to the extent the commencement of the exclusive use period overlaps with the potential move-out dates of Venue Owner's regularly scheduled annual city-wide tenant, the Long Beach Grand Prix ("Tenant"), Venue Owner and OCOG shall work cooperatively with Tenant to coordinate OCOG's activities to maximize OCOG's use of a portion of the Venue during such move-out provided such use would not impact the safety or security of Tenant's move-out activities and subject to Tenant's approval.

² Alamitos Beach Parking required only on competition days, estimated at around 6 days.

³ LA24 to continue to work to find alternative parking solution for May 24, 2024 – August 29, 2024.

⁴ Portion of Long Beach City Beach used will not interfere with Rosie's Dog Beach.

⁵ Recreational facilities not utilized. Unaccredited access restricted on competition days, estimated at 18 days. Parties to mutually agree on Exclusive Use Period after completion of new construction.

⁶ Secured but not exclusively utilized. Parties to cooperate on access parameters for continued operations.

Appendix C

Consideration

A. Definitions

- (i) "Additional Consideration" has the meaning in Part (C)(vi) below.
- (ii) "Estimated Total Event Income" means the sum of (a) "Direct Event Income" (including "Rental Income", and "Service Income/(Loss)"), (b) "Total Ancillary Income" (including "F&B Concession", "F&B Catering", "Novelty Sales", "Parking", "Telephone", "Audio Visual", "Internet Services", "Electrical (commissions only)" and "Plumbing Services (commissions only)") and (c) "Total Other Income", in each case as reflected on the Venue Owner's Operating Income Statement for the Reference Period, divided by three. The parties agree that "Total Ancillary Income" (other than "Parking", "Electrical (commissions only)" and "Plumbing Services (commissions only)") shall be adjusted to reflect only 90% of the gross ancillary income for the Reference Period in consideration of the reduction of part time labor expenses during the Exclusive Use Period.
- (iii) "Reference Period" shall mean the dates corresponding to the Exclusive Use Period in the years 2019, 2020 and 2021; provided, however, if it is determined that any such year represents an anomaly due to construction or other extraordinary event, the parties shall substitute such year with the next most recent calendar year.
- (iv) "Total Accounts Payable" means the contra-revenue accounts payable to subcontractors as reflected on the Venue Owner's Operating Income Statement for the Reference Period, divided by three.

B. Monthly Baseline Rent

- (i) The OCOG will reimburse Venue Owner for its (x) Estimated Total Event Income, *less* (y) Total Accounts Payable for subcontractors, in each case for the Exclusive Use Period, that would otherwise have been earned or incurred in the absence of the Games as a result of owning and maintaining the Venues ("Baseline Rent").
- (ii) No later than June 30, 2022, the parties shall determine the estimated Baseline Rent for each month of the Exclusive Use Period, which shall be determined in good faith by reference to the Venue Owner's Operating Income Statement, and finally adjusted for inflation according to CPI through 2024 (the "Monthly Baseline Rent"). For the avoidance of doubt, to the extent the dates of the Exclusive Use

Period do not correspond to full calendar months, the OCOG shall only be responsible only for such prorated portion of the month as corresponds to the actual usage period.

- (iii) For the avoidance of doubt, in no event shall the OCOG be responsible for any costs, reimbursements or expenses of Venue Owner relating to any period other than the Exclusive Use Period. Furthermore, in consideration of the Monthly Baseline Rent, Venue Owner shall provide services to the OCOG during the Exclusive Use Period consistent with the levels provided during the Reference Period. In no event shall Monthly Baseline Rent reflect any "double-counting" (e.g., Variable Expenses or any expenses governed by Part (E) below). Furthermore, it is agreed that with respect to expenses relating to services provided throughout the year which reflect incentive compensation, bonus payment or lump sum payment in one calendar month, the OCOG shall only be responsible for the amounts accrued during the Exclusive Use Period (regardless of when ultimately paid), and if necessary, such amounts shall be straight-lined and an adjustment shall be made to the Monthly Baseline Rent such that the OCOG shall only be responsible for the amount proportionate to the Exclusive Use Period.

C. Service Contracts

- (i) The OCOG shall have the exclusive right (either directly or indirectly) to select, manage, hire and/or retain, in its sole discretion and at its sole cost and expense, the services of any staff, personnel, vendors, contractors, individuals, volunteers or other service providers to perform any services that may be required by the OCOG in the Venues instead of or in addition to any staff, personnel, vendors, contractors, or other service providers of the Venues during the Exclusive Use Period and each Nonexclusive Use Period. In addition, the OCOG shall be permitted to use any contractors, subcontractors and other service providers of its choosing to install any overlay and equipment in the Venues, subject to any reasonable insurance requirements of Venue Owner.
- (ii) Notwithstanding the foregoing, Venue Owner has existing agreements with service providers who regularly provide services to the Venues on an exclusive basis (any such current or future provider, a "Service Provider"). Venue Owner's current Service Provider contracts expire prior to the Exclusive Use Period. Venue Owner shall require as a condition of the renewal or extension of any such Service Provider contract or any future request-for-proposal or bidding process for a replacement contract for the provision of exclusive services at the Venues (any such agreement is hereinafter referred to as the "Service Provider Contract"), that Service Provider provides two consideration proposals: (1) an option including the

Special Event Carve-out (defined below) for the Exclusive Use Period from such Service Provider Contract (whereby Service Provider relinquishes all rights under the Service Provider Contract during the Exclusive Use Period), and (2) an option that does not provide a carve-out during the Exclusive Use Period.

- (iii) First, Venue Owner shall use good faith efforts to the extent reasonable to include a customary special event carve-out provision in the Service Provider Contract confirming that Service Provider shall have no right to provide services for any Olympic event at the Venues during the Exclusive Use Period except as and to the extent expressly authorized by the OCOG (the "Special Event Carve-out").
- (iv) Next, to the extent Venue Owner determines in its reasonable discretion (after good faith negotiations with Service Provider and after reviewing proposals including and excluding a Special Event Carve-Out) that a Special Event Carve-Out will materially, as determined in the Venue Owner's sole discretion, and adversely impact the Venue Owner's economics related to such Service Provider Contract, then Venue Owner shall instead require as a condition of the Service Provider Contract that Service Provider subcontract with the OCOG or the OCOG's master service provider during the Exclusive Use Period, at the OCOG's sole discretion, on commercially reasonable terms (which shall be no worse than those commercial terms extended to Venue Owner and which ensures that no charges shall be separately assessed of Venue Owner for the provision of such services during the Exclusive Use Period) for the same services which would otherwise have been provided to Venue Owner under the Service Provider Contract in the absence of any Games (e.g., user-pay concessions to spectators/invitees) (the "Subcontract").
- (v) If a Subcontract is agreed to with the OCOG or its master service provider or the Service Provider is otherwise serving as the OCOG's master service provider, the Exclusive Use Period shall be automatically carved-out of the Service Provider Contract (the "Subcontract Carve-out") and the OCOG shall have no obligation to reimburse Venue Owner for the Additional Consideration.
- (vi) To the extent (in the OCOG's sole discretion) the OCOG and Service Provider are unable to come to an agreement on a Subcontract (the "Consideration Carve-out"), the OCOG shall reimburse Venue Owner for Venue Owner's contractually obligated reasonable out-of-pocket expenses under the Service Provider Contract for the duration of the Exclusive Use Period on the same terms as would otherwise have been incurred in the absence of the Games or any other events at the Venue (the "Additional Consideration"). To the extent incurred, Additional Consideration (x) shall not include expenses for part-time labor or cost of goods sold, (y) shall not exceed the Total Accounts Payable as it relates to a particular

Service Provider for the Reference Period, and (z) shall be divided by the number of months in the Exclusive Use Period and payable in addition to the Monthly Baseline Rent on the payment schedule set forth in Part (G) below (the "Monthly Additional Consideration").

- (vii) For the avoidance of doubt, the OCOG shall not be required to reimburse Service Provider under the terms of any agreement between Venue Owner and Service Provider (rather OCOG shall pay Venue Owner, and Venue Owner shall be responsible for paying Service Provider), and it is the parties' intent to avoid any "double payment" of Service Provider (including if Service Provider should enter into a contract directly with the OCOG or its master service provider, or if Service Provider serves as the master service provider). Furthermore, neither Venue Owner nor Service Provider shall interfere with the OCOG's (or its master service provider's) provision of food and beverage or other services at the Venue during the Exclusive Use Period.

D. Variable Rent

- (i) Variable rent shall consist of the following fees related to use of the following areas:

	Tier III Move In/Out Fees	Tier III Event Day Venue Fees	Parking
Marina Green	\$500/day	\$1,000/day	\$10/space/day
Rainbow Lagoon	\$500/day	\$1,000/day	N/A
Alamitos Beach	\$500/day	\$1,000/day	\$10/space/day
Belmont Veteran's Memorial Pier	\$500/day	\$1,000/day	\$10/space/day
Boat Owner Parking Lot	\$500/day	\$1,000/day	\$10/space/day

- (ii) No later than June 30, 2022, the parties shall determine in good faith the total variable rent based on the final layout, schedule of events and Exclusive Use Period, which shall be divided evenly over the Exclusive Use Period and paid on the schedule set forth in Part G (below) ("Monthly Variable Rent"). For the avoidance of doubt, all competition days for which there are ticketed events at the Venues shall be deemed "Event Days".

E. Venue Owner Costs

- (i) All costs of owning and maintaining the Venue that would otherwise have been incurred in the absence of the Games or any other events at the Venues shall be borne by Venue Owner.

- (ii) In no event shall the OCOG be responsible for any costs or expenses relating to extraordinary or emergency repairs, capital repairs or improvements, other than to the extent attributable to the gross negligence or willful misconduct of OCOG.

F. Variable Services

- (i) The OCOG will reimburse Venue Owner for all reasonable, documented out-of-pocket expenses incurred by the Venue Owner in connection with Venue Owner's provision of any Variable Services requested by the OCOG.
- (ii) As used herein, "Variable Services" means those Venue Owner provided services as may be requested by the OCOG and separately invoiced; provided Variable Services shall not include any services not ordinarily deemed "event-related expenses" in the Venue Owner's ordinary course of business.
- (iii) No later than one hundred eighty (180) days prior to the commencement of the Games, the OCOG shall provide notice to Venue Owner of the number of hours and people that it will require, together with such other information as Venue Owner may reasonably require, in relation to the Variable Services. No later than one hundred twenty (120) days prior to the commencement of the Games, the parties shall determine in good faith an estimate of the expenses attributable to Variable Services (the "Variable Expenses") which shall be estimated on a per month basis for the Exclusive Use Period and payable on the payment schedule set forth in Part (G) below (collectively, the "Monthly Variable Expenses").

G. Rent Payment Schedule

The OCOG shall pay the Venue Owner the Monthly Baseline Rent, Monthly Additional Consideration (if any), Monthly Variable Rent and Monthly Variable Expenses (collectively, "Monthly Rent") on a payment schedule to be agreed to no later than June 30, 2022.

H. Reconciliation and Disputes

- (i) No later than sixty (60) days after the Exclusive Use Period, the Venue Owner (or the Venue Manager / Operator on behalf of the Venue Owner) shall issue an invoice to the OCOG (x) reconciling the difference between actual Variable Expenses ("Actual Variable Expenses") incurred by the Venue Owner relating to the OCOG's use of the Venue during the Exclusive Use Period and the estimated Variable Expenses reflected in the Monthly Rent, and (y) detailing the amount of "Total Other Income" actually received by Venue Owner during the Exclusive Use Period, which shall be a credit to any amounts owed by OCOG as a result of the

reconciliation in the foregoing clause (x) ("Other Income Credit") or reimbursed to OCOG. Such invoice shall be reasonably detailed and include backup evidencing expenses incurred. If it is reasonably determined that Actual Variable Expenses exceed estimated Monthly Variable Expenses, OCOG shall reimburse the Venue Owner for the difference less the Other Income Credit (if any) within thirty (30) days of receipt of such invoice. If it is reasonably determined that Monthly Variable Expenses exceed Actual Variable Expenses and/or an Other Income Credit exists, Venue Owner shall reimburse OCOG within thirty (30) days of the reconciliation.

- (ii) Any disputes relating to the Consideration shall be determined in accordance with the dispute resolution provisions of the Venue Use Agreement to be mutually agreed to by the parties.

I. Miscellaneous

- (i) An application fee of \$400 and permit fees of \$14,000 shall be payable prior to the first day of the Non-Exclusive Use Period.
- (ii) As currently proposed, the Venues other than the Convention Center and Arena may impact parking typically reserved for boat owners or utilized by patrons of the nearby businesses. To the extent that such parking is displaced for more than the Games period (July 19 – August 4, and again from August 16 – August 27), the OCOG shall work with Venue Owner to find suitable replacement parking for any displaced spaces for such excess days (which may be within close walking proximity or may involve valet parking, as determined in OCOG's sole and reasonable discretion).
- (iii) The parties acknowledge that the proposed Belmont Beach and Aquatics Center ("Aquatics Venue"), when built will be, and the current temporary pool is, in close proximity to the secure boundary of one of the Venues. The parties shall negotiate in good faith regarding the potential use of the Aquatics Venue by the OCOG upon mutually agreeable terms during the Games. If the parties are unable to come to an agreement upon the use of the Aquatics Center, the Aquatics Center and/or the temporary pool shall remain open for public use, by pedestrian access, with some limitations on access during competition days of the Games.
- (iv) Municipal services (e.g., police, fire, transportation, etc.) above and beyond the general provision of the normal and customary level of municipal services during the Exclusive Use Period are not included in the Consideration payable hereunder and will be payable separately by the OCOG to the City of Long Beach, as mutually

agreed in definitive documentation to be entered into prior to the commencement of the Non-Exclusive Use Period.

- (v) OCOG shall be responsible for all documented out-of-pocket costs of Venue Owner up to \$280,000 related to the displacement of Venue Owner's certain long-term seasonal tenant (the "Seasonal Tenant"), payable directly to Seasonal Tenant; provided, however, prior to such payment Venue Owner shall involve the OCOG in its discussions with the Seasonal Tenant so that the OCOG may attempt to reasonably mitigate such expense.
- (vi) The maintenance area located within the Venue located at and around the Belmont Memorial Pier, will be accessible to necessary employees throughout the exclusive use period, subject to compliance with credential and security policies. Normally utilized adjacent parking may be disrupted and Venue Owner and OCOG shall work cooperatively to find a suitable replacement solution, at no cost to Venue Owner.
- (vii) The parties acknowledge that for the purposes of determining an approximation of the value in 2016 dollars, the parties referenced the Income Statement for the fiscal Year 2014-2015.

Appendix D

Clean Venue Appendix

As part of the guarantees submitted to the IOC granting the OCOG the right to use the Venue in the period leading up to and during the Games, the Candidature Committee must ensure that for each proposed Venue, the following terms and conditions are agreed to by the Venue Owner.

1. Signage

The Venue Owner grants the OCOG the right to have:

- Exclusive use of all indoor and outdoor signage at the Venues as well as signage in areas adjacent thereto and under the control of the Venue Owner; and
- Exclusive control of all Venue naming rights and signage (including but not limited to the right to re-brand or cover existing signage). The undersigned further undertakes to comply with the IOC's requirements related to naming rights (including rules related to the treatment of non-commercial names, names of individuals, and commercial or corporate names) for Venues used in the Games of the Olympiad from the date of election of the Host City to the conclusion of the Paralympic Games.

2. Retailing and concessions

The Venue Owner grants the OCOG the right to:

- Be the sole and exclusive manager and operator of merchandise retail outlets and food/beverage concessions at the Venue;
- Sell Olympic and Paralympic merchandise at such retail outlets and food/beverage concessions services, facilities and outlets;
- Access all merchandise retail outlets as well as food and beverage products in the Venue; and
- Use staff of its choice and dress such staff in uniforms of its choice to operate the merchandise retail outlets and food/beverage concessions.

3. Ticketing and hospitality

The Venue Owner grants the OCOG the exclusive right to:

- Manage and sell tickets and hospitality in relation to the Games for the Venue;
- Manage and sell suites and specialty seats in relation to the Games for the Venue; and
- Throughout the term of the Venue Use Agreement, the Venue Owner shall not subject the OCOG to any taxes or parking charges at the Venue in relation to the sale of the aforementioned.

4. Broadcasting and Sponsorship

Throughout the term of the Venue Use Agreement, the Venue Owner agrees that the IOC and/or the OCOG (or the IPC, as applicable) has the exclusive right to sell broadcast, sponsorship or any other multimedia rights in relation to the Games being held at the Venue.

5. Exclusive use of Olympic Marketing Partners' products

The Venue Owner agrees that the OCOG shall have the right to exclusively use products and services of Games marketing partners at the Venue (and re-brand existing products

and services, to the extent necessary to respect the exclusive rights granted to Olympic and Paralympic sponsors), including but not limited to the following product categories:

- Payment systems (including but not limited to credit card acceptance, automated teller machines (ATMs) and telephone payment systems) in relation to all sales occurring at the Venue related to the Games;
- Non-alcoholic and alcoholic beverages;
- Audio-visual equipment including but not limited to video boards and speakers; and
- Timing, scoring and on-venue results equipment including but not limited to scoreboards.

6. No use of Olympic marks

The Venue Owner agrees that, at no time, shall it have the right to use any Olympic or Paralympic marks, symbols, terminology or derivatives thereof.

7. Brand protection and anti-ambush assistance

Throughout the term of the Venue Use Agreement, the Venue Owner agrees to assist the OCOG to combat attempts of ambush marketing by advertisers at the Venue who are not Olympic or Paralympic sponsors but develop advertisements for use at the Venue that may, implicitly, suggest that they are sponsors of the Games.

For the avoidance of doubt, this Appendix D shall apply only to the City of Long Beach in its capacity as Venue Owner and shall not otherwise limit the City of Long Beach's actions as a governmental authority (including with respect to taxes).

Appendix E Planned Upgrades

The City of Long Beach may (but has no obligation to) modify, alter, renovate, replace or upgrade the Belmont Pier, provided such construction or renovation shall be complete prior to the commencement of the use periods identified in this Guarantee.

Additionally, plans have commenced for the construction of the Belmont Beach and Aquatics Center, as identified on <http://www.belmontpool.com/>.

2028 Olympic and Paralympic Games FAQ

Olympic and Paralympic Games Structure

Q: Who governs the Olympic and Paralympic Games?

A: The International Olympic Committee (IOC) and the International Paralympic Committee (IPC) are the governing bodies that lead the worldwide movement for the Olympic and Paralympic Games. They oversee all aspects of the Games and ensure they adhere to the Olympic Charter.

Q: What are National Olympic Committees (NOCs)?

A: Each country that belongs to the IOC has its own National Olympic Committee. NOCs promote the development of national athletes and select which athletes will attend the Olympic Games. They also nominate host cities for the Games.

Q: What is an Organizing Committee of the Olympic Games (OCOG)?

A: The IOC entrusts the organization of the Olympic Games to the NOC of the host country. The local NOC forms an OCOG to organize the Games for a specific year, complying with the Olympic Charter, the contract with the IOC, and instructions from the IOC Executive Board. For the 2028 Olympic and Paralympic Games, the OCOG is known as [LA28](#).

Q: What is Long Beach's role in the 2028 Olympic and Paralympic Games?

A: Long Beach is a Venue City for the 2028 Games, meaning we will host specific events and provide necessary municipal services to support these events.

Q: How is Long Beach different from the Host City, Los Angeles?

A: The City of Los Angeles is the Host City and financial guarantor for the 2028 Games, hosting the greatest number of events and the athletes' village. Long Beach, as a Venue City, will host specific events and support them with municipal services but is not responsible for the overall organization of the Games.

Q: What are Venue Service Agreements (VSAs)?

Answer: Venue Service Agreements are contracts between LA28 and the City of Long Beach. They will outline the terms and conditions for using our venues during the Games, ensuring everyone understands their roles and responsibilities. The VSAs are expected to be negotiated and executed by October 1, 2027, and the City intends to seek full cost recovery.

Q: What municipal services will the City provide during the Games?

A: During the Games, the City will continue to provide its usual public services within the event areas at the City's expense. By October 1, 2025, the City and LA28 will agree on the exact scope of these services based on historical data from 2022-2024. Additionally, the City will provide extra services specifically for the Games, known as "Enhanced City Resources," which LA28 will

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reimburse the City for. By October 1, 2026, both parties will finalize an agreement detailing these additional services, including their levels, costs, and other considerations.

Q: When will the final list of events and venue information be available?

A: At the June 11, 2024, City Council meeting, staff are presenting the specific venue use areas that LA28 is proposing for the 2028 Games. These areas are subject to change through discussions with the California Coastal Commission. LA28 is expected to finalize the Games schedule with the International Olympic Committee and the City of Los Angeles this summer.

Community Engagement

Q: Will there be community meetings as we get closer to the Games?

A: Yes, community meetings will be scheduled in the coming months. These meetings will provide updates, gather community input, and address residents' concerns. The City's goal is to ensure regular communication with the community through these meetings and other outreach efforts.

Q: How can I get involved with the Games? Will there be opportunities to volunteer?

A: As we approach the Games, numerous volunteer opportunities will likely become available. As planning progresses, more details will be provided.

Q: How will the City keep residents informed about the planning process?

A: The City will keep residents informed through community meetings, official communications, dedicated websites, and other outreach efforts. These channels will provide updates on planning progress, upcoming events, and opportunities for community involvement.

Transportation and Mobility

Q: When will residents and businesses receive exact timelines for road closures and parking restrictions?

A: Detailed timelines regarding closures and parking impacts will be provided in the months leading up to the Games. We are working closely with LA28 on transportation and mobility planning to ensure the community is well-informed about efforts to mitigate adverse impacts and ensure the Games is a positive experience for all. This information will be disseminated through community outreach efforts, official communications, and dedicated websites to help residents and businesses plan accordingly.

Q: Will beach parking be accessible during the setup periods for the Games?

A: Beach parking availability during set-up periods will depend on the specific requirements of the event infrastructure and security measures. Efforts will be made to minimize disruptions, and alternative parking arrangements will be communicated well in advance to residents and visitors.

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Q: Will beach bike paths remain open to the public during the Games? When will residents be informed about alternative routes if they need to be closed?

A: The status of bike paths will be determined based on safety and logistical considerations. If closures are necessary, reroutes and alternative paths will be provided, with information provided in the months leading up to the Games. Updates will be available through the City's communication channels.

Security and Access

Q: What security measures will be in place to ensure the safety of residents and visitors?

A: Consistent with the U.S. Department of Homeland Security's commitment to designate the Games a National Special Security Event, the City will work with the California Olympic and Paralympic Public Safety Command, the International Olympic Committee, the U.S. Department of Homeland Security, and LA28 to ensure a safe and peaceful Games.

Q: If I'm a resident, can I get in and out during events?

A: Yes, residents will be able to access their properties during events. However, access times during event hours may be restricted for security and logistical reasons. We are committed to minimizing impacts through careful planning and clear communication, and we will provide further information and guidance as we approach the Games.

Q: How will residents and boat owners access their properties if they are located within the restricted security areas for the Games? Will there be a screening process?

A: We are actively considering how access for residents and boat owners within restricted security areas will be managed. While we don't have specific details to share yet, ensuring efficient and secure access is a priority. More information will be provided as planning progresses.